



February 2, 2022

Epower Resources Inc.
Suite 400
3 Place Ville-Marie
Montréal Québec Canada H3B 2E3

Dear Sirs,

Re: Option on Mineral Property

This letter forms our proposal to option the Claims. If accepted, it will constitute a binding agreement between the parties relating to this Option.

1. Grant of Option

Epower Resources Inc. (the “**Optionor**”) hereby grants to Rival Technologies Inc. (the “**Optionee**”) the exclusive and irrevocable right and option (the “**Option**”) to acquire a 100% interest in the Claims free of all encumbrances, subject to the terms and conditions set forth below. A detailed list of the property claims (the “**Claims**”) included in this Option, and a map thereof, is set forth in Schedule A attached hereto.

2. Consideration for the Option

Consideration for the grant of the Option, and in order to exercise the Option, the Optionee shall complete the following individual cash payments, stock issuances and work programs on or before the dates indicated:

<u>Date</u>	<u>Cash</u>	<u>Stock</u>	<u>Work on Claims</u>
March 31/2022	\$25,000	300,000	N/43-101 Technical Report
February 28/2023			\$100,000
September 30/2023	\$25,000	300,000	\$500,000
September 30/2024	\$25,000	500,000	\$500,000
September 30/2025	\$100,000	500,000	\$500,000
September 30/2026	\$200,000	700,000	\$500,000
September 30/2027	\$300,000	2,000,000*	
Total:	\$675,000	4,300,000*	\$2,100,000 plus initial technical report

*plus 1,000,000 warrants at 50% above the market price (last 10 trading days).

Failure to meet any of the above items will result in termination of the Option, and in such instance the Claims will remain the property of the Optionor and neither party will have any further obligation or liability in regard to this option agreement.

Currency is Canadian Dollar.

Rival must be trading on CSE by year end 2022 for option to continue. Otherwise the property reverts to the Optionor.

3. Grant of Royalty Interest

As further consideration for the acquisition of the Claims, effective on the Option Exercise Date, the Optionee shall grant to the Optionor a 2% net smelter returns royalty on products produced from the Claims (the “**Royalty**”). The Optionee shall have the right at any time to acquire one-half of the Royalty (i.e. 1% NSR) for a purchase price of \$1,000,000 within 10 years of commencement of this agreement.

4. Exercise of Option

Unless this Agreement is earlier terminated, if the Optionee has completed all of the items in paragraph 2 on or before September 30, 2027 (the “Option Exercise Date”), the Optionee shall be deemed to have exercised the Option without further action and have acquired a 100% interest in the Claims. Following the Option Exercise Date, the Optionor shall in a prompt manner effect the legal transfer of the Claims to the Optionee, subject to the Royalty as provided above.

5. Due Diligence

Without limiting the generality of any of the other provisions, the Optionee is entitled to complete due diligence in respect of the Claims, which shall include, but shall not be limited to a review of the following:

- (a) mineral resources and reserves;
- (b) metallurgy;
- (c) title;
- (d) legal, litigation and regulatory matters;
- (e) property access matters;
- (f) environmental matters;
- (g) taxation matters; and
- (h) material agreements relating to the Claims.

The Optionor shall make available to the Optionee all legal, title documents and related files, maps, logs, books, papers, and other pertinent documents or agreements relating to the Claims, and shall provide reasonable physical access to this information.

6. Transaction Costs

The fees and expenses of legal counsel to each of the Optionor and the Optionee and all other out of pocket expenses of each of them with respect to this Option agreement shall be borne by each party.

7. Arbitration

Where a dispute arises in connection with this Option agreement, the parties hereby agree to refer any such dispute for final resolution to arbitration under the rules of the Commercial Arbitration Act of British Columbia, and in such instance the arbitration will be conducted by a single arbitrator unless the parties agree otherwise.

This agreement will become effective upon your authorized signature set forth below.

Your Truly,

Rival Technologies Inc.



Per: President

Agreed to and accepted this 2nd day of February 2022.

Epower Resources Inc.



Per: President

SCHEDULE A

List of Claims Optioned

Claim Numbers as follows:

- 2528844
- 2528857
- 2528858
- 2528859
- 2528860
- 2528870
- 2528871
- 2528872
- 2528873
- 2528931
- 2528932
- 2528933
- 2528934
- 2528937
- 2528938
- 2528939
- 2528940
- 2528941
- 2528942
- 2528943
- 2528944
- 2528945
- 2528946
- 2528947
- 2528948
- 2528954
- 2528955
- 2528956
- 2528957
- 2528958
- 2528979
- 2528981
- 2529047
- 2529770
- 2529771
- 2627846
- 2627847
- 2627849
- 2627850
- 2627852
- 2627853

- 2627854
- 2627855
- 2528836
- 2528837
- 2528838
- 2528839
- 2528840
- 2528841
- 2528842
- 2528843
- 2528845
- 2528846
- 2528847
- 2528848
- 2528849
- 2528850
- 2528851
- 2528852
- 2528853
- 2528854
- 2528855
- 2528856
- 2528861
- 2528862
- 2528863
- 2528864
- 2528924
- 2528925
- 2528926
- 2528927
- 2529037
- 2529038
- 2529039
- 2529040
- 2529041
- 2529042
- 2529043
- 2529044
- 2529045
- 2529046
- 2529767
- 2529768
- 2529769

ONTARIO

NOUVEAUX CDC

Territory Referred by an Agreement
Pikogan
Exploration allowed under specific conditions

Exceptional Forest Ecosystem
Forêt ancienne du Lac-Tremblay

EN RENOUVELLEMENT

Proposed Protected Area
Anneaux-Forêtiers

Biological
Refuge

LEGEND
EXPIRY DATES

January
February
March
April
May
June
July
August
September
October
November
December
2023
2024

	Road
	Secondary Road
	Powerline
	Exploration allowed under conditions
	Exploration prohibited

20230101	Credits accumulated
1232999	Claim number
1/200	Expiry date
	Work required

E-POWER RESOURCES
TURGEON PROPERTY
Claim Map

Update December 7, 2021 Scale 1 : 50,000



