

CLIENT SERVICES AGREEMENT

This Client Services Agreement incorporates the Terms and Conditions attached hereto between Stockhouse Publishing Ltd., 1625 - 1185 West Georgia Street, Vancouver, BC V6E 4E6 ("Stockhouse"), and ("Client") below:

| | | |
|----------------------|--------------------------------|--------|
| Company Name: | Billy Goat Brands Ltd. | |
| Address: | Suite 2200 - 885 W Georgia St. | |
| City: | Vancouver | |
| Province: | BC | Canada |
| Postal: | V6C 3E8 | |

| | |
|-----------------------|-------------|
| Ticker Symbol: | (CSE: GOAT) |
|-----------------------|-------------|

| | | | |
|-----------------------------|----------------------------------|------------------------|--------------|
| Contact name: | Information type - Name | Company Tel: | 778.991.6135 |
| Email address: | Information type - Email address | Contact Tel: | |
| Website: | | Contact Fax: | |
| Acctg Contact Name: | | Contact Mobile: | |
| Acctg Contact Email: | | Acctg Tel: | |

| Product | Item | Quantity | Unit | Unit Price | Price | Volume Discount | Extended |
|---------|------|----------|------|------------|-------|-----------------|----------|
|---------|------|----------|------|------------|-------|-----------------|----------|

Billy Goat Brands // Capital Markets

\$120,000

Partner has access to all Stockhouse Products and Services up to a value of \$120,000.
 Partner will work with their Account Manager to optimize and plan program.
 A full program overview will be conducted at program kickoff session.
 Use of the Stockhouse Tool Directory at **43% Discount**

Key deliverables-Delivery plan in line with contract term as outlined below

PROGRAM LAUNCH

ESTABLISH STRATEGY + PROGRAM GOALS
 BUILD ENHANCED PROFILE AND CORE MARKETING MATERIALS
 INITIAL LAUNCH CAMPAIGN WITH CONTENT AND TRAFFIC DRIVERS

ADDITIONAL TOOLS

SOCIAL MEDIA
 SOCIAL MEDIA DISTRIBUTION ON STOCKHOUSE ARTICLES
 QUARTERLY EMAIL DISTRIBUTION FOR MILESTONE PRESS RELEASES
 CEO INTERVIEWS – WRITTEN, PODCAST, VIDEO

FULL TIME SERVICES

COMPANY SHOWCASE – STOCKHOUSE PARTNERSHIP STATUS
 SECTOR & GEO TARGETED BANNERS
 ENHANCED PROFILE TO AMPLIFY YOUR QUOTE PAGE & LEADS
 EDITORIAL COVERAGE OF ONGOING NEWS
 FREE COVERAGE AT INDUSTRY EVENTS, INCLUSION IN STOCKTALK SECTOR REPORTS
 NEWS AMPLICATION VIA STOCKHOUSE PRODUCT SET
 QUARTERLY BUSINESS REVIEW
 EMAIL REPORTS ON PRODUCT PERFORMANCE AND ONLINE REPORTING PORTAL

Special Instructions/Modifications/Add-ons

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|--------------------------|---|
| Contract Term: | 12 months from the effective date below |
| Private Placement | |
| Renewal Terms: | This contract does not renew |

| | | |
|--|-------------------------|---------------------|
| | Subtotal | \$120,000.00 |
| | HST (#809639628) | \$6,000.00 |
| | Total investment | \$126,000.00 |
| | Currency: | CAD |

PAYMENT TERMS

\$100,000 plus tax is due upon closing the private placement. For the remaining, an initial payment of 25% of the program cost any the value of any setup fees is due upon signing, which will be applied as a three (3) month deposit equal to the last two (2) months of service and the first (1) month in advance, with the balance to be paid in regular monthly installments due the first of each month, in advance. Any installment payment overdue by more than 30 days will result in suspension of services. After 45 days past due, there will be a fee to reactivate the services equal to 10% of the contract value. Should payment remain in arrears for any additional time past the date of suspension, the entire balance of the purchase price, tax, and accrued interest, will become due and payable immediately. Client understands that the above program is purchased in its entirety on the date of signing, and the monthly payment plan is offered as a convenience only. Interest on late payments shall accrue at 18% annually.

This Agreement is effective: **Upon Payment**

Agreed and accepted by person authorized to bind the company:

Stockhouse Publishing Ltd.

Name: Information type - Name
 Title: Information type - Title
 Signature: _____
 Date: April 9, 2021
 Account Executive: Information type - Name.

Client: Billy Goat Brands Ltd.

Name: Information type - Name
 Title: Information type - Title
 Signature: Information type - Signature.
 Date: April 13, 2021
 Version February, 2021

TERMS AND CONDITIONS

CLIENT SERVICES AGREEMENT

between

Stockhouse Publishing Ltd., 1625 – 1185 West Georgia Street, Vancouver, BC V6E 4E6 (“Stockhouse”) and (“Client”)

BILLY GOAT BRANDS LTD. 2200 - 885 West Georgia Street, Vancouver, BC V6C 3E8

TERMS AND CONDITIONS

Services. Client agrees to purchase, and Stockhouse agrees to provide services described in the Services Agreement attached hereto (the “Services”).

Term. This Client Services Agreement, unless terminated or extended, will commence on the Effective Date provided in the Agreement(s) and will expire at the end of the Contract Term provided in Agreement(s), unless the Agreement states that it renews. Any purchased products not used at the end of the Contract Term will expire without compensation. Services, payments, and other terms are effective upon execution of the Services Agreement by both parties.

Information Responsibility. In cases where Client provides information or material for inclusion in the Services, Client acknowledges and warrants that Stockhouse has no input or editorial function in such information or material. Client warrants that such information or material is true and factual as presented. Where Stockhouse provides layout, production or graphic services to present information or material on its website(s), Client bears full responsibility and liability for the final product. Stockhouse requires two full business days after receipt of information or material for implementation. Client shall proofread and approve all content before it is placed on Stockhouse website(s) or email. Title, ownership rights and intellectual property rights in Services will remain with Stockhouse and its suppliers. Client bears sole liability arising out of or relating to the information and material that the Client desires to have Stockhouse place online or distribute for purposes of the Service. Client represents and warrants that the use, reproduction, distribution or transmission of their information or material will not violate any laws including securities or any rights of any third parties, including, but not limited to copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, or any other rights or any person or entity.

Representations. Stockhouse makes no representation or warranties relating to the results of Services, including without limitation, the number of page views, click-throughs, leads, effect on share price, influence on any capital market activities, or any promotional effect thereof.

Indemnification. Client indemnifies and holds Stockhouse harmless from and against any and all claims, judgments, awards, costs, expenses, damages, losses and liabilities (including reasonable attorney’s fees) of whatsoever kind and nature that may be asserted, granted or imposed against Stockhouse directly or indirectly arising from or in connection with: (i) any misrepresentation made by Client regarding Stockhouse or the Products; (ii) any omission or inaccuracy in Client’s advertisements or marketing or promotional materials that relate to Stockhouse or the Products; (iii) any alteration, customization or other modification of the Product made by Client, or any Client’s employees or agents. This Section will not be construed to limit or exclude any other claims or remedies which Stockhouse may assert under this Client Services Agreement or by law.

Limitation of Liability. Stockhouse has no liability for any damages caused by errors in design, artwork and copy of information and materials, except to amend any errors made by Stockhouse at no charge. Stockhouse warrants that Products will operate substantially in accordance with the Internet Advertising Bureau (IAB) industry standards during the term of this Client Services Agreement. However, if it is determined that Products fail to operate substantially in accordance with the IAB standards, Stockhouse only responsibility will be to exercise reasonable efforts consistent with industry standards to cure such failure. THE WARRANTIES DESCRIBED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENTS PERMITTED BY LAW.

Default. The parties acknowledge that Products rely in part on the public internet for their delivery, and that Stockhouse has no control over private and public network operators and that outages may occur at any time, and last indefinitely. Although Stockhouse will use commercially reasonable efforts to work with network operators to solve network outages, Stockhouse cannot be responsible in any way for network failure downstream of its platform. Client agrees that Stockhouse is strictly acting as a distributor of Client’s information or material and that Stockhouse has no responsibility for errors in content, omissions, consequences, damages, costs, refunds or rebates of any kind arising from any interruption of Services or other unavailability of the internet or data source, under any circumstances, its only liability shall be to refund to the Client only that portion of the fee calculated by dividing the total number of hours of unavailability by the total number of hours in the period of the Services.

Relationship of parties. The parties are independent contractors under this Client Services Agreement and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant or other relationship. Neither party shall act in a manner which expresses or implies a relationship other than that of independent contractor, nor represent itself as an agent or legal representative of the other, nor bind the other party.

Construction. No conditions other than those set forth in this Client Services Agreement shall be binding on Stockhouse unless expressly agreed to in writing by an officer of Stockhouse. The Client Services Agreement supersedes and replaces any existing oral agreements. The invalidity of any section of this Client Services Agreement shall not be deemed to affect the validity of any other section. In the event that any provisions of this Client Services Agreement are held to be invalid, the remaining provisions shall remain in full force and effect.

Termination by Stockhouse. Stockhouse may terminate this Client Services Agreement immediately if (i) Client fails to meet its payment obligations under this Client Services Agreement and this failure continues for ten days or more after written notice from Stockhouse; (ii) Client infringes Stockhouse’s intellectual property rights; (iii) Client violates any other provision hereof. Stockhouse may terminate this Client Services Agreement immediately if the Client’s business is deemed by competent authority to be operating unlawfully or is in violation of any applicable securities regulation or if there is a merger, sale of substantially all of the assets, or change of control of Client. A “change of control” shall be deemed to occur when an entity acquires 50% or more of the voting shares of equity interest in Client or in the event of a change of a majority of the Board of Directors (or majority of the partners if a partnership) of Client. Client shall within 5 business days advise Stockhouse in writing of any legal name change. In the event of Termination, all outstanding Services will expire and the Client agrees to pay any outstanding installment payments within 10 days.

Aggregate Liability. Notwithstanding any provision contained herein to the contrary, in no event will the aggregate liability of Stockhouse, and its Related Parties to the Company for actions, causes of action, contracts, liabilities, losses, claims, suits, costs, expenses, demands, awards and damages of whatever nature or kind and howsoever arising exceed the total amount paid by Client to Stockhouse in the 6 months immediately preceding the date the claim arises.

I acknowledge that I have read and agree with all terms and conditions presented within this agreement.  Information type - Signature.
Initials.