#### **SERVICES AGREEMENT**

This SERVICES AGREEMENT (this "Agreement") is entered into as of September 13, 2021,

#### BY AND BETWEEN:

**Future Money Trends, LLC** with offices located at 723 West University Ave. #110-283 Georgetown TX 78626

(the "Service Provider")

#### AND:

**Billy Goat Brands Ltd.** with an address for service at 2200-885 West Georgia St. Vancouver, BC V6C 3E8

(the "Customer")

## 1. <u>Services</u>.

- (a) The Service Provider shall provide to the Customer the following services in accordance with the terms and subject to the conditions set forth in this Agreement (collectively, the "Services"):
  - (i) services in respect of the creation and development of digital marketing campaigns, influencer profiles and online videos; and
  - (ii) services in respect of the creation and development of digital and native advertisements.
- (b) The Service Provider shall provide the Services for a period of twelve months from the date of this Agreement, unless this Agreement is sooner terminated in accordance with the terms hereof.
- (c) The Service Provider will provide the Customer with a draft of any and all content created pursuant to the Services (the "Editorial Content") for the Customer's written approval prior to the release or publication of any of the Editorial Content.
- Excluded Services. 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 Customer. The Service Provider 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 Customer.

## 3. Fees and Expenses.

(a) For the Services to be performed hereunder, the Customer shall pay to the Service Provider an aggregate of USD \$500,000 (inclusive of taxes), due and payable in full on the date of this Agreement as directed by the Service Provider. The Service Provider will provide an invoice to the Customer for this amount.

- (b) The Customer shall be responsible for all goods and services, harmonized sale, sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind.
- 4. <u>Term.</u> This Agreement shall commence as of the date first written above and shall continue thereafter until the completion of the Services, unless sooner terminated as follows:
  - (a) The Service Provider may terminate this Agreement before the completion of the Services on written notice if the Customer fails to pay any amount when due hereunder.
  - (b) The Customer may terminate this Agreement at any time on written notice, following which the Service Provider will be entitled to retain any fees paid to date under this Agreement, but will not be entitled to any further compensation from the Customer.
- 5. <u>Independent Contractor</u>. The details of the method and manner for performance of the Services by the Service Provider shall be under its own control, the Customer being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. The Service Provider is for all purposes hereunder an independent contractor and in no event will Service Provider be considered an agent or employee of the Customer or any of its subsidiaries or affiliates for any purpose.
- 6. <u>Limited Warranty</u>. The Service Provider warrants that it shall perform the Services (a) using personnel of commercially reasonable skill, experience, and qualifications; and (b) in a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services. The Service Provider makes no warranties except for those set out above; and disclaims all other warranties and conditions, whether express or implied, including but not limited to implied warranties and conditions of merchantability, fitness for a particular purpose, and free and clear title. The Service Provider's sole and exclusive liability and the Customer's sole and exclusive remedy for breach of the limited warranty set out in this Section shall be for the Service Provider to use commercially reasonable efforts to cure any such breach.
- Limitation of Liability. In no event shall the Service Provider be liable to the Customer or to any third party for any loss of use, revenue, or profit, or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall the Service Provider's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid to the Service Provider in the 12-month period preceding the event giving rise to the claim.
- 8. <u>Miscellaneous</u>. *Governing Law*: This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of

Canada applicable therein, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the Province of British Columbia. Choice of Forum: Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from, or relating to this Agreement shall be instituted in the courts of the Province of British Columbia situate in the City of Vancouver. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Entire Agreement: This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. Severability: The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Amendments and Modifications: The parties may not amend this Agreement except by written instrument signed by the parties. Assignment and Delegation: Neither party may directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. The Service Provider, however, may subcontract the Services. Successors and Assigns: This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Counterparts: This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

The undersigned parties have executed this Agreement as of the date first written above.

## **Future Money Trends, LLC**

Name: Title:

# Billy Goat Brands Ltd.



Information type - Name and signature.

The undersigned parties have executed this Agreement as of the date first written above.

| Future Money Trends, LLC               |   |
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|  | - |
| Name:                                  |   |
| Title:                                 |   |
| Information type - Name and signature. |   |
| Billy Goat Brands Ltd.                 |   |
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| Name:                                  |   |
| Title:                                 |   |