

Consulting Services Agreement
(the "**Agreement**")
Effective
October 10th, 2024

Between:

Silicon Metals Corp.

a British Columbia corporation with mailing address at
Suite 1500 1111 West Hastings Street
in the City of **Vancouver**, in the Province of **British Columbia**,
Canada, V6E 2J3.
(herein after referred to as "**Silicon Metals**")

-and-

Omni8 Communications Inc. (DBA; Omni8 Global)

a federally incorporated Canadian corporation with mailing
address at **Suite 1540 1075 West Georgia Street**, in the City of
Vancouver, in the Province of **British Columbia**,
Canada V6E 3C9
(herein after referred to as "**Consultant**")

Whereas Silicon Metals requires the personal consulting services referred to in this agreement and Consultant is willing to provide these services. The parties agree that in consideration of the mutual covenants and other considerations set out in this Agreement:

Services

1. Subject to the terms and conditions in this Agreement, and subject to acceptance of the Canadian Securities Exchange (the "**CSE**"), Silicon Metals engages Consultant as an independent contractor or agent to provide Silicon Metals and its affiliates the consulting services (the "**Services**") described in Exhibit "A" to this Agreement. Consultant shall be deemed a consultant or agent of Carlyle in that all or part of the Services may be performed under Silicon Metals' direction.
2. Consultant shall commence performance of the Services as per Exhibit "A" for a period 7 months commencing on the date hereof (the "**Term**"). The Consultant shall perform any services or functions in accordance with and as limited by this Agreement and applicable laws, regulations and the CSE policies.
3. Unless terminated in accordance with Clause 27 herein, the Services shall be completed as per Exhibit "A" and this Agreement shall terminate upon the expiration of the Term, except for the surviving provisions.
4. Consultant shall report on the progress or status of the Services from time to time,

as reasonably required by Silicon Metals. Consultant is responsible for the work product of the Services, but Silicon Metals shall have the right to observe Consultant and inspect the work product of the Services and may set priorities regarding the performance of the Services. Silicon Metals must approve all promotional materials created by the Consultant and any subcontractor of the Consultant prior to publication or dissemination. The Consultant agrees to revise such work product as Silicon Metals may reasonably request; provided, however, that all requests for revision comply with the policies of the CSE or any applicable securities laws.

5. Consultant will be reasonably available to Silicon Metals. Consultant agrees that “reasonably available” includes day and evening hours during the week and on weekends. Consultant also agrees that “reasonably available” includes telephone, email, and in person.

Representations

6. Consultant represents that Consultant has the necessary qualifications and experience to provide the Services, and agrees to perform the Services for Silicon Metals and its affiliates:
 - i. not to assign this Consulting Agreement to any other person or entity without Silicon Metals’ prior written consent, which consent can be withheld in Silicon Metals’ sole discretion. Any permitted assignment shall not relieve Consultant of its obligations under this Agreement;
 - ii. to Silicon Metals’ reasonable satisfaction, with due diligence, in a good, safe and professional manner and in accordance with good industry practices, all as is appropriate to the nature of the Services;
 - iii. on schedule, if any is set out in the description of the Services;
 - iv. in compliance with all applicable policies of the CSE, laws and regulations and the requirements of all agencies having jurisdiction over the Services or the intended work product of the Services;
 - v. in accordance with all occupational health and safety, fire, worker’s compensation, employment, and environmental standards, requirements, work procedures or practices, whether required by applicable laws and regulations or by Silicon Metals;
 - vi. without conflicts which may impair Consultant’s duty to act in the best interests of Silicon Metals, or which impair Consultant’s ability to perform the Services to the best of the Consultant’s abilities;

7. The Consultant will:
 - i. secure its own GST number, Worker's Compensation Board coverage, and any other coverage or insurance normal to the position; and
 - ii. refrain from acting in any manner contrary to the best interests of Silicon Metals or contrary to applicable laws and regulatory requirements, provided that at all times Consultant shall comply

with regulatory requirements and guidelines respecting the conduct of its activities. Without limiting the generality of the foregoing Consultant represents and warrants to Silicon Metals that he is familiar with and has read and understood the content of the CSE Policy 7 - *Investor Relations, Promotional Activity, and Other Significant Transactions* and CSE Policy 5 - *Timely Disclosure, Trading Halts and Posting Requirements*;

- vii. ensure that every document or other record prepared by or for the Consultant in the course of providing its services hereunder clearly and conspicuously discloses that it is issued by or on behalf of Silicon Metals, in accordance with S. 52(2) of the *Securities Act. (British Columbia)*.
8. Silicon Metals shall provide to the Consultant such information and data and shall permit the Consultant to have access to such documents or premises as are reasonably necessary to enable him to perform the services provided for under the Agreement, excluding undisclosed information.
9. Consultant warrants that it is not a “non-resident” of Canada for the purposes of *The Income Tax Act of Canada*.

Payment

10. As consideration for the Services during the Term, Silicon Metals shall pay Consultant a monthly cash fee of CAD\$7,500 for the duration of the Term, excluding Goods and Services Tax (“GST”).
11. Such contract will be renewed by mutual agreement of consultant and Silicon Metals on expiry of the Term.
12. Silicon Metals is responsible to Consultant for no payments, benefits or expenses other than those specifically set out in this Agreement and any others specifically approved in writing by Carlyle in its sole discretion.
13. Consultant shall invoice Silicon Metals at the end of each month for Services. Each invoice shall set out:
- a) The amount payable for the Services;
 - b) The Consultant’s G.S.T. registration number;
 - c) The amount of G.S.T. payable by Silicon Metals; and
 - d) Reasonable expenses pre-authorized and incurred pursuant to this Agreement.
14. Silicon Metals shall pay each invoice within seven (7) days of receipt. In the event of a dispute, Silicon Metals shall provide the Consultant notice of the item(s) in dispute and directions for correction. Silicon Metals may withhold payment of the disputed amount until the dispute is resolved. If the dispute is the result of Consultant’s error or negligence, the cost associated shall be deducted from the payment of Consultant’s invoice.

15. Silicon Metals will not make deductions for income tax, Employment Insurance, Canada Pension Plan, Workers' Compensation, payroll taxes, or other source deductions, whether similar to these or not ("**Source Deductions**"). Consultant shall pay or remit all Source Deductions to the appropriate payee when due. Furthermore, Consultant shall not be entitled to the fringe benefits provided by Silicon Metals to its employees.
16. As a surviving covenant, Consultant shall be responsible for and shall both indemnify Silicon Metals for and hold Silicon Metals harmless from all claims, losses and expenses incurred by Silicon Metals in connection with or arising from Consultant's failure to pay or remit Source Deductions as required in Clause 15.

Records and Audit

17. Consultant shall keep proper books, records and accounts in respect of the Services, and shall make them available to Silicon Metals' internal auditors for inspection and audit at all reasonable times during the term of this Agreement and for two (2) years after the end of the calendar year in which this Agreement terminates. Consultant agrees that the two-year period for seeking a remedial order under section 3(1)(a) of the *Limitations Act*, R.S.A. 2000, as amended from time to time, is extended in the case of claims disclosed by an audit to two years after the audit has been completed.

Duty to Devote Time

18. The parties agree that the Consultant will be available as needed to facilitate items listed in Exhibit "A".

Confidentiality

19. All information of any kind, in any format, which is acquired by, disclosed to, or produced by, Consultant or its affiliates or representatives in connection with the performance of the Services, and is not already in the public domain, is the confidential and proprietary information and property of Silicon Metals ("**Confidential Information**") and shall be held in confidence by the Consultant. Consultant shall not disclose it to third parties without Silicon Metals' prior consent or express Court Order. Consultant shall re-deliver all Confidential Information in tangible form to Silicon Metals immediately upon the termination of this Agreement. These covenants shall survive the termination of the Agreement.

Ownership and Title

20. The Consultant acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of Silicon Metals. Accordingly, the Consultant specifically agrees and acknowledges that he will have no interest in the Confidential Information or any intellectual property of Silicon Metals, including, without limitation, the inventions, know-how, copyrights,

trademarks or trade names, notwithstanding the fact that he may have created or contributed to the creation of the same.

21. The Consultant does hereby waive any moral rights that he may have with respect to the Confidential Information, including any Confidential Information created by the Consultant in the course of his Agreement by Silicon Metals.
22. This Agreement will not apply in respect of any intellectual property, process, design, development, creation, research, invention, know-how, trade names, trade-marks or copyrights for which no equipment, supplies, facility or Confidential Information of Silicon Metals was used, and was developed entirely on the Consultant's own time and does not relate to the business of Silicon Metals or relate to the Consultant's actual or demonstrably anticipated processes, research or development or result from any work performed by the Consultant for Silicon Metals; notwithstanding clause 17.
23. The Consultant agrees to immediately disclose to Silicon Metals all Confidential Information developed in whole or in part by the Consultant during the term of the Consultant's employment with Silicon Metals and to assign to Silicon Metals any right, title or interest the Consultant may have in the Confidential Information. The Consultant agrees to execute any instruments and to do all other things reasonably requested by Silicon Metals (both during and after the Consultant's employment with Silicon Metals) in order to vest more fully in Silicon Metals all ownership rights in those items transferred by the Consultant to Silicon Metals.
24. The Consultant agrees to indemnify, defend, and hold Silicon Metals harmless from and against any and all losses, claims, damages, expenses, or liabilities (include reasonable legal fees) to which Silicon Metals may become subject arising in any way from either the performance of Services or relating to information, representations, reports, or data that the Consultant has furnished to Silicon Metals.

Force Majeure

25. Neither Silicon Metals nor Consultant shall be liable for any delay or damage caused by, resulting from, or arising from (a) any laws, orders, rules or regulations, (b) strikes, or (c) causes beyond the parties' control, ("event of Force Majeure"). Any delay caused by an event of Force Majeure shall not be deemed a breach of or failure to perform the Agreement or any part thereof, unless such delay lasts more than twenty-one (21) days, in which case Silicon Metals of the Consultant may at its option declare this Agreement frustrated and terminate it.

Notice

26. Any notice to be given under this Agreement shall be in writing and shall be mailed postage prepaid to Silicon Metals or the Consultant, as the case may be, at the appropriate address, as follows:

Silicon Metals Gold Corp.
1500 - 1111 West Hastings

Street, Vancouver BC,
V6E 2J3
Canada
Attn: Morgan Good
CEO & Director
morganrgood@gmail.com

Omni8 Communications Inc.
1540 - 1075 West Georgia Street, Vancouver BC,
V6E 3C9
Phone: 604.726.4498
Attn: Ryan Johnson
ryan@omni8global.com

Notices given by mail shall be deemed delivered five (5) days after the date postmarked.

Termination

27. Subject to the surviving covenants, this Agreement may be terminated prior to the expiry of the Term, or any extension thereof:
- a) by either party at any time by giving the other party 30 days written notice or payment in lieu of 30 days written notice;
 - b) in the event of a material breach of this Agreement by the other party that remains uncured for a period of 30 days after being notified of such breach, by giving the other party written notice of immediate termination for cause following such 30 day period.
28. Notwithstanding the termination of this Agreement, the parties shall not be released from any obligation or liability incurred or accrued prior to such termination. However, upon termination in accordance with this Agreement, Consultant waives any and all claims for damages or losses arising from or related to this Agreement or its termination, including without limitation, any claim for loss of anticipated profits. Consultant's sole entitlement in the event of termination is to receive payment from Carlyle for all amounts invoiced and due pursuant to Clauses 10 and 13 for Services provided prior to termination, amounts specified in this section and any rights he has under Silicon Metals stock option plan as amended. Silicon Metals shall pay all such amounts in accordance with Clause 14.

Entire Agreement

29. This Agreement represents the entire Agreement between the parties with respect to the Services. No amendment or waiver shall be binding on the parties unless it

is written and is signed by both parties. The headings used in the Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of the clauses herein.

Choice of Law and Attornment

30. The laws of the province of British Columbia shall govern this Agreement and the parties irrevocably agree that all disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Set-Off

31. Carlyle may set off any amounts owing from Consultant to Silicon Metals or any of its affiliated companies against any amount due or owing to Consultant. Should the Consultant owe money to Silicon Metals at the same time as Silicon Metals owes money to the Consultant, Carlyle may settle all or part of each transaction by setting one off against the other.

IN WITNESS WHEREOF this Agreement has been duly executed in Vancouver, British Columbia, Canada by the parties hereto effective as of the day and year first above written.

Consultant

Ryan Johnson, Principal Omni8 Communications Inc.

Silicon Metals Gold Corp.

Morgan Good, CEO & Director

EXHIBIT “A”

1. Services – Services provided by the Consultant include, but are not limited to:
 - a) Establish action plan and scope of work with management and IR team;
 - b) Assist in developing a corporate marketing strategy;
 - c) Help coordinate marketing timeline around expected news flow and events;
 - d) Making introductions to or retaining Consultant’s network of media contacts, internet and social media publishers, news publishers and other such providers;
 - e) Assist with public relations and investor related outreach efforts;
 - f) Assist with development of marketing materials;
 - g) Drive traffic to marketing materials via PPC, social media, native advertising, SEO, email, contextual, retargeting and other such digital marketing initiatives;
 - h) Distribute marketing materials through affiliate publishers and distribution channels;
 - i) Assist with drafting news releases regarding key word usage and associated dissemination.

2. Commencement of Services – both parties will consider this Agreement in effect upon signing.