

Confidential Corporate Advisory Consulting Agreement

Morgan Good, CEO & Director
Silicon Metals Corp.

(the "Company")

and

Colin Robson, Director
RCMA Capital Markets Corp

(the "Consultant")

This will confirm the terms of our mutual understanding and agreement ("Agreement") in connection with the efforts of the Consultant to provide corporate advisory services for the Company starting October 22, 2024:

1. Appointment.

The Company hereby authorizes the Consultant, on a nonexclusive basis, to identify and communicate with companies and individuals in order to introduce suitable potential M&A transactions or business development opportunities (collectively, the "Services").

Consultant shall perform the Services commencing on the date hereof until this Agreement is terminated in accordance with section 3.

In providing the Services contemplated under this Agreement, the Consultant agrees that it will comply with all applicable laws, rules, codes, regulations, ordinances, policies and other legal and governmental requirements of any local, provincial, territorial, federal or international jurisdiction, including any applicable securities laws and stock exchange policies. The Consultant represents and warrants that it has the required skill and experience and holds all required licenses and qualifications necessary to conduct its business and to provide the Services. The Consultant covenants and agrees with the Company that it will perform the services diligently and comply with all rules and policies applicable to Consultant of the Company that may be issued by the Company from time to time, including, but not limited to black-out periods and prohibitions on insider trading.

The parties acknowledge and agree that in performing the Services, the Consultant is not an employee of the Company but is performing services as, and with the status of, an independent contractor. It is agreed that the Consultant shall have no role or part of the negotiations or relationship between the Company (apart from any rights granted under section 2); and that the Consultant is not now, nor shall it ever be, an agent of the Company. The Consultant specifically warrants and represents that he shall not represent himself as an agent of the Company and agrees to indemnify the Company for any liability, fees (including attorney's fees), costs or expenses, or settlements which the Company incurs because of any representation to third-parties by the Consultant.

It is understood that the Consultant is not a licensed securities or real estate broker or dealer and shall have no authority to enter any commitments on the Company's behalf, or to negotiate the terms, or to hold any funds or securities in connection with Financing or to perform any act which would require the Consultant to become licensed as a securities or

real estate broker or dealer, including any investor relations activities, strictly corporate advisory as stated in Section 1. “*Appointment*”, above.

The Company 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 the Company may reasonably request.

The Consultant covenants and agrees that 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 the Company (“Confidential Information”) and shall be held in confidence by the Consultant. Consultant shall not disclose it to third parties without the Company’s prior consent or express court order. Consultant shall re-deliver all Confidential Information in tangible form to the Company immediately upon the termination of this Agreement. These covenants shall survive the termination of the Agreement.

The Consultant acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Company. Accordingly, the Consultant specifically agrees and acknowledges that it will have no interest in the Confidential Information or any intellectual property of the Company, including, without limitation, the inventions, know-how, copyrights, trademarks or trade names, notwithstanding the fact that it may have created or contributed to the creation of the same. The Consultant does hereby waive any moral rights that it may have with respect to the Confidential Information, including any Confidential Information created by the Consultant in the course of this Agreement by the Company.

2. Compensation

2.1 Any introduction directly to an investment party resulting in sales, financing, or transactions will be compensated within the policies of the Canadian Securities Exchange consultant finder’s fees of which are applicable, accepted and approved by the Company’s legal counsel and ultimately the Canadian Securities Exchange.

2.2 The Company will pay the Consultant a monthly retainer of **CAD\$2,000.00 plus applicable tax** for a term of 3 probationary months, with payments being due 30 days from signing and on each subsequent 30-day period.

The Company is not responsible to Consultant for any payments, benefits or expenses other than those specifically set out in this Agreement and any others expressly approved in writing by the Company in its sole discretion.

3. Termination.

This Agreement will commence on the date hereof and continue on ‘a month-to-month basis’, unless terminated earlier in accordance with this Section 3. This Agreement may be terminated: (i) after 3 months at any time by either party after written notice to the other party thirty (30) days before the end of the month; or (ii) by either party at any time in the event of a material breach of this Agreement by the other party that remains uncured for a period of 15 days after being notified of such breach, by giving the breaching-party written notice of immediate termination for cause following such period.

5. Accurate Information.

The Company hereby represents and warrants that all information provided to the Consultant pertaining to the Company shall be true and correct in all material respects, and the Company shall hold the Consultant harmless from all liability, expenses or claims arising from the disclosure or use of such information, other than liability resulting from the willful misconduct or negligence of the Consultant.

6. Applicable Law.

This Agreement is governed by and construed under the laws of the Province of British Columbia, and any action brought by either party against the other party to enforce or interpret this Agreement shall be brought in an appropriate court of British Columbia. In the event of any such action, the prevailing party shall recover all costs and expenses thereof, including reasonable attorney's fees from the losing party.

7. Notices.

Any notice, request, instruction, or other document to be given under this Agreement by either party to the other party shall be in writing and (a) delivered personally; (b) sent by telecopy; (c) delivered by overnight express (charges prepaid); or (d) sent by registered or certified mail, postage prepaid:

If to the Company at: morgan@siliconmetalscorp.com

If to the Consultant at: colin@rccapital.com

Or at such other address for a party as shall be specified by like notice. Any notice which is delivered personally, telecopied or sent by overnight express in the manner provided in this section 8 shall be deemed to have been duly given to the party to whom it is addressed upon actual receipt by such party. Any notice which is addressed and mailed in the manner herein provided shall be conclusively presumed to have been given to the party to whom it is addressed at the close of business, local time of the recipient, on the third business day after it is so placed in the mail.

8. Complete Understanding.

This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understanding, both written and oral, between the parties hereto with respect to the subject matter.

9. Headings and Capitalized Terms.

The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of its provisions.

10. Successors and Assigns.

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Neither the Consultant nor Company may assign their rights or delegate their obligations under this Agreement without the prior written consent of the other.

11. Modification and Waiver.

None of the terms or conditions of this Agreement may be waived except in writing by the party which is entitled to the benefits thereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Consultant and the

Company. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall such a waiver constitute a continuing waiver.

AGREED TO AND ACCEPTED AS October 22, 2024

Colin Robson, Director
RCMA Capital Markets Corp

Morgan Good, CEO & Director
Silicon Metals Corp.