

MARKETING AGENCY AGREEMENT

This Marketing Agency Agreement (the "**Agreement**") is made and effective this **January 27, 2023**,

BETWEEN: **Nine Mile Metals Ltd.** (the "**Client**"), a corporation organized and existing under the laws of British Columbia, with its head office located at:

350 - 1650 West 2nd Avenue
Vancouver, British Columbia
V6J 1H4

AND: **Global One Media Limited** (the "**Agency**"), a corporation organized and existing under the laws of Hong Kong (registration number 73989479-000), with its head office located at:

Unit 1603 The L. Plaza
367 - 375 Queen's Road Central
Sheung Wan, Hong Kong

(each a "Party")

WHEREAS:

The Agency is in the business of providing Social Media Management and Content Marketing services for a fee.

The Client desires to engage the Agency to render, and the Agency desires to render to the Client certain Social Media Management and Content Marketing services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Parties hereto agree as follows:

1. ENGAGEMENT

The Client engages the Agency to render, and the Agency agrees to render to the Client certain services as more Particularly described in Schedule "A" hereof.

2. PROVISION OF MARKETING SERVICES

The Marketing Services rendered hereunder shall be under the general supervision of a designated Client representative.

The Marketing Services shall be performed by the Agency. In no case shall the Marketing Services be subcontracted or otherwise performed by third Parties on behalf of Agency or Client without the prior written permission of the Client and adequate notice and information being given to the Client so that it may disseminate a press release conforming to BCI 51-519.

At all times, the Marketing Services and any additional services requested by Client of Agency shall be conducted by Agency in accordance with BC Instrument 51-519 ("**BCI 51-519**"), NI 51-102 and other applicable laws. The Agency shall make the disclosure required by Section 6, of BCI 51-519 in each case of promotional activity that it carries out.

3. COMPENSATION & BILLING

Schedule "B" hereof details the compensation due to be provided by the Client to the Agency and the process of payment.

Notwithstanding the other provisions of this Agreement including, without limitation, the provisions of Schedule "B", Agency reserves the right to suspend any or all Marketing Services in the event the Client is behind or in arrears on payments due without other arrangements being expressly agreed to by the Agency.

4. CONFIDENTIALITY

Agency agrees that it shall treat all of the Client's confidential and/or proprietary information (the "**Confidential Information**") in a prudent and professional manner and in the way it would treat its own proprietary and/or confidential information, and not disclose same to any third party or use it for the benefit of any person or entity other than the Client. Agency shall take reasonable steps and make reasonable efforts and precautions to ensure the confidentiality of the Confidential Information.

Agency agrees to inform the Client in writing immediately, if any Confidential Information is inadvertently divulged to any third party.

Agency agrees that, after the term or termination of this Agreement, Agency shall cease to use any Confidential Information.

5. OWNERSHIP & USE

- a. Client shall own all right, title, and interest in and to, including copyrights, trade secrets, patents, and other intellectual property rights, with respect to any copy, photograph, marketing, advertisement, music, lyrics, or other work or thing created by the Agency or at the Agency's direction for the Client pursuant to this Agreement and utilized by the Client.
- b. The Agency agrees to return to the Client any copy, artwork, or other physical embodiment of such creative work relating to any such idea or plan which may be in the Agency's possession at termination or expiration of this Agreement.

6. INDEMNIFICATION

- a. The Client expressly agrees that the Agency is solely relying on the Client for all relevant information that would be included in the Marketing Services and that the Client is responsible for providing information that is full, true, and accurate and otherwise congruent with all relevant laws.
- b. The Client agrees to indemnify and hold the Agency harmless with respect to any claims, loss, liability, damage, or judgment suffered by the Agency, including reasonable attorney's fees and court costs, which results from the use by Agency in accordance with the terms of this Agreement of any material furnished by the Client or where material created by Agency or at the direction of Agency is materially changed by the Client. Information or data obtained by the Agency from the Client to substantiate claims made in marketing shall be deemed to be "material furnished by the Client to the Agency."

- c. The Client also expressly agrees that the Agency shall not, under any circumstances, be liable to the Client for any increase or decrease in the Client's stock price, market capitalization or valuation, etc. because of the Marketing Services or otherwise.

7. TERM & TERMINATION

The term of this Agreement shall commence on **February 1, 2023** and shall continue in full force and effect for the period indicated in Schedule "B" hereof except if terminated pursuant to the provisions immediately below.

This Agreement may be terminated by either Party upon the occurrence of any of the following events, and the terminating or cancelling Party shall have no liability to the other Party for the exercise of such right or termination:

1. By either Party, in the event the other Party has breached a material covenant, obligation or warranty under this Agreement and such breach remains uncured for a period of thirty (30) days after such breach is known by the offending Party;
2. By either Party, if the other Party ceases to conduct business;
3. By Client for Client's convenience on thirty (30) days' prior written notice to Agency.

In the event either Party terminates this Agreement pursuant to this Paragraph, all payment is final, and no refund will be provided.

8. ANTI-CORRUPTION & BRIBERY

The Agency warrants that it will always comply with all applicable Anti-Bribery and Anti-Corruption Legislation. The Agency must not give or receive or offer or promise to give or receive any benefit or advantage which breaches applicable legislation and promptly report to the Client any request or demand for any undue financial or other advantages of any kind received by the Agency in connection with the performance of this Agreement.

9. STANDSTILL

Agency will provide Client with notice in writing in advance and give Client adequate time and information to disseminate a new press release to disclose whether Agency, its Representatives or Affiliates have any intention to acquire, keep, dispose of or profit from a Security; a related financial instrument of a Security; a derivative of a Security; or an underlying interest of a derivative of a Security during the Term of this Agreement or while the Agency or its Affiliates are in possession of material non-public information, as defined under Canadian securities laws, even following the termination or expiry of this Agreement.

In addition to the other obligations imposed by this Agreement, the Agency covenants that the Agency, its Affiliates, and its Representatives will not, directly or indirectly, individually, jointly or in concert with any other person:

- acquire or agree to acquire, or make any proposal or offer to acquire, directly or indirectly or in any manner, any securities of the Client or any of its affiliates such that the aggregate holdings of the Agency and its affiliates are greater than 5.0% of the issued and outstanding shares of the Client;
- solicit proxies from shareholders or other security holders of the Client or any of its affiliates or otherwise attempt to influence the conduct of the shareholders or other security holders of the Client or any of its affiliates;

- solicit, initiate or engage in any discussions or negotiations, or enter into any agreement, commitment, or understanding, or otherwise act jointly or in concert with any person in order to propose or effect any take-over bid, tender or exchange offer, amalgamation, merger, arrangement or other business combination involving the Client or any of its Affiliates or to propose or effect any acquisition of securities or material assets from the Client or any of its affiliates;
- in any manner directly or indirectly seek to control or influence the board of directors of the Client or any of its affiliates or the management or policies of the Client or its affiliates or to acquire effective control of the Client or any of its affiliates;
- make any public announcement with respect to the foregoing, except as may be required by applicable law or regulatory authorities;
- directly or indirectly, engage in any insider trading, tipping or any other practice that would constitute inappropriate activities with respect to information received because of the engagement hereunder; or
- assist, advise or encourage any other person to do any of the foregoing.

For the purposes of this Section 9:

An entity is an **Affiliate** of another entity if (a) one of them is the subsidiary of the other, or (b) each of them is controlled by the same person.

"Representative" includes an individual, corporation, partnership, party, trust, fund, association and any other organized group of persons and the personal or other legal representative of the Agency or its Affiliate to whom the context can apply according to law; and,

"Security" includes the following in relation to the Client:

- (a) a document, instrument or writing commonly known as a security,
- (b) a document evidencing title to, or an interest in, the capital, assets, property, profits, earnings or royalties of a person,
- (c) a document evidencing an option, subscription or other interest in or to a security,
- (d) a bond, debenture, note or other evidence of indebtedness, share, stock, unit, unit certificate, participation certificate, certificate of share or interest, preorganization certificate or subscription other than
 - (i) a contract of insurance issued by an insurer, and
 - (ii) an evidence of deposit issued by a savings institution,
- (e) an agreement under which the interest of the purchaser is valued, for the purposes of conversion or surrender, by reference to the value of a proportionate interest in a specified portfolio of assets, but does not include a contract issued by an insurer that provides for payment at maturity of an amount not less than 3/4 of the premiums paid by the purchaser for a benefit payable at maturity,
- (f) an agreement providing that money received will be repaid or treated as a subscription to shares, stock, units or interests at the option of the recipient or of any person,
- (g) a profit sharing agreement or certificate,
- (h) a certificate of interest in an oil, natural gas or mining lease, claim or royalty voting trust certificate,
- (i) an oil or natural gas royalty or lease or a fractional or other interest in either,
- (j) a collateral trust certificate,

- (k)an income or annuity contract, other than one made by an insurer,
- (l)an investment contract,
- (m)a document evidencing an interest in a scholarship or educational plan or trust,
- (n)[Left Blank]
- (o)a permit under the *Oil and Gas Activities Act*,
- (p)a derivative, or a derivative within a class of derivatives, described in an order, or
- (q)a derivative within a class of derivatives that are prescribed to be securities.

10. NOTICES

Any notice required by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate Party by e-mail to the most frequently or most recently e-mail used to communicate such Party.

If to the Client:

ATTN. Patrick Cruickshank
Nine Mile Metals Ltd.
Patrick@ninemilemetals.com

And

ATTN. Charles MaLette
Nine Mile Metals Ltd.
bud@ninemilemetals.com

If to the Agency:

ATTN. Bastien Boulay
Global One Media Limited
bastien@globalonemedia.com

11. HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

12. LIMITATION OF RELATIONSHIP

Nothing contained herein shall create a joint venture between, or Partnership among the Parties.

13. HEADINGS

The headings in this Agreement are for reference only and shall not affect the interpretation of the Agreement.

14. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. FINAL AGREEMENT

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

16. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada.

IN WITNESS WHEREOF, the Parties hereto have executed this Marketing Agency Agreement as of the date first above written.


NI


/s/ Patrick Cruickshank

Authorized Signature

Patrick Cruickshank, CEO and Director
Print Name and Title

GLOBAL ONE MEDIA LIMITED


/s/ Bastien Boulay

Bastien Boulay, Managing Partner
Print Name and Title

SCHEDULE "A"

MARKETING SERVICES

1. Social Media Management & Advertising
 - a. Strategy development
 - b. Dedicated account management
 - c. Community management and engagement
 - d. Post publishing and response management
 - e. Content distribution
 - f. Lead generation/Facebook Ads (upon request)
 - g. Monthly Reporting & Analytics
2. Social Media Distribution of News Releases & Marketing
3. Monthly Video Interviews & Podcasts (hosted on Global One Media's YouTube channel, and redistributed across other online platforms)
4. Perform such other services as the Client may request and the Agency may expressly agree to perform from time to time

(the "Marketing Services")

SCHEDULE "B"

COMPENSATION & PAYMENT

Client shall pay Agency a Monthly Retainer Fee of \$3,000 CAD (not including Ad Spend), for the Term which is set as:

- 6 months

Payments of the Monthly Retainer Fee shall be made on or before the 1st of each month for that month by being *auto billed* from the same credit or debit card provided by the Client on the signing of this Agreement (or paid by wire transfer, if requested).

All payment is final and no refunds to payment shall be granted under any circumstances.

After this 6-month period, the Parties may agree to change the terms of this arrangement to become a term of *month-to-month*.

Client shall be responsible for the Ad Spend which is in addition to the Monthly Retainer Fee

If the Agency undertakes, at the Client's request, subject to the Client's prior approval, services in addition to the Marketing Services, the Agency shall prepare an estimate of total charges for these additional services. In the event that the Client elects to proceed with the additional services based upon the Agency's estimated cost, the Agency shall perform the additional services at its estimated cost (plus, if applicable additional Ad Spend), subject to modification as mutually agreed by the Parties.