

## CORPORATE SERVICES CONSULTING AGREEMENT

This Corporate Services Consulting Agreement (the “Agreement”) is made and entered into this 1<sup>st</sup> day of June, 2023 by and between **AI Centrix Resource Holdings Inc.** (The “Company”), with an address of #406– 2211 Wall St., Vancouver, BC V5L 1G4 and **1139179 ONTARIO INC.** (The “Consultant”), with an address of #1032-21 Iceboat Terrace, Toronto, Ontario, M5V 4A9.

WHEREAS:

1. The Consultant is willing and capable of providing general bookkeeping, accounting and corporate secretarial services including general financial and administration services (the “Services”).
2. The Company desires to retain the Consultant as a related party Consultant and the Consultant desires to be retained in that capacity upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Consulting Services.** The Company hereby retains the Consultant as a related party Consultant to provide the Services.
2. **Time, Place and Manner of Performance.** The Consultant shall perform dedicated and on-demand services for the Company for the duration of the Agreement to begin effective the listing of the Company. The time, place and manner of performance of the Services by 1139179 ONTARIO INC. or its business network or associates hereunder, including the amount of time to be allocated by the Consultant to any specific service, shall be determined in the sole discretion of the Consultant.
3. **Term of Agreement.** The term of this Agreement shall be for one year period. The Agreement shall automatically renew upon completion of the initial term. All fees due and payable to the Consultant shall remain in force if not paid in full by the Company upon expiry of this Agreement.
4. **Compensation, Retainer and Renewal.** In consideration of the services to be provided for the Company by the Consultant, the Company hereby agrees to compensate the Consultant the sum of CAD\$3,000 per month plus taxes (if applicable), the Services payable in the form of retainer from the \$34,052.05 conversion of the loan amount due from the \$30,000 Derrick Gaon Loan Agreement and any other prepayment or payment of services as mutually agreed between the Parties. Compensation for any renewal periods shall be mutually agreed between the Parties.
5. **Invoicing and Payments.** The Consultant shall invoice the Company when fees are agreed to be paid or prepaid by the Company at minimum on a monthly basis. Any changes in Consulting Fees must be agreed to in writing. Payments shall be remitted upon receipt of invoices and may be made directly to 1139179 ONTARIO INC. as the Consultant.

- 6. Termination.** Notwithstanding any provision contained in this agreement on the contrary, this Agreement may be terminated by either party upon (30) days' prior written notice. If termination is initiated by the Company then the Consultant shall be compensated for all costs related to services provided under this Agreement including refunding any monies advanced to the Company under Section 4(c) of this Agreement.
- 7. Work Product.** It is agreed that, prior to distribution, all information and materials produced for the Company shall be the property of the Company, free and clear of all claims thereto by the Consultant, and the Consultant shall retain no claim of authorship therein.
- 8. Disclosure of Information.** The Consultant recognizes and acknowledges that it has and will have access to certain confidential information of the Company, its customers, and affiliates that are valuable, special and unique assets and property of the Company, its customers, and affiliates. The Consultant including any third-parties contracted through the Consultants business network will not, during or after the term of this Agreement, disclose, without the prior written consent or authorization of the Company, any of such information to any person, except to authorize representatives of the Consultant or its affiliates, for any reason or purpose whatsoever. In this regard, the Company agrees that such authorization or consent to disclosure may be conditioned upon the disclosure being made pursuant to a secrecy agreement, protective order, provision of statute, rule, regulation or procedure under which the confidentiality of the information is maintained in the hands of the person to whom the information is to be disclosed or in compliance with the terms of a judicial order or administrative process.
- 9. Nature of Relationship.** It is understood and acknowledged by the parties that the Consultant is being retained by the Company in a related party but independent capacity and that in this connection, the Consultant hereby agrees, except as provided in paragraph 4, herein above or unless the Company shall have otherwise consented in writing, not to enter into any agreement or incur any obligation on behalf of the Company.
- 10. Conflict of Interest.** The Consultant shall be free to perform services for other persons. The Consultant will notify the Company of its performance of consulting services for any other person, which could conflict with its obligations under this Agreement. Upon receiving such notice, the Company may terminate this Agreement or consent to the Consultant's outside consulting activities; failure to terminate this Agreement shall constitute the Company's ongoing consent to the Consultant's outside consulting activities.
- 11. Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and delivered via email for each party, as follows:

If to: 1139179 ONTARIO INC.  
Email: [derrickgaon@gmail.com](mailto:derrickgaon@gmail.com)

If to: AI Centrix Resource Holdings Inc.  
Email: [ronozols@gmail.com](mailto:ronozols@gmail.com)

- 12. Waiver of Breach.** Any waiver by the Consultant of a breach of any provision of this Agreement by the Company shall not operate or be construed as a waiver of any subsequent breach by the Company.
- 13. Assignment.** This Agreement and the rights and obligations of the parties hereunder shall inure to the benefit of and shall be binding upon their successors and assigns. This Agreement may not be otherwise assigned.
- 14. Jurisdiction and Venue.** It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the province of British Columbia. Therefore, each of the parties hereto hereby consents to the jurisdiction and venue of the Vancouver City courts of the Province of British Columbia.
- 15. Entire Agreement.** This Agreement constitutes and embodies the entire understanding and agreement of the parties in regards to consulting services and supercedes and replaces all prior understandings, agreements and negotiations between the parties.
- 16. Waiver and Modification.** Any waiver, alteration or modification of any of the provisions of this Agreement shall be valid only if made in writing and signed by the parties hereto. Each party hereto, from time to time, may waive any of its rights hereunder without affecting a waiver with respect to any subsequent occurrences or transactions hereof.
- 17. Invalid Provisions.** In the event that any provision of this Agreement is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability shall not be construed as rendering any other provisions contained herein invalid or unenforceable, and all such other provisions shall be given full force and affect to the same extent as though the invalid or unenforceable provision were not contained herein.
- 18. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

**AI Centrix Resource Holdings Inc.**  
**(Company)**



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Ron Ozols, Director and CEO

**1139179 ONTARIO INC.**  
**(Consultant)**



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Derrick Gaon, Director and CEO