

## FINDER'S FEE AGREEMENT

THIS FINDER'S FEE AGREEMENT (this "Agreement") is made effective as of March 7, 2021 (the "Effective Date").

### BETWEEN:

**Max Power Mining Corp**, a corporation having an office at 550 Burrard Street, Suite 2900, Vancouver, BC, V6C 0A3

("Max Power")

### AND:

Kelly Moore with an address at 454 East 35th Ave, Vancouver, BC V5W 1A9

(the "Finder")

### WHEREAS:

A. Pursuant to the terms of a letter agreement dated March 8, 2021, (the "**Letter Agreement**"), Max Power has agreed to acquire option 100% of the Nicobat Property, Ontario; and Max Power will endeavour to enter into a definitive option agreement with Sassy Resources Corporation the owner of the Nicobat Property, furthermore Max Power will seek a listing on the Canadian Securities Exchange ("**CSE**") in due course.

B. Subject to the approval of the CSE, Max Power has agreed to pay a finder's fee to the Finder in consideration for the Finder's services in identifying and introducing potential mineral projects for option or acquisition (the "**Services**") on the terms and conditions set forth in this Agreement.

**THIS AGREEMENT WITNESSES** that in consideration of the covenants and agreements herein contained, the Finder and Max Power (each, a "**Party**" and, together, the "**Parties**") the do hereby covenant and agree each with the other as follows:

#### 1. FINDER'S FEE

1.1 Subject to: (a) the receipt of the acceptance of the CSE, (b) delivery by the Finder of a completed and executed copy of the Accredited Investor Questionnaire (the "**Questionnaire**") attached as Schedule "A" hereto, and (c) successful listing of Max Power on the CSE, Max Power will pay a finder's fee (the "**Finder's Fee**" or "**Finders Shares**") to the Finder upon listing on the CSE, consisting of the issuance of an aggregate of 2,000,000 common shares of Max Power.

1.2 The Finder acknowledges and agrees with Max Power that the Finder's Fee will represent full and final payment and satisfaction for all of the Services provided by the Finder and the Finder hereby releases Max Power from any claims relating thereto.

#### 2. REPRESENTATION AND WARRANTIES

2.1 The Finder represents and warrants to, and covenants and agrees with, Max Power that:

- (a) it has good and sufficient right and authority to enter into this Agreement on the terms and conditions set forth herein;
- (b) the Finder is acquiring the Finder's Warrants as principal for its own account and not for the benefit of any other person;
- (c) the execution and delivery of this Agreement, the performance of its obligations under this Agreement and the completion of the transactions contemplated under this Agreement will not result in the violation of any law or regulation by the Finder;
- (d) the Finder is resident in the Province of British Columbia and is not a U.S. Person (as defined in Regulation S of the Securities Act of 1933 (United States)) and is outside of the United States when receiving and executing this Agreement;
- (e) the Finder has not been provided with any offering memorandum in connection with the acquisition of the Finder's Warrants;
- (f) the Finder acknowledges that Max Power is relying on exemptions from prospectus requirements under National Instrument 45-106 *Prospectus Exemptions* in order to issue the Finder's Warrants to the Finder and the Finder is aware of the criteria of the exemptions to be met by the Finder and the Finder meets those criteria;
- (g) the Finder has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transactions detailed in the Agreement and the Finder is able to bear the economic risk of loss arising from such transactions;
- (h) Max Power is entitled to rely on the representations and warranties and the statements of the Finder contained in this Agreement and the Questionnaire and the Finder will hold harmless Max Power from any loss or damage it or they may suffer as a result of the Finder's failure to correctly complete this Agreement and the Questionnaire; and
- (i) the Finder agrees that the covenants, representations and warranties made by it herein will be true and correct both as of the execution date of this Agreement and as at the Closing.

2.2 Max Power represents and warrants to, and covenants and agrees with, the Finder that:

- (a) it has good and sufficient right and authority to enter into this Agreement on the terms and conditions set forth herein; and
- (b) the execution and delivery of this Agreement, the performance of its obligations under this Agreement and the completion of the transactions contemplated under this Agreement will not result in the violation of any law or regulation by it.

### 3. COVENANTS OF THE FINDER

3.1 The Finder agrees to comply in all respects with all applicable rules, laws, regulations and policies of any kind whatsoever having application to the Services, including, without limitation, all applicable securities rules, laws and regulations of any kind whatsoever, and to notify Max Power

immediately if any circumstances arise that negatively affect such Finder's ability to be paid a Finder's Fee hereunder. In particular, the Finder agrees not to provide securities or other investment advice to potential investors and not to make any statement or representations about Max Power that have not been previously approved by Max Power.

#### **4. RELATIONSHIP BETWEEN THE PARTIES**

4.1 The Finder is not an employee of Max Power for any purpose. The Finder understands and agrees that the Finder's relationship to Max Power is one of an independent contractor. As such, the Finder acknowledges and agrees that it is not an agent of Max Power and is not authorized to make any representation, contract, or commitment on behalf of Max Power unless specifically requested and authorized in writing to do so by Max Power.

4.2 The Finder acknowledges and agrees that it shall be responsible for payment to the proper authorities of any and all income taxes, employment insurance premiums, pension/retirement plan contributions and workers' compensation board insurance premiums or other fees in respect of the remuneration paid hereunder.

4.3 Nothing contained in this Agreement shall be construed as creating any obligation on Max Power to complete a listing on any exchange. Max Power and the Finder agree that this Agreement shall not be exclusive and shall not otherwise prohibit Max Power from entering into any other agreements with parties other, nor shall this Agreement prohibit Max Power from entering into any finder's fee agreement or other potential transaction with any other party.

#### **5. RESALE RESTRICTIONS**

5.1 The Finder acknowledges and agrees that any Finder's Shares acquired by the Finder will be subject to such trade and resale restrictions as may be imposed by operation of the applicable securities laws or required by the Canadian Securities Exchange ("CSE"), and the certificates representing the Finder's Shares will bear such legends as may be required by the applicable securities laws and by the rules and policies of the CSE.

#### **6. TERMINATION**

6.1 The term of this Agreement shall commence on the Effective Date and continue for a period of one year thereafter unless:

- (a) renewed by the mutual written consent of the parties,
- (b) earlier terminated by any termination of the Amalgamation Agreement, or
- (c) earlier terminated by Max Power by providing at least five (5) days' written notice to the Finder.

6.2 Notwithstanding the termination of this Agreement for any reason, the provisions of Sections 2, 3, 4, **Error! Reference source not found.**, 6 and 7.8 shall survive such termination.



## 7. GENERAL

7.1 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. No Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

7.2 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, enforceability or validity of any other provisions or of the same provision as applied to any other fact or circumstance and such illegal, unenforceable or invalid provision shall be modified to the minimum extent necessary to make such provision legal, valid or enforceable, as the case may be.

7.3 Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if delivered personally, sent by prepaid courier service or mail, or sent prepaid by email or other similar means of electronic communication, in each case to the applicable address as set out on the first page of this Agreement. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of emailing or sending by other means of recorded electronic communication, provided that such day in either event is a business day and the communication is so delivered, faxed or sent before 4:30 p.m. (local time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following business day. Any such communication sent by mail shall be deemed to have been given and made and to have been received on the fifth business day following the mailing thereof; provided however that no such communication shall be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt. Either Party may from time to time change its address under this Section 7.3 by notice to the other Party given in the manner provided by this Section 7.3.

7.4 Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement.

7.5 The recitals to this Agreement constitute a part of this Agreement.

7.6 All references to dollar amounts in this Agreement are to lawful currency of Canada.

7.7 This Agreement constitutes the entire Agreement between the Parties in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto between the Parties other than as expressly set forth or referred to herein.

7.8 The Parties shall execute and deliver all such further documents and instruments and do all such acts and things as may be reasonably required in order to carry out the full intent and meaning of this Agreement.

7.9 This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the Parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

7.10 This Agreement may be signed by the Parties in as many counterparts as may be deemed necessary, each of which so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution by the Parties, shall be deemed to be executed as of the date first set forth above. This Agreement may delivered by email transmission or other form of electronic transmission capable of producing a printed copy.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the date first set forth above.

**MAX POWER MINING CORP.**

Per: *"Ravinder Mlait"*

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Authorized Signatory

**Kelly Moore**

Per: *"Kelly Moore"*

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**SCHEDULE A**

**ACCREDITED INVESTOR QUESTIONNAIRE**

All capitalized terms herein, unless otherwise defined, have the meanings ascribed thereto in the finder's fee agreement of even date herewith (the "**Agreement**") between Kelly Moore (the "**Finder**") and Max Power Mining Corp. ("**Max Power**").

The purpose of this Accredited Investor Questionnaire (this "**Questionnaire**") is to assure Max Power that the Finder will meet certain requirements of National Instrument 45-106 ("**NI 45-106**"). Max Power will rely on the information contained in this Questionnaire for the purposes of such determination.

The Finder covenants, represents and warrants to Max Power that the Finder is an "accredited investor" (as that term is defined in NI 45-106 - *(see certain guidance with respect to accredited investors as set out herein)*) by virtue of:

- 1)  being a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors as indicated below (please check the appropriate box):
- (a) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000,
  - (b) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year, or
  - (c) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000,;
  - (d) an individual who, either alone or with a spouse owns more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities; OR
- 2)  being a person, other than an individual or an investment fund, that had net assets of at least \$5,000,000 as shown on its most recently prepared financial statements.

The undersigned has executed this Questionnaire as of March 7, 2021.

*"Kelly Moore"*

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Kelly Moore