

September 1, 2022

Mr. Rick Trotman
Chief Executive Officer & Director
CMP Mining Inc.
c/o 2820 – 200 Granville St
Vancouver, British Columbia, V6C 1S4

Dear Rick,

The purpose of this engagement letter (“Agreement”), together with the Standard Terms and Conditions attached hereto, is to outline the A. *Fehr & Associates Ltd.* dba *Fehr & Associates* (“F&A” or the “Firm”) understanding of the terms of our engagement to provide services set out below (the “Services”) to CMP Mining Inc. (the “Company”, “CMP” or “you”). The engagement is effective at the date of signing.

Engagement objective

The objective of this engagement is for F&A to provide CFO, accounting, financial reporting, and general consulting to your Company. Ms. Julia Stone, or, failing her, an alternate as appointed in accordance with Schedule A (the “Consultant”), is available to hold the officer position of Chief Financial Officer (“CFO”) of the Company if required, as approved by the Company’s board of directors, and fulfill the function of CFO as more particularly described in Schedule A.

Engagement approach & Services provided

The Consultant will provide CFO support services as well as provide or oversee accounting, financial reporting, and general consulting services as described in Schedule A. The Firm may offer consulting services, perform accounting functions and maintain identified accounting records in a proper manner on an as needed basis. For greater clarity, the Firm will not be the Company's auditor or publicly associated with the financial statements or MDA. Rather, the Firm may assist the Consultant, in his role as CFO, and other Company management with regulatory and reporting obligations by preparation of financial statements during this engagement and compiling information as needed.

The services provided under this engagement are not designed to detect fraud or error. You will supply all necessary information and will be responsible for its accuracy and completeness. You will review and approve the general ledger, which summarizes the entries, transaction classifications, and account codes determined or prepared by the Firm.

Engagement staffing and scheduling

To ensure the engagement's success, the Company’s staff and your senior management will need to be involved in the expected work, along with the Consultant and other Firm staff members that may assist with maintaining records and financial reporting. F&A staff will be assigned as necessary to assist the Consultant with book-keeping, administration, and financial reporting responsibilities. The Company may assign formal positions to Firm staff as identified in Schedule A.

Term

The above terms will remain in effect from year to year unless amended in writing by both parties or terminated by 90 days written notice from either party (120 days if 2 reporting deadlines fall within the 90 days). Upon termination of this engagement, we will invoice you for any unbilled fees and expenses. Further, you agree to pay your account to the date of termination upon receipt of our invoice.

Fees

Professional fees are based on the expected time and the degree of responsibility or skill required. Fees will be charged in accordance with Schedule B to cover the potential work included in Schedule A. The rates and scope of work will be reviewed and updated periodically or upon the Company’s request.

Any disbursements will be added to the billing. All fees are due when rendered.

Standard Terms and Conditions

The Standard Terms and Conditions attached hereto are an integral part of this Agreement. This Agreement should be read in conjunction with the Standard Terms and Conditions. In the event of conflict or inconsistency between the terms and conditions set forth in this Agreement and the Standard Terms and Conditions, the terms and conditions set forth in this Agreement shall take precedence.

* * * * *

We are pleased to have the opportunity to provide accounting services to CMP Mining Inc. and appreciate your confidence in Fehr & Associates. If you have any questions regarding this Agreement, please call **[redacted – personal information]**. If the above terms are acceptable to you, and the services outlined are in accordance with your requirements, please sign this letter in the space provided and return a copy to me.

Yours truly,

“Ann Fehr”

Ann Fehr, CPA CGA
Fehr & Associates
Chartered Professional Accountants

The services set out in the foregoing letter are in accordance with our requirements. The terms set out are acceptable to us and are hereby agreed to.

“Rick Trotman”

Rick Trotman
Chief Executive Officer & Director

“Julia Stone”

Julia Stone
Consultant

11/21/2022

Date

11/21/2022

Date

Standard Terms and Conditions

Except as otherwise specifically provided, these terms and conditions shall apply to any engagement carried out under this Agreement by Fehr & Associates (“F&A”). For the purposes of this Agreement, the term F&A includes F&A and its subcontractors and their respective partners, directors, officers and employees.

1. **Timely Performance** - F&A will use all reasonable efforts to complete the performance of the Services, as agreed to by the parties. F&A will exercise due professional care and competence in the performance of the Services. F&A shall not be liable for failures or delays in the performance of Services that arise from causes beyond its control using F&A’s stipulated staff and resources, including the untimely performance by the Company, its assigns, representatives, advisors or agents, of its obligations under this Agreement.
2. **Company Responsibilities** - The Company will provide to F&A in a timely manner complete and accurate information and access to management personnel, staff, premises, computer systems and applications as is reasonably required by F&A to complete the performance of the Services.
3. **Confidentiality** – F&A covenants and agrees with the Company that it will not disclose, directly or indirectly, any confidential information to any person nor shall use the same for any purposes, other than those of the Company except those that are disclosed pursuant to law or become generally known in the industry other than through a breach of F&A’s or the Consultant’s obligations hereunder. F&A acknowledges that the Consultant holds a position of trust within the Company and that he and F&A have been and will be entrusted with detailed confidential information (including information conceived, originated, discovered or developed by the officers, employees or consultants either employed by or retained by the Company) concerning the business and affairs of the Company including, without limitation:
 - (a) knowledge of all business or financial opportunities which are or may be available to the Company in particular; or
 - (b) the present and contemplated plans, strategies, costs, prices, systems, pricing policies and financial information used by the Company in connection with its business and information concerning the customers of the Company, their names, addresses, needs and preferences, the disclosure of any of which detailed confidential information to competitors of the Company or to the general public would be highly detrimental to the best interests of the Company.

F&A further acknowledges and agrees that the right to maintain such detailed confidential information constitutes a valid proprietary right which the Company is entitled to protect and that such confidential information shall be held by F&A and the Consultant in a fiduciary capacity and solely for the benefit of the Company.

4. **Privacy** - The Company confirms to F&A that it has obtained any consent that may be required under applicable privacy legislation for the collection, use and disclosure to F&A of company information. F&A shall adhere to applicable privacy legislation when dealing with company information that was obtained from the Company.
5. **Internet Communications** - Unless otherwise agreed with the Company, F&A may correspond by means of the Internet or other electronic media. Because of the inherent risks associated with the electronic transmission of information on the Internet or otherwise, F&A does not guarantee the security and integrity of any electronic communications sent or received in relation to this engagement. While it is F&A’s policy to check its e-mail correspondence with anti-virus software, F&A does not guarantee that transmissions will be free from infection and accepts no responsibility or liability for any damages as a result of communicating by means of the Internet or other electronic media.
6. **Right to Terminate Services** - Either party may terminate this agreement, with or without cause, by providing 90 days written notice to the other party. In the event of early termination, for whatever reason, the Company will be invoiced for time and expenses incurred up to the end of the notice period together with reasonable time and expenses incurred to bring the engagement to a close in a prompt and orderly manner. F&A shall also have the right, upon 7 days prior notice, to suspend performance of the Services in the event the Company fails to pay any amount required to be paid under this Agreement. Following the first year of services, if F&A is terminated by the Company other than for Just Cause the Company shall pay to F&A or their beneficiary, heirs or estate a cash termination payment equal to six months’ fees in effect upon the date of

termination. In addition, the Company shall pay the Consultant or his beneficiary, heirs or estate any Accrued Obligations to the date of termination and payable in a lump sum, less any applicable holdings and deductions, as soon as administratively practicable (but in no event later than Sixty (60) days) following Firm's termination.

- 7. Fees** - Any fee estimates by F&A take into account the agreed-upon level of preparation and assistance required by the Company. F&A undertakes to advise the Company's management on a timely basis should this preparation and assistance not be provided or should any other circumstances arise which cause actual time to exceed estimated time.
- 8. Expenses** - F&A will invoice for all reasonable expenses. Reasonable expenses, including but not limited to travel, meals and accommodation will be charged as incurred. An administration/office fee of **[redacted – confidential information]** of total fees will be charged to cover general overhead expenses in connection with our engagement.
- 9. Invoicing** - Invoices including expenses will be rendered on a monthly basis as the engagement progresses. Accounts are due when rendered. Unless otherwise stipulated, interest on overdue accounts is calculated at the rate noted on the invoice commencing 30 days following the date of the invoice.
- 10. Taxes** - The fees, expenses and other charges payable pursuant to this Agreement do not include taxes or duties. All applicable taxes or duties, whether presently in force or imposed in the future, shall be assumed and paid by the Company without deduction from the fees, expenses and charges hereunder.
- 11. Governing Law** - This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, without regard to principles of conflicts of law. The parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of British Columbia and all courts competent to hear appeals there from.
- 12. Templates/Working Papers/Reports** - Subject to the restrictions in this Agreement, the Company will own all tangible written material originally prepared expressly for the Company and delivered to the Company under this agreement (the "Deliverables"), excluding any F&A materials contained or embodied therein. F&A shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, materials or other intellectual property or information which may have been discovered, created, developed or derived by F&A either prior to or as a result of its provision of Services under this agreement. F&A's working papers and F&A's confidential information belong exclusively to F&A. The Company will have a non-exclusive, non-transferable license to use F&A's Confidential Information for the Company's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables. All Deliverables are solely for the Company's internal use and benefit. F&A accepts no liability or responsibility to any Third Party who benefits from or uses the Services or gains access to the Deliverables. Notwithstanding external auditors' use of our documentation for the purposes of their external audit, the Company shall not authorize any third party ("Third Party") to rely upon any of the Deliverables without F&A's prior written consent. The Company shall not distribute to, discuss with, or otherwise disclose the Deliverables to any Third Party without F&A's prior written consent, and the Company shall not otherwise discuss the fact or substance of the Services hereunder with Third Parties without F&A's prior written consent, other than the deliverables required to be disseminated by law.
- 13. Indemnification**
 - (a) The Company agrees to indemnify and hold F&A harmless from and against any and all costs, charges, liabilities, damages, claims, demands, judgments and expenses (including solicitors' fees and disbursements) ("Costs") arising out of or based upon: (i) any intentional misstatement or omission in any material, information or representation supplied or approved by the Company, its agents or its representatives; or (ii) any third party civil or administrative action or proceeding to which F&A may be made a party and which is related to, arises out of, or is in any way associated with the engagement. The Company shall reimburse F&A for such Costs as they are incurred.
 - (b) F&A agrees to indemnify and hold the Company harmless from any and all Costs in any way arising out of, relating to, or in connection with any incorrectness or breach by F&A or the Consultant of these Terms and Conditions. F&A shall reimburse the Company for such Costs as they are incurred.

- 14. Limitation of Liability** - In any action, claim, loss or damage (whether in tort, contract or otherwise) arising out of the engagement to which these terms and conditions are attached (“Claim”) the parties agree that:
- (a) Subject to the limits set out below in paragraphs (b) and (c), F&A's liability shall be several and not joint and several, solidary or in solidum and F&A shall only be liable for its proportionate share of the total liability based on degree of fault;
 - (b) Under no circumstances shall F&A be liable for damages in respect of any incidental, punitive, special, indirect or consequential loss, even if F&A has been advised of the possibility of such damages including but not limited to loss of profits, loss of revenues, failure to realize expected savings, loss of data, loss of business opportunity, or similar losses of any kind; and
 - (c) F&A's total liability for any Claim arising out of the performance of the Services, regardless of the form of Claim, shall in no event exceed an amount equal to: (i) the total fees paid to F&A under this Agreement; or (ii) the total fees paid to F&A with respect to the Services directly relating to and forming the basis of such Claim, where the Claim arises from Services that are not subject to an agreement. This clause shall not limit F&A's liability for death, personal injury or property damage caused by the negligent acts or omissions of F&A and its partners and staff, or for loss or damage caused by their fraud or wilful misconduct.
- 15. No Application** – The preceding two sections (Indemnification, Limitation on Liability), or any portion of them, shall have no application to any liability for which exclusion or restriction is prohibited by law.
- 16. Severability** - If any of the provisions of these terms and conditions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and be binding on the parties to the fullest extent permitted by law.
- 17. Proceeds of Crime (Money Laundering) and Terrorist Financing Act** - Pursuant to this legislation, all accountants and securities dealers (including those providing portfolio management or investment counselling services) in Canada are required, in certain circumstances, to report any “suspicious transactions” to the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC), a government agency. Suspicious transactions are transactions, which may relate to money laundering and the financing of terrorist activities. The Company covenants and agrees that it shall have no claim against F&A for any disclosure made by F&A or its agents in relation to FINTRAC or its related legislation and regulation or enforcement.
- 18. Legal or Regulatory Proceedings** - In the event F&A is requested or authorized by the Company or is required by government regulation, subpoena, or other process to produce documents or personnel as witnesses with respect to the engagement for client, and provided that F&A is not a party to the legal proceedings, the Company shall reimburse F&A for professional time and expenses, as well as the fees and expenses of counsel, incurred in responding to such requests. The Company covenants and agrees that it shall have no claim against F&A for any disclosure made by F&A or its agents in relation to regulatory compliance or enforcement as requested by any stock exchange or securities commission.
- 19. Miscellaneous** - F&A shall provide all Services as an independent contractor and nothing shall be construed to create a partnership, joint venture or other relationship between F&A and client. Neither party shall have the right, power or authority to obligate or bind the other in any manner. This Agreement shall not be modified except by written agreement between the parties. The Agreement represents the entire and sole agreement between the parties. Any terms and provisions of this Agreement that by their nature operate beyond the term or expiry of this Agreement shall survive the termination or expiry of this Agreement, including without limitation those provisions headed Confidentiality, Indemnification, Limitation on Liability, and Legal Proceedings.
- 20. Use of third-party software** - F&A may, from time to time, recommend the use of or may resell third-party software products including, but not limited to, Sage, QuickBooks, Simply Accounting, SAP, Accpac, Great Plains, and Caseware (“Third Party Software Suppliers”) to the Company under respective reseller arrangements. The Company agrees to abide by the respective licensing terms and conditions of the Third Party Software Suppliers, including any software licensing, hosting and maintenance fees that are not explicitly covered under this Proposal. Further, F&A does not guarantee the performance of any of the software provided by the Third Party Software Suppliers and F&A shall not be responsible for any loss, liability,

cost or expense with respect to any defects, loss of data or information, or any other problems caused by or attributed to the software provided by the Third Party Software Suppliers.

21. **F&A Staff** - In the event that the Company (or indirectly through one of its clients/association) offers direct employment to an employee of F&A within 1 year of that employee providing services to the Company, the Company will be pay to F&A a "placement fee" equivalent to 6 months' full time salary of that employee regardless of whether the employee is hired as a full time or part-time person for you.
22. **Fee changes** - Unless mutually agreed, quoted hourly fees in Schedule B are subject to change with three month written notice by email and fee rate increases will occur no more than once a year. Rates may change without a requirement for an amended to this Agreement.
23. **Bonus** – In the event the Company has a bonus program: F&A and/or the Consultant shall be eligible for any annual incentive bonus opportunity offered by the Company at Executive's level. The amount of this bonus, as well as the criteria necessary to earn a bonus, may be changed at any time by the Company and shall be within the sole discretion of the Company. In the event of any conflict between this Agreement and any incentive bonus plan adopted by the Company, the Company's formal bonus plan shall control.

At the discretion of the Company, the Consultant may be entitled to receive stock options, restricted share units (RSUs), performance share units (PSUs) and all other forms of employee compensation from time to time from any stock option or equity incentive plan of the Company, as may be granted by the board of directors of the Company at its sole discretion.

In the event the Consultant's contract terminates without Cause or for Good Reason, prior to the last day of the fiscal year for which the bonus applies, the Consultant will be entitled to a bonus on a pro-rated basis for the period from the beginning of that fiscal year to the date of termination and such bonus shall be payable no later than Sixty (60) days following such termination.

The intention is that the Consultant and F&A will be treated in a manner consistent with other members of the team.

24. **Change in Control** – The Firm shall be entitled to the Change of Control benefits as set forth herein if the Firm's engagement is terminated during the term of this Agreement, but after a Change of Control and during the 12-month period commencing on the date of the Change of Control. The Company shall pay the Firm a break fee in the form of a lump sum payment equivalent to not less than \$40,000 net of any taxes, and any other compensation earned up to the date of termination, including any unreimbursed expenses. In addition to the benefits provided for above, any and all of the Firm's outstanding equity compensation, including stock options, granted shall become immediately vested and exercisable, and any provision of such options which provides for termination of the option upon, or within a stated time after termination of engagement, shall become void and such option shall become a nonqualified stock option for tax purposes (to the extent it was not already a nonqualified option).

In the event that the Firm's fees were variable for 2 years, the break fee would be the higher of \$40,000 or as calculated using an average of annual fees paid or accrued during the lower of the Company's last two recently completed financial years to be effective on the date following the communication of same or the period since initially retained. The average fee for the CFO will be calculated separate to other services, such as book-keeping.

25. Upon a Change of Control, the Board, or any committee of the Board, is not entitled to revoke or otherwise rescind any stock options of the Firm or its employees.

"Change of Control" means:

- a) The acquisition, directly or indirectly, by any person or group of persons acting jointly or in concert, as such terms are defined in the Securities Act (British Columbia), of common shares of the Company which, when added to all other common shares of the Company at the time held directly or indirectly by such person or persons acting jointly or in concert, constitutes for the first time in the aggregate 50% or more of the outstanding common shares of the Company and such

shareholding exceeds the collective shareholding of the current directors of the Company, excluding any directors acting in concert with the acquiring party; or

- b) The removal, by special resolution of the shareholders of the Company, of more than 51% of the then incumbent Board, or the election of a majority of Board members to the Company's board who were not nominees of the Company's incumbent board at the time immediately preceding such election; or
- c) Consummation of a sale of all or substantially all of the assets of the Company; or
- d) The consummation of a reorganization, plan of arrangement, merger or other transaction which has substantially the same effect as (a) to (c) above.

Schedule A – Scope of work & responsibilities

Assigned Staff Positions:

- Julia Stone will hold the CFO & Corporate Secretary position upon appointment ([redacted – personal information] is backup)
- [redacted – personal information] will assist with financial reporting
- [redacted – personal information] will assist with book-keeping
- [redacted – personal information] is available for corporate secretary support, as requested

These following roles and responsibilities include potential expected projects and work but is not exhaustive and may include work not required. The Company is responsible for managing the resources the Firm provides and for performance reviews. The following may be reviewed and updated after six months, if appropriate.

Overall responsibility: Be responsible for ongoing accounting, financial reporting functions and governance support consistent with the title of CFO for a publicly listed company. Manage the “accounting department” and be responsible for process from receipt of invoice to filing financials on SEDAR. Maintain procedures that have built in checks and balances. Work in conjunction with the Corporate Secretary to prepare regulatory required financial reports and information circulars and routine exchange filings (such as the CSE or TSXV). Support operations with budget to actual reports and other analysis, including forecasting, as required.

This is a senior management role fulfilling the position of CFO for your Company on a part-time basis. The CFO will report directly to the CEO and will liaise with management, directors, board committees, auditors and project personnel regarding accounting and financial disclosure matters, corporate governance and administration and any other matters that may be deemed necessary.

F&A will also work with the Company’s legal team to support the potential and future public listing, as required.

CFO Services (Ad-hoc)

Financial Reporting

- Overseeing preparation of interim and year-end consolidated financial statements and Management Discussion and Analysis.
- Information co-ordination for required disclosure
- Preparation of the consolidation working paper
- Oversee/prepare working papers for FS support
- Preparation of full set of financial statements with notes quarterly
- Support annual audit and quarterly reviews, if required
- Prepare technical memos as required for audit purposes and general file support
- Complete disclosure/reporting checklist
- Support CEO with accounting/disclosure impact of new agreements prior to contract finalized
- Oversee the issuance of financial information, including the review, approval and certification, where required, of all filings with the stock Exchange
- Report financial results to the CEO and Board of Directors

General Management support

- Proactively assist with the preparation of the annual budget and monthly cost-variance reports to measure performance against budget and to work to uncover any potential overruns or anomaly’s requiring attention by management
- Initiate project and corporate financing strategies and lead bank debt initiatives, as applicable
- Monitor and support the implementation of strategic business plans
- Cash and foreign exchange management
- Ensure adequate and cost-effective internal controls
- Maintain appropriate insurance coverage on all aspects within the Company and its activities

- Support with customer and vendor contracts, as requested
- Manage insurance applications & issues as required (CGL, KNR, D&O, property)
- Monthly operations “snapshot” report, not IFRS
- Maintain contract binders/files (including an understanding of obligations)
- Watch for foreign exchange management opportunities (consider hedging for large transactions)
- Ensure that the Company’s records meet the requirements of auditors and government agencies
- Report risk issues to the Company’s board of directors or its Audit Committee, as applicable
- In collaboration with management and counsel, preparing financing documentation, including if required prospectuses and private placement-related documentation
- Such other duties as may be determined from time to time by the Chief Executive Officer or his nominee, consistent with the position of Chief Financial Officer

Taxation Services (Ad-hoc)

- Tax issues and compliance (including preparation of Canadian & foreign tax returns, if required)
- Direct the timely preparation and submittal of any applicable tax refund programs (GST)

Bookkeeping and general administration (Ad-hoc)

Manage, direct, and supervise on an ongoing basis the internal and external accounting support personnel to ensure accounting procedures and practices are in place, and to insure the delivery of monthly, quarterly, and year-end financial documents to management and auditors on a timely and cost-effective basis.

- Full cycle accounting and payroll
- Receive bills, obtain approval and facilitate payments
- Receive deposits and go to bank
- Manage the capital request and budgeting, tracking and forecasting process
- Complete book-keeping checklist quarterly
- Implement automated expense submittal procedures if part of the Company’s plan
- Maintain organized records of invoices and other accounting documents

Corporate Secretary Support (Ad-hoc)

- Reconcile private placements and help administer sub agreements, as required
- Facilitate exercises of warrants & options, as required
- Regulatory filings as required (e.g. Exempt distribution reports) with lawyer support as necessary
- Prepare treasury orders as required
- Co-ordinate the annual AGM and related

Schedule B – Fees for Services

[redacted – confidential information]