



BILLY GOAT
B R A N D S

THIS CONSULTING AGREEMENT (the “**Agreement**”) dated for reference this **1st** day of **May, 2021** (the “**Effective Date**”), is by and between **WALLACE HILL PARTNERS LTD.**, a corporation acting as an independent contractor (the “**Consultant**”), and **BILLY GOAT BRANDS LTD.** (the “**Company**”), a corporation existing under the *Business Corporations Act* (British Columbia).

ARTICLE 1 – CONSULTING SERVICES

Section 1.1 Background

The Company desires to retain the services of the Consultant and the Consultant has agreed to serve as a consultant to the Company. In that capacity, the Consultant will provide the following services (collectively, the “**Services**”) to the Company in connection with their engagement:

- (i) provide advice to the Company’s board of directors and senior management on corporate branding and marketing strategies;
- (ii) introduce and assist with the evaluation of potential investment opportunities for the Company, in accordance with the investment policy adopted by the board of directors from time-to-time;
- (iii) introduce and arrange for the engagement of third-party service providers and professionals necessary in connection with the listing of the Company on a Canadian stock exchange;
- (iv) introduce and arrange for the engagement of service providers and cold-storage logistical consultants to facilitate the distribution of the Company’s KOLD product line; and
- (v) develop a financing strategy for the Company and review potential strategic financing opportunities.

The parties acknowledge and agree that the Services to be provided expressly do not include any activities which promote or reasonably could be expected to promote the purchase or sale of securities of the Company. The Consultant shall not respond to any investor inquiries whatsoever, even for the limited purpose of directing the investor to another source of information, except to direct inquiries to a contact person of the Company.

Section 1.2 Provision of Services

The Company hereby retains the Consultant to provide the Services, and the Consultant hereby agrees to provide the Services. The Consultant shall spend such time on the Services as the Company may reasonably request and shall use its best efforts to perform the Services in a manner that is satisfactory to the Company.

Section 1.3 Commitment

The Consultant shall perform the Services diligently, faithfully and honestly, and use best efforts to promote the interests of the Company. The Consultant agrees to observe all instructions,

rules, guidelines, policies and practices now or hereafter established by the Company for the conduct of its affairs. The Consultant agrees to refrain from disclosing or discussing any information relating to the Company, or any aspect of its business, with any third party, in a way or manner which could reasonably be expected to negatively impact the business or reputation of the Company.

Section 1.4 Term

This Agreement shall be effective as of the Effective Date and shall continue for a period of **twelve (12) months** unless otherwise terminated in accordance with Article 3 hereof.

Section 1.5 Independent Contractor

The Consultant's relationship with the Company shall be that of an independent contractor and not that of an employee. Accordingly, the Consultant will be eligible for any employee benefits, other than as specifically provided for herein, nor will the Company make deductions from payments, if any, made to the Consultant for taxes, all of which will be the Consultant's responsibility. The Consultant agrees to indemnify and hold the Company harmless from any liability for, or assessment of, any such taxes imposed on the Company by relevant taxing authorities.

ARTICLE 2 – COMPENSATION

Section 2.1 Consulting Fee

The Company shall pay to the Consultant a one-time consulting fee (the "**Consulting Fee**") of **\$500,000** upon the Effective Date, and for which the Consultant shall invoice the Company immediately upon the entering into of this Agreement. Subject to any bonus paid at the discretion of the board of directors, the Consulting Fee represents the full consideration to be provided to the Consultant in connection with the provision of the Services pursuant to this Agreement.

The Consultant shall be eligible to participate in any stock option or equity incentive plans which the Company may have in effect from time to time. The grant of any incentive stock option or equity bonus to the Consultant shall be at the sole discretion of the board of directors.

ARTICLE 3– TERMINATION

Section 3.1 Termination by the Company or the Consultant

The Company may terminate this Agreement at any time upon the provision of written notice to the Consultant, following which the Consultant will be entitled to retain the Consulting Fee but will not be entitled to any further compensation or consideration from the Company.

ARTICLE 4– CONFIDENTIALITY

Section 4.1 Confidentiality

The Consultant acknowledges that the Consultant holds a position of trust within the Company and that the Consultant has been and will be entrusted with detailed confidential information concerning the business and affairs of the Company the disclosure of any of which would be

highly detrimental to the best interests of the Company, and which includes the terms and conditions of this Agreement.

The Consultant covenants and agrees with the Company that the Consultant will not disclose, directly or indirectly, any confidential information to any person nor shall the Consultant use the same for any purposes, other than those of the Company except those that are or become generally known in the industry or to the public other than through a breach of the Consultant's obligations hereunder or are disclosed pursuant to law.

The obligations of the Consultant under this Article shall continue during the course of the Consultant's engagement with the Company and, unless otherwise provided in writing by the Company, shall survive the expiration or termination of the Consultant's engagement and this Agreement.

Section 4.2 Public Disclosure

The Consultant acknowledges that the Company intends to list its securities on a Canadian stock exchange and in so doing will become a publicly traded company. The Consultant agrees to refrain from disclosing or discussing any information relating to the Company, its personnel, or any aspect of its business, with any third party, in a way or manner which could reasonably be expected to negatively impact the Company's stock price, business or business reputation.

ARTICLE 5- GENERAL

Section 5.1 Notice Provisions

Except as otherwise expressly provided herein, all notices relating to this Agreement shall be in writing and either delivered by hand, courier service, facsimile transmission or registered or certified mail and addressed as follows:

The Consultant: **Wallace Hill Partners Ltd.**
Suite 1500, 1055 West Georgia Street
Vancouver, British Columbia, V6E 4N7

The Company: **Billy Goat Brands Ltd.**
Suite 510, 580 Hornby Street
Vancouver, British Columbia, V6C 3B6

The addresses above may be changed by notice given in accordance with the provisions of this section. Any notice which is delivered by hand, courier service shall be effective when delivered and any notice which is sent by registered or certified mail shall be effective upon delivery as recorded on the receipt.

Section 5.2 Entire Agreement

This Agreement contains the entire agreement between the Company and the Consultant and supersede all previous negotiations, understandings and agreements whether verbal or written, with respect to the terms and conditions of engagement between the Company and the Consultant. The parties agree that this Agreement may only be modified in writing signed by both parties.

Section 5.3 Laws

This Agreement will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Company and the Consultant agree that if there is any dispute between them with respect to the rights of either party under this Agreement, excepting any dispute arising out of Article 4, such dispute will be resolved by final and binding arbitration before a sole arbitrator pursuant to the Arbitration Act of British Columbia. The Company will bear the costs of the arbitrator appointed for any such proceedings.

Section 5.4 Successors and Assigns

This Agreement shall not be assignable by either party unless the written consent of the other party has been obtained, provided, however, that the Company may assign this Agreement to any entity with which it is affiliated provided that such assignment shall not release the Company from its obligations hereunder. This Agreement shall enure to the benefit and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

Section 5.5 Severability

In the event that any provision or parts of this Agreement will be deemed void or invalid, the remaining provisions or parts will be and remain in full force and effect.

Section 5.6 Legal Advice

The Consultant understands that by executing this Agreement, the Consultant accepts and agrees to be bound by its terms and conditions. The Consultant acknowledges that the Consultant is signing this Agreement freely and voluntarily having had an opportunity to review, understand and seek independent legal advice as to the meaning of the above provisions.

Section 5.7 Currency

All amounts expressed herein are in Canadian dollars unless otherwise noted and all payments hereunder are subject to all applicable and required deductions.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the Agreement Date.

BILLY GOAT BRANDS LTD.

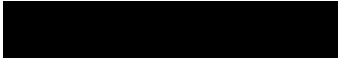
WALLACE HILL PARTNERS LTD.

Per:  Information type - Signature.

Authorized Signatory

Per:  Information type - Name and signature.

Authorized Signatory


Information type - Name.