

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made as of the 15th day of September, 2020 (the "**Effective Date**"),

AMONG:

ROCK EDGE RESOURCES LTD., a company organized under the laws of the Province of British Columbia, with an office at Suite 600, 625 Howe Street, Vancouver, British Columbia, V6C 2T6

(hereinafter referred to as the "**Company**")

OF THE FIRST PART

AND:

MUSIL G. CONSULTING SERVICES LTD., a company existing under the laws of the Province of British Columbia with an address at #201 - 1230 Quayside Drive, New Westminster, British Columbia, V3M 6H1

(hereinafter referred to as the "**Consultant**")

OF THE SECOND PART

AND:

GARY MUSIL, a businessman, residing at #201 - 1230 Quayside Drive, New Westminster, British Columbia, V3M 6H1

(hereinafter referred to as "**Musil**")

OF THE THIRD PART

WHEREAS:

- A. The Company is a mineral exploration company which intends to seek the listing of its common shares on the Canadian Securities Exchange;
- B. The Company wishes to retain the Consultant to provide the services of Musil, who will act in the capacity of Chief Executive Officer and President of the Company; and
- C. The Company desires to contract the services of the Consultant and the Consultant desires to provide such services on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the representations, warranties, covenants and agreements hereinafter set forth and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereto represent, warrant, covenant and agree as follows:

ARTICLE 1 ENGAGEMENT AND TERM

1.1 Engagement. Subject to the terms and conditions of this Agreement, the Company hereby retains the Consultant to provide, and the Consultant hereby agrees to perform and provide the services of Musil in connection with, all of the services and acts necessary or advisable to carry out the duties customarily attendant to the offices of Chief Executive Officer and President (the "**Services**"), such Services to include, but not be limited to, the duties and responsibilities set out in Schedule "A" attached hereto.

1.2 Other Activities. Musil shall not be precluded from providing consulting services to any other person, firm or company provided that such consulting shall not conflict with Musil's duty to the Company, nor prevent Musil from fulfilling his duties pursuant to this Agreement.

1.3 Term. The Company shall engage the Consultant for an initial term of six months commencing on the Effective Date, subject to earlier termination as set out in Article 6 hereof. At the end of the initial term, this Agreement shall be automatically renewed for successive six month terms, unless terminated earlier as provided herein or unless either the Consultant or the Company provides notice of its intention not to renew the term of this Agreement at least 60 days prior to the expiry of the then current term of this Agreement.

1.4 Representations of Executive. Each of the Consultant and Musil hereby represents and warrants to the Company that the execution, delivery and performance of this Agreement by the Consultant and Musil, as applicable, does not and shall not conflict with, breach, violate or cause a default under (i) any agreement, contract or instrument to which the Consultant or Musil, as applicable, is a party, including, but not limited to, any employment, consulting, non-competition, non-solicitation, confidentiality or similar agreement or arrangement; or (ii) any judgment, order or decree to which the Consultant or Musil, as applicable, is subject. Each of the Consultant and Musil acknowledges and agrees that the Company has relied on the foregoing representations in entering into this Agreement.

ARTICLE 2 QUALITY OF SERVICES

2.1 Quality of Services. The Consultant and Musil shall perform the Services (i) in a competent and professional manner in accordance with any directions given by the board of directors of the Company (the "**Board**") from time to time; (ii) in accordance with any Company policy or procedure, in effect from time to time; (iii) in compliance with all applicable laws; and (iv) in a manner consistent with the Company's best interests. Without limiting the generality of the foregoing, Musil agrees that:

- (a) other than in the normal course of the business, he shall not at any time, either directly or indirectly, deal with or employ any assets, stock, supplies, money, credits or other effects from time to time belonging, or owing, to the Company except to the extent that he may be specifically authorized to do so by the Board from time to time; and
- (b) he shall not, without the prior approval of the Board or in accordance with authority limits as may be set by the Board from time to time, do or suffer any act or thing whereby the business or any of the assets or any other property of the Company may become liable to be seized in execution, charged or affected or whereby the interests of the Company may be prejudicially affected or impaired.

2.2 Time and Effort. During the term of this Agreement, the Consultant shall devote such time, attention, knowledge and skill to the business and interests of the Company as is reasonably required by the Company.

ARTICLE 3 INDEPENDENT CONTRACTOR STATUS

3.1 Nature of Relationship. The relationship between the Company and the Consultant is one of principal and independent contractor and nothing in this Agreement shall constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent or any other relationship apart from that expressly stated in this Agreement. The manner and means by which the Consultant provides the Services are under the Consultant's sole and exclusive control provided that the Services meet the Company's commercially reasonable standards regarding quality and timeliness.

3.2 Compliance with Laws. The Consultant shall comply with all rules, laws, ordinances and regulations relating to the Services including, in respect of the Consultant's employees, all employment related laws and regulations. The Consultant agrees to remit and shall be responsible for all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions, workers compensation assessments and penalties, federal and provincial goods and services taxes, and any other deductions required by applicable provincial or federal statutes for the Consultant and any of its employees. Further, the Consultant is solely responsible for and shall file all returns required under all applicable federal and provincial statutes, including but not limited to the *Income Tax Act* (Canada), the Canada Pension Plan, the *Employment Insurance Act* (Canada) and the *Workers' Compensation Act* (British Columbia). The Consultant is responsible for the provision of workers' compensation coverage.

3.3 Indemnity. Notwithstanding any other provision in this Agreement, if a competent government authority determines that the Company is responsible for making source deductions or other payments on moneys paid to the Consultant, the Company shall be entitled to start making such deductions and unless the parties agree otherwise, to deduct an amount equal to any source deduction or retroactive assessment together with any cost, penalties, expenses including legal fees and costs on a solicitor and own client basis incurred by the Company related to such assertions or deductions from any amount then payable by the Company to the Consultant under this Agreement. The Consultant hereby agrees to indemnify the Company against any and all

claims or assessments for income tax, statutory deductions, premiums or any statutory requirements regarding the payment of wages which are required to be made under statutory authority if such amounts are not recovered by the Company by way of set off as described above within 30 days after receiving a written demand for these amounts from the Company.

ARTICLE 4 REMUNERATION AND BENEFITS

4.1 Remuneration. The Consultant shall be paid \$2,500 per month (the "**Fees**"), exclusive of applicable goods and services taxes, for the term of this Agreement, payable monthly in arrears.

4.2 Invoices. The Consultant shall invoice (the "**Invoices**") the Company monthly in arrears for the Fees. The Invoices shall include the Consultant's fees and applicable taxes thereon and a description of the Services provided by the Consultant during the period.

4.3 Payment of Fees. Provided that the Consultant and Musil are not in breach of this Agreement, the Company shall pay the Consultant the amounts due within 30 days of receipt of an Invoice from the Consultant. The Company shall pay such amounts by way of electronic funds transfer into a bank account nominated by the Consultant or, at the discretion of the Company, by cheque made out to the Consultant.

4.4 Reimbursement of Expenses. The Company shall reimburse the Consultant for all reasonable expenses incurred by the Consultant in the performance of duties pursuant to this Agreement; provided the Consultant provides the Company with a written expense account in reasonable detail on a monthly basis.

4.5 Options. The Consultant and Musil, at the election of the Consultant, shall be eligible to participate in the Company's stock option plan (the "**Stock Option Plan**"), in effect from time to time. Any grant of options thereunder, shall be made in the sole discretion of the Board from time to time.

ARTICLE 5 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

5.1 Company Confidential Information. During the Consultant's performance of the Services, the Consultant, or its employees (including Musil) may have had or shall have access to information and materials that are confidential or proprietary to the Company, its subsidiaries or its affiliates (together, the "**Company Confidential Information**"). Such Company Confidential Information includes, without limitation, the Company's ideas, discoveries, inventions, formulae, algorithms, techniques, processes, know how, trade secrets, research, laboratory notes, data, analysis, assays, designs, methods, flow charts, drawings, specifications, plans, prototypes, apparatus, devices, software, financial statements and forecasts, customer and supplier lists, relationship with consultants, contracts, business plans and marketing strategies. The Company's obligation to hold in confidence information belonging to third parties is also considered Company Confidential Information. However, Company Confidential Information excludes information and materials which the Consultant can demonstrate by written record: (i) were known by the Consultant prior to the Company's disclosure to the Consultant;

(ii) properly came into the Consultant's possession from a third party who was not under any obligation to the Company to maintain the confidentiality; (iii) had become generally available to the public through no fault of the Consultant; or (iv) was developed by the Consultant without the use of the Company Confidential Information.

5.2 Maintaining Confidentiality of Company Confidential Information. Each of the Consultant and Musil shall maintain the confidentiality of the Company Confidential Information both during and after the term of this Agreement. Neither the Consultant nor Musil shall use, copy, disclose, publish, make available, distribute or otherwise exploit the Company Confidential Information, directly or indirectly, without first obtaining the written consent of the Company, except as required by applicable law provided that the Consultant or Musil, as applicable shall first have promptly notified the Company of such requirement prior to disclosure of the Company Confidential Information. The Consultant is liable for ensuring that its employees maintain confidentiality over the Company Confidential Information.

5.3 Ownership of Company Confidential Information. The Company shall retain all rights, title and interest in and to the Company Confidential Information.

5.4 Return of Company Confidential Information. Upon expiration or earlier termination of the term of this Agreement, the Consultant and Musil shall promptly return the Company Confidential Information to the Company.

5.5 Injunctive Relief. Each of the Consultant and Musil acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Article 5 and agree that the Company shall be entitled to specific performance and/or injunctive relief as a non-exclusive remedy for any such breach.

ARTICLE 6 TERMINATION

6.1 Termination by Company for Cause. The Company may immediately terminate this Agreement at any time for cause by notice to the Consultant. Without limiting the foregoing, any one or more of the following events shall constitute cause:

- (a) theft, dishonesty, or other similar behaviour by the Consultant or Musil;
- (b) material violation by the Consultant or Musil of applicable securities legislation or stock exchange rules, provided, however, that where such violation is of such a nature that it can be cured, such violation shall not constitute cause if it is cured within 10 days of the Consultant becoming aware of its occurrence;
- (c) any material neglect of duty or misconduct of the Consultant in discharging any of its duties and responsibilities;
- (d) any conduct of the Consultant or Musil which, in the opinion of the Company, acting reasonably, is materially detrimental or embarrassing to the Company; and

- (e) the breach or default of any material term of this Agreement by the Consultant, if such breach or default has not been remedied to the satisfaction of the Company within 30 days after notice of the breach or default has been delivered to the Consultant.

If the Company terminates this Agreement for cause under this Section 6.1, the Company shall not be obligated to make any further payments under this Agreement except amounts due and owing pursuant to Article 4 hereof at the time of the termination.

6.2 Termination by Company Without Cause, Constructive Dismissal. Subject to Section 6.5, the Company may terminate this Agreement at any time without cause for any reason. At any time within 60 days following an event that constitutes Constructive Dismissal (as defined below), the Consultant may terminate this Agreement upon 30 days' notice. For the purposes hereof, "**Constructive Dismissal**" includes, but is not limited to, a material reduction in pay, a demotion or a reduction of the duties and responsibilities of the Consultant.

6.3 Change in Control.

- (a) For the purposes of this Section 6.3, "**Change In Control**" means either: (i) a merger or acquisition in which the Company is not the surviving entity; except for a transaction the principal purpose of which is to change the incorporating jurisdiction of the Company; (ii) the sale, transfer or other disposition of all or substantially all of the assets of the Company; or (iii) any other corporate reorganization or business combination in which 50% or more of the outstanding voting stock of the Company is transferred, or exchanged through merger, to different holders in a single transaction of the Company or in a series of related transactions completing within 12 months.
- (b) The Consultant may terminate this Agreement by providing the Company with not less than 30 days' notice of said termination within a reasonable period of time after the Change In Control has been effected; provided, however, that the Company may waive or abridge any notice period specified in such notice in its sole and absolute discretion.

6.4 Automatic Termination. This Agreement shall immediately terminate upon:

- (a) the death or legal incapacity of Musil;
- (b) Musil ceasing to be associated with the Consultant;
- (c) the conviction of Musil of an indictable offence or fraud;
- (d) fraud, theft or wilful misconduct by the Consultant or its agents, employees, directors, officers or subcontractors that relates to or affects the Company;
- (e) the voluntary or involuntary filing of any petition by or against the Consultant or Musil under any chapter of the *Bankruptcy and Insolvency Act* (Canada);

- (f) the appointment of a receiver or trustee to take possession of all or substantially all of the Consultant's assets;
- (g) a general assignment for the benefit of creditors of the Consultant; or
- (h) dissolution and winding-up of the business of the Consultant or the Company.

If this Agreement is terminated under this Section 6.4, the Company shall not be obligated to make any further payments under this Agreement except amounts due and owing pursuant to Article 4 hereof at the time of the termination.

6.5 Termination Benefit. The Company shall pay the Consultant pursuant to Article 4 hereof for any Services rendered but not paid up to and including the effective date of termination of this Agreement. In addition, if this Agreement is terminated pursuant to Section 6.2 or Section 6.3(b) above, then in recognition of the fact that the Consultant has provided services to the Company since January 2020, within ten business days of receipt of an executed release in a form satisfactory to the Company, acting reasonably, the Company will pay

- (a) a lump sum payment equal to one month of the Fees if the effective date of termination is less than or equal to six months from the Effective Date; or
- (b) a lump sum payment equal to two months of the Fees if the effective date of termination is more than six months from the Effective Date.

6.6 Termination Upon Disability. If the Company determines that Musil has suffered any Disability (as defined below), the Company may terminate this Agreement by notice given to the Consultant. If the Agreement terminates by reason of notice given under this Section 6.6, the Consultant shall receive, in lieu of all amounts otherwise payable hereunder (except for amounts earned but not yet paid to the Consultant through the date of such Disability), compensation equal to the amount of the Consultant's billings to the Company for the one month preceding the month in which this Agreement terminates. For the purposes hereof, the phrase "**Disability**" means a physical or mental incapacity of Musil that has prevented Musil from performing the duties customarily assigned to him for 90 days, whether or not consecutive, out of any six consecutive months and that in the opinion of the Company, acting reasonably, is likely to continue.

6.7 Termination by Consultant. The Consultant may, by providing 30 days' notice to the Company, terminate this Agreement. In such circumstance, the Company may require that the Consultant cease duties prior to the expiry of said notice period, in which case, the Company shall pay to the Consultant an amount equal to what the Consultant would have received had the Consultant's engagement been continued for the entire notice period.

6.8 Release. The parties agree that the provisions of Section 6.5 hereof are fair and reasonable and that the amounts payable by the Company to the Consultant pursuant to Section 6.5 hereof are reasonable estimates of the damages which will be suffered by the Consultant in the event of the termination of this Agreement in the circumstances and shall not be construed as a penalty. The Consultant acknowledges and agrees that the payments pursuant to this Article 6 shall be in full satisfaction of all terms of termination of this Agreement. Except

as otherwise provided in this Article 6, the Consultant shall not be entitled to any further termination payments, damages or compensation whatsoever.

6.9 Resignation of Offices and Directorships. In the event this Agreement is terminated pursuant to Sections 6.1 or 6.4 above, Musil shall immediately resign from all offices and directorships of the Company and its affiliates and associates. The Consultant shall not be entitled to receive any payment or compensation for loss of office or directorship or otherwise by reason of the resignation. If Musil fails to resign as aforesaid, the Company is hereby irrevocably authorized to remove him from all offices held and to sign any documents on his behalf and do any things necessary or requisite to give effect to such documents or resignation.

ARTICLE 7 GENERAL PROVISIONS

7.1 Notices. Any notice relating to this Agreement or required or permitted to be given in accordance with this Agreement shall be in writing and shall be personally delivered, telefaxed or mailed by registered mail, postage prepaid to the address of the parties set out on the first page of this Agreement. Any notice shall be deemed to have been received if delivered or telefaxed, when delivered or telefaxed, and if mailed, on the fifth day (excluding Saturdays, Sundays and statutory holidays in British Columbia) after the mailing thereof. If normal mail service is interrupted by strike, slowdown, force majeure or other cause, a notice sent by registered mail shall not be deemed to be received until actually received and the party sending the notice shall utilize any other services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof. A party may change its address for service by notice in writing to the other parties. Each party hereto may change its address for the purpose of this Section 7.1 by giving written notice of such change in the manner provided for therein.

7.2 Entire Agreement. This Agreement constitutes the entire agreement concerning the subject matter between the parties hereto and there are no representations or warranties, express or implied, statutory or otherwise other than set out in this Agreement and there are no agreements collateral hereto other than as are expressly set out or referred to herein. This Agreement cannot be amended or supplemented except by a written agreement executed by all parties hereto.

7.3 Further Assurances. Each party hereto shall promptly and duly execute and deliver to the other party such further documents and assurances and take such further action as such other party may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created hereby.

7.4 Waiver. No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent excusing the breach is made in writing and signed by the party to be charged with such waiver or consent. A waiver by a party of any provision of this Agreement shall not be construed as a waiver of a further breach of the same provision.

7.5 Amendments in Writing. No amendment, modification or rescission of this Agreement shall be effective unless set out in writing and signed by the parties hereto.

7.6 Assignment and Enurement. Except as herein expressly provided, the respective rights and obligations of the parties hereunder shall not be assignable by either party without the written consent of the other parties and shall, subject to the foregoing, enure to the benefit of and be binding upon the parties hereto and their permitted successors or assigns. Nothing herein expressed or implied is intended to confer on any person other than the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Agreement.

7.7 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein, which shall be deemed to be the proper law hereof. Except as otherwise provided herein, the parties hereto attorn to the non-exclusive jurisdiction of the courts located at Vancouver, British Columbia with respect to any disputes arising out of this Agreement.

7.8 Severability. In the event that any provision contained in this Agreement shall be declared invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, such provision shall be deemed not to affect or impair the validity or enforceability of any other provision of this Agreement, which shall continue to have full force and effect.

7.9 Time. Time shall be of the essence of this Agreement.

7.10 Independent Legal Advice. Each of the Consultant and Musil acknowledges that: (i) this Agreement was prepared by Lotz & Company ("L&C") for the Company; (ii) L&C received instructions from the Company and does not represent either the Consultant or Musil; and (iii) each of the Consultant and Musil has been advised to obtain its own independent legal advice on this Agreement prior to signing this Agreement.

7.11 Counterparts. This Agreement may be executed in counterparts and by electronic transmission, and each counterpart so executed shall be deemed to be an original and all of which counterparts shall be deemed to be one instrument and, notwithstanding the date of execution, shall be deemed to bear the date as of the year and day first above written.

[Remainder of page intentionally left blank; signature page to follow.]

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

ROCK EDGE RESOURCES LTD.

Per: "Twila Jensen"
Authorized Signatory

MUSIL G. CONSULTING SERVICES LTD.

Per: "Gary Musil"
Authorized Signatory

SIGNED, SEALED AND DELIVERED)
by **GARY MUSIL** in the presence of:)

"Donna Terrill")
Signature)
Donna Terrill)
Name)
[Address redacted for confidentiality reasons])
Address)

"Gary Musil")
GARY MUSIL

Homemaker)
Occupation)

SCHEDULE "A"

Duties and Responsibilities

Position: Chief Executive Officer and President

Duties: The Chief Executive Officer and President (collectively, the "CEO") shall be responsible for overseeing and achieving the governance, financing, regulatory compliance obligations, corporate goals and performance guidelines approved by the board of directors (the "Board"), as well as for implementing the Company's strategic plan; and for maintaining relationships with the Company's shareholders and other stakeholders as appropriate. The CEO shall report to the Board.

Responsibilities: Principal responsibilities include:

- providing input into and compliance with corporate goals and objectives developed or approved by the Board;
- hiring and firing of employees, except as otherwise provided by the Board; and more particularly (i) to define roles and hire or retain, compensate, oversee and terminate corporate officers, employees and consultants or advisors; and (ii) to define the scope of work or services, and engage or contract for such works and services, or oversee such work if delegated;
- in co-ordination with appropriate committees of the Board, initiate and review proposals on such matters as (i) governance or management practices and reporting; (ii) timely and effective operational management and control to allow the Board to fulfill its oversight responsibilities; (iii) financing and investment; (iv) acquisitions and restructuring; (v) new business opportunities; and (vi) major capital and operational expenditures;
- directing the strategic planning process and providing all plans and information requested by and for the approval of the Board, and developing and approving annual business plans and budgets for consistency with strategic plans, policies and other strategic directions of the Board;
- developing a program and approach for the identification and expression of standards of business conduct for consistency with values of the Company and to oversee such program, including (i) responsibility for and oversight of corporate communications, both internal and external; (ii) together with the Chief Financial Officer, to establish and maintain disclosure controls and procedures, and internal controls and procedures for financial reporting to ensure accuracy and integrity of the Company's financial reporting and public disclosure obligations (as applicable); and (iii) responsibility for integrity and orderly conduct, safety and security in the Company and its workplaces, including all prudent actions the CEO deems necessary to hold employees and officers accountable, including corrective measures up to and including job termination;
- legal compliance and risk management, including (i) developing and implementing systems to ensure that material risks and obligations are identified and assessed; (ii) taking

appropriate steps for reliable oversight of employees and agents of the Company, with high standards of compliance and reporting; and (iii) leading programs for risk management through the development of information briefs and proposed policies to the Board on risk factors, and mechanisms to address such risks, and development of policies and practices to enforce compliance with risk management policies; and

- such other duties as may be specified by the Board, from time to time.