

Pro Return AG

Poststrasse 1 | 9100 Herisau | Switzerland

SERVICES AGREEMENT

THIS AGREEMENT is between Pro Return AG (hereinafter referred to as "PRAG") located at Poststrasse 1, CH-9100 Herisau and **Billy Goat Brands Ltd.**, (hereinafter referred to as "GOAT") located at Suite 2200, 885 West Georgia Street, Vancouver, B.C., V6C 3E8, Canada

WHEREAS, GOAT would like to engage PRAG to provide general capital markets consulting services for the international markets and PRAG is willing to provide such services to GOAT.

THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DUTIES AND INVOLVEMENT.

GOAT hereby engages PRAG to provide general capital markets consulting services for the international markets. PRAG shall focus on the international markets with the goal of introductions to institutional investors in order to finance the company. The consulting services shall include, without limitation, a review of business plans, corporate presentations and general corporate development materials.

2. RELATIONSHIP AMONG THE PARTIES.

PRAG and its agents acknowledge that they are not officers, directors or agents of GOAT, they are not, and will not, be responsible for any management decisions on behalf of GOAT, and may not commit GOAT to any action. GOAT represents that PRAG and its agents do not have, through stock ownership or otherwise, the power to control GOAT or to exercise any dominating influences over its management. PRAG understands and acknowledges that this Agreement shall not create or imply any agency relationship among the parties, and PRAG will not commit GOAT in any manner except when a commitment has been specifically authorized in writing by GOAT.

3. SERVICES NOT EXCLUSIVE.

The engagement of PRAG by GOAT pursuant to this Agreement is non-exclusive to either party. For clarity, PRAG may provide similar services to other companies, and GOAT may engage consultants performing similar services to those provided by PRAG pursuant to this Agreement.

4. CONFIDENTIALITY.

- (A) PRAG acknowledges that it may have access to information regarding GOAT and its business. PRAG agrees that it will not, during or subsequent to the term of this Agreement, divulge, furnish or make accessible to any person or group (other than with permission of GOAT) any such information, including knowledge or information or plans of GOAT with respect to GOAT or its business.
- (B) By signing this Agreement PRAG agrees on its own behalf and on behalf of its directors, officers, employees and agents that PRAG will not trade any securities of GOAT unless any material information or changes have first been released to the public and secondly that in the event of termination of this Agreement that PRAG will keep confidential such information until it is publicly disclosed. Notwithstanding the generality of the foregoing PRAG will ensure that any trading which PRAG effects in GOAT securities will be done in compliance with all applicable securities laws.

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5. COVENANTS

- (A) During the term of this Agreement, PRAG warrants, represents and agrees that it will not compete directly with GOAT in GOAT's primary industry or related fields.
- (B) PRAG agrees to perform its services honestly and in good faith with a view to the best interests of GOAT and in compliance with all laws and regulatory requirements. PRAG represents to GOAT that PRAG is familiar with any such laws, regulations, policies and rules.

6. EFFECTIVE DATE, TERM AND TERMINATION

The term of this agreement is for fifteen months and shall be effective as of October 1st, 2021 and will continue until December 31th, 2022. This agreement can only be modified by mutual agreement. Any modification has to be in writing in order to be effective. Following the initial term, this agreement will not renew automatically. GOAT may terminate this agreement and request that SC cease providing the Services by giving 30 days' written notice to SC.

7. COMPENSATION

GOAT agrees to pay PRAG an all in fee of 400.000 EUR for the agreed term **to be payed in advance**. Additonal charges may apply according to written instructions from GOAT and in agreement with both parties.

8. MISCELLANEOUS PROVISIONS

- a) *Time*. Time is of the essence of this Agreement.
- b) *Presumption*. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.
- c) *Computation of Time*. In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday or a legal holiday, in which event the period shall run until the end of the next day thereafter which is not a Saturday, Sunday or legal holiday.
- d) *Titles and Captions*. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.
- e) *Pronouns and Plurals*. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person or Persons may require.
- f) *Further Action*. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.
- g) *Good Faith, Cooperation and Diligence*. The parties hereto covenant, warrant and represent to each other to act diligently, honestly, and in good faith, and to cooperate with the other party, in the performance of all obligations of the parties pursuant to this Agreement.
- h) *Savings Clause*. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such

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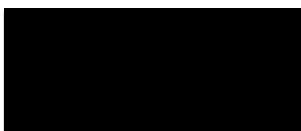
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provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

- i) *Assignment.* This Agreement may not be assigned by either party hereto without the written consent of the other, but shall be binding upon the successors of the parties.
- j) *Notices.* All notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered, either personally, by email or by express delivery service, to the party to be notified. Notice to each party shall be deemed to have been duly given upon delivery, personally, by courier (provided confirmation of delivery is provided by the courier using Federal Express or similar express delivery service), or by email (provided receipt of the email is acknowledged) addressed to the attention of the officer at the address set forth heretofore (or below in the case of email), or to such other officer or addresses as either party may designate, upon at least ten (10) days' written notice, to the other party, if not otherwise described in this Agreement.
- k) *Governing law.* The Agreement shall be construed by and enforced in accordance with the laws of Switzerland.
- l) *Entire agreement.* This Agreement contains the entire understanding and agreement among the parties. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing signed by all parties.
- m) *Waiver.* A delay or failure by any party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right.
- n) *Counterparts.* This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. In the event that the document is signed by one party and faxed or electronically reproduced (i.e. scanned) and attached to an email to another the parties agree that the signature on such fax or email attachment shall be binding upon the parties to this agreement as though the signature was an original.
- o) *Successors.* The provisions of this Agreement shall be binding upon all parties, their successors and assigns.
- p) *Counsel.* The parties expressly acknowledge that each has been advised to seek separate counsel for advice in this matter and has been given a reasonable opportunity to do so.

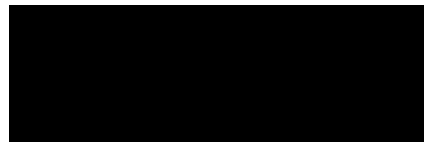
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to be effective as of the day and year provided herein.

The foregoing is acknowledged, accepted and agreed to on October 1st, 2021.



Information type - Signature.

Billy Goat Brands Ltd.



Information type - Signature.

Pro Return AG



Information type - Name.