

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (the "Agreement") dated as of this 7th day of March, 2021;

BETWEEN:

ADVANCE UNITED HOLDING, INC.

a corporation incorporated under the laws of British Columbia, its head office at 372 Bay Street, Suite 301, Toronto, Ontario M5H, Canada
(hereinafter referred to as the "**Company**")

AND

JAMES R. ATKINSON, an individual,
residing at #304 125 Raymond Street, Guelph Ontario N1H 3S6
(hereinafter referred to as the "**Manager**")

WHEREAS:

1. The Company is engaged in the junior mining business and related activities (the "Business");
2. The Company wishes to engage the Manager to fulfill the duties and responsibilities of Chief Executive Officer ("CEO") of the Company; and,
3. The Company has agreed to engage the Manager to act as CEO of the Company for a term of three (3) years, subject to the terms and conditions hereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, for and in consideration of the premises, the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. **Retention of Manager.** The Company hereby agrees to retain the services of the Manager to fulfill the duties and responsibilities of CEO of the Company.
2. **Duties.** The Manager shall perform services (the "Services") commensurate with those of the CEO of the Company of the Company, as determined from time to time by the Board of Directors (the "BOD").
3. **Devotion of Time.** The Manager will perform the Services faithfully and diligently and shall devote such time as reasonably necessary to perform the Services in accordance with industry standards.
4. **Term.** Subject to the terms hereof, the effective date of this Agreement is deemed January 1, 2021, (the "Commencement Date") and shall continue until the earliest to occur of the following: (i) the third anniversary of the Commencement Date (the "Term"); or (ii) termination of this Agreement in accordance with Section 9 below. Upon termination of this Agreement, the Services of the Manager shall be automatically terminated, and the Manager shall have no claims

against the Company for failure to file reasonable notice of termination or otherwise except as provided for herein.

5. **Prior Agreements.** By executing this Agreement, the Manager acknowledges and agrees that the terms and conditions set out in this Agreement represent the entire agreement relating to the Manager's services with the Company, and that this Agreement supersedes and replaces all previous agreements (oral or written), prior discussions, negotiations, commitments, undertakings, arrangements, representations, negotiations or conditions, relating or in any way connected to the Manager's services with the Company.
6. **Compensation.** As compensation for Services provided by the Manager herein, the Company shall:
 - a. during the 1st year of this Agreement, pay the Manager a base annual salary equivalent to \$60,000CAD, which shall be paid in equal monthly payments due on the 1st day of each month during the term of this Agreement. Thereafter, for the subsequent years during the Term, the Company and Manager shall, in good faith, assess and where appropriate increase Managers annual base salary;
 - b. grant to Manager a to be determined number of Stock Options pursuant to a duly adopted Company Stock Option Plan. The number of Stock Options and exercise price thereof shall be negotiated in good faith by and between the Company and the Manager, and shall be granted to Manager in such manner consistent with standard accepted business and industry standards and practices; and,
 - c. provide the Manager the right to receive, during each year of the Term of this Agreement, a bonus pursuant to any executive revenue profit sharing plan to be established by the Company commensurate with persons of similar status and authority within the Company.
7. **Expenses.** The Company will reimburse the Manager for any and all costs and expenses reasonably, necessarily and actually incurred by him in the course of the performance of the Services or otherwise properly incurred by the Manager for and on behalf of the Company. Such expenses include all travel, transportation, accommodation and other business expenses incurred in the course of the performance of the duties and responsibilities under this Agreement. All such costs and expenses will be reimbursed upon the Manager providing reasonable and satisfactory evidence such expenses and disbursements.
8. **Benefits.** During the Term, Manager and, to the extent applicable, Manager's family, dependents, and beneficiaries, shall be allowed to participate in all benefits, plans, and programs, including improvements or modifications of the same, that are now or may hereafter be available to Managers of the Company generally. Such benefits, plans, and programs may include a profit-sharing plan, a thrift plan, group medical insurance, dental insurance, vision insurance, travel and accident insurance, short-term and long-term disability insurance, life insurance, and a pension plan. The Company shall not, however, by reason of this Section be obligated to institute, maintain, or refrain from changing, amending, or discontinuing any such benefit plan or program, so long as such changes are similarly applicable to Managers of the Company generally.
9. **Termination:**

Notwithstanding anything contained in this Agreement, the Company and the Manager agree that this Agreement and the Services of the Manager may be terminated as follows:

- (a) in the event of death;
- (b) in the event of serious illness of the Manager which lasts longer than six calendar months;
- (c) immediately, at any time, and without notice, for cause or if the Manager violates any of the policies, rules and practices of the Company or fails to comply with any of the provisions of this Agreement;
- (d) at any time by the Manager after giving three months notice to the Company;
- (e) at any time by the Company, without cause, by giving one-year written notice to the Manager or by paying in lieu of such notice, an amount equal to the Manager's current monthly salary, calculated over a period of one year and payable in 12 equal monthly installments (the "Monthly Installments"). In addition, the Company shall continue to make available to the Manager the benefits provided hereunder for a period of twelve months. The foregoing notice includes notice required by applicable law or any similar legislation which may be in force from time to time. The Manager agrees that the foregoing notice is deemed conclusively to be reasonable notice of termination. The Manager agrees that he is not entitled to any additional notice or pay in lieu of notice of severance pay. The Manager acknowledges that the Company has drawn his attention to the provisions contained herein prior to executing this Agreement; or,
- (f) upon the Manager attaining seventy-five years of age.

10. Confidential Information, Non-Competition and Non-Solicitation

The Manager acknowledges that in the course of performing its duties under this Agreement, he will have access to and will be entrusted with confidential information and trade secrets concerning the business of the Company and relating but not limited to practices, products, inventions, names or lists of customers or users or developments of the Company or in which the Company is interested and all other information of every kind or nature pertaining to the business of the Company.

The Manager covenants and agrees that all confidential information and trade secrets acquired by him or disclosed to him by the Company in connection with the services rendered under this Agreement shall be held in the strictest confidence. The Manager shall not disclose any term of this Agreement and his Services or at any time thereafter, without the prior written consent of the Company. Neither during the term of this Agreement nor at any time thereafter will the Manager make use of such information for his personal benefit or for the benefit of any other person or persons, firm, partnership, association, company or corporation other than the Company or assist others in doing so.

All letters, notes, data, photographs, sketches, drawings, lists of customers or users, publications, manuals, books, tools, equipment, supplies, keys and other property pertaining to the business of the Company, its operations and processes are and shall remain the sole and exclusive property of the Company and the confidentiality of the same shall be protected by the Manager.

11. General


- 11.1 Unless otherwise noted, all references to currency herein are references to Canadian dollars.
- 11.2 No waiver by either party to this Agreement any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No such amendment or waiver of any provision of this Agreement will be binding upon a party unless made in writing and signed by such party. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement which will remain in full force and effect.
- 11.3 The rights that accrue to the Company under this Agreement will pass on to its successors, assigns, heirs and legal representatives, including any corporation or other business organization with which the Company may merge or consolidate or to which it may transfer substantially all of its assets. The Manager's rights under this Agreement cannot be assigned or transferred in any manner.
- 11.4 Any notice, consent, direction or other instrument required or permitted to be given under the provisions of this Agreement must be in writing and may be given by delivering, or mailing by prepaid registered mail, in each case addressed to the addresses for the parties set out in the preamble to this Agreement or to the parties' addresses last known. Any notice, consent, direction or other instrument, if delivered, will be deemed to have been given on the day on which it was delivered, and if mailed will be deemed to have been given on the fourth business day following the day on which it was mailed. Any party may give written notice of the change of his or its address in the same manner in which any notice will be given and any notice to that party after the deemed date of delivery of such notice of change of address will be given to him or it as above at such changed address.
- 11.5 This Agreement is made in Ontario and will be interpreted and governed only in accordance with the laws of the Province of Ontario and the laws of Canada, as applicable, without reference to their conflict of laws principles. This Agreement will only be interpreted by a judge of competent jurisdiction within the Province of Ontario, unless the Manager and the Company otherwise specifically and mutually agree in writing.
- 11.6 Notwithstanding the termination of this Agreement, Sections 4, 7, 9 and 10 will survive such termination.
- 11.7 Time will be of the essence of this Agreement.
- 11.8 By executing this Agreement, the Manager acknowledges and agrees that the terms and conditions set out in this Agreement represent the entire agreement relating to the Manager's management service with the Company.
- 11.9 The Manager confirms that he has had an opportunity to obtain independent legal advice with respect to the subject matter of this Agreement, and has done so or has refused to do so of their own volition, and has entered into this Agreement freely, voluntarily and without duress.
- 11.10 The headings or subheadings appearing in this Agreement are inserted for convenience and reference only and are not to be construed in any way as additions to or limitations of the covenants and terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as at the date first above written.

ADVANCE UNITED HOLDING, INC.

"Walter Henry"

By: Walter Henry 
Its: Independent Director On behalf of the Board of Directors

MANAGER 

"James Atkinson"

 James R. Atkinson