

CONSULTING AGREEMENT

THIS AGREEMENT is made as of **February 20, 2023** (the “**Effective Date**”).

BETWEEN

Peter Lauder, an individual consultant residing in Stoneham, QB (the “**Consultant**”)

AND:

Galloper Gold Corp., a British Columbia company with a registered office at 2800 - 666 Burrard St, Vancouver, BC V6C 2Z7 (the “**Company**” or “**Galloper**”)

Collectively (the “**Parties**”)

WHEREAS:

A. The Company wishes to engage the Consultant for services in accordance with the terms of this agreement (the “**Agreement**”);

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, it is hereby agreed as follows:

1. **Consultant Services to Galloper**

1.1. **Engagement**

Mr. Lauder agrees to become a Consultant to the Company, providing and supporting the development of certain services as outlined in Section 1.2 herein (the “**Consultant Services**”) to the Company.

1.2. **Consultant Services**

(a) As of the Effective Date the Consultant will provide geological consulting services to the Company. Duties will primarily consist of:

- Managing all data and modelling of Company’s Glover Island gold project
- Interpreting and analyzing the results of geophysical, drilling and other geological and geotechnical programs to develop geologic models and mineralization theories, delineate current and future exploration targets, and evaluations of mining reserves/resources on Company’s Glover Island gold project.
- Travel to property locations and for business meetings as needed;
- Help in developing drill targets at the Glover Island gold project

- Participating in Company management and strategic planning meetings;

Location. Work from his home office or other locations as made available for him by the Company.

1.3. **Authority of the Consultant**

The Company hereby authorizes the Consultant, subject to the other provisions of this Agreement, to do all acts and things as the Consultant may in its discretion deem necessary or desirable to enable the Consultant to provide the consulting services. Notwithstanding the foregoing, the Consultant has no authority to enter into contracts or agreements on behalf of the Company or to bind the Company in any manner whatsoever without prior approval of the Company.

2. **Compensation**

In consideration of the provision of the Services, the Company shall compensate the Consultant in the following manner:

- (a) **Compensation.** Commencing on February 15, 2023 the Company agrees to pay the Consultant \$4,500 plus GST per month for his services (this equates to \$54,000 plus GST per annum). Invoicing can be done monthly or bi-weekly.
- (b) **Reimbursement.** The Company agrees to reimburse for legitimate out of pocket expenses the Consultant incurs as a result of his consulting engagement with the Company.
- (c) **Tax.** The consultant is responsible to pay their own income taxes.
- (d) **Stock Options.** The Company will grant 150,000 stock options to the consultant exercisable within 30 days of listing on the CSE in accordance with the Company's stock option plan and in accordance with CSE regulations.

3. **Commencement and Term of the Agreement**

3.1 **Term**

The term of this Agreement (the "**Term**") shall commence on the Effective Date and be for 24 months and thereafter renew for another 12-month period. During the term, the agreement can be terminated by either party giving 30 days written notice to the other party.

4. **Confidentiality**

4.1 **Confidentiality**

All confidential information of the Company and all other Protected Entities, and their respective businesses ("Confidential Information") whether it is developed by the Consultant during the Consultant's engagement or by others, is the exclusive property of the Company and any relevant other Protected Entity, and shall at all times be regarded, treated and protected as such, as provided

in this Agreement. As a consequence of the acquisition of Confidential Information, the Consultant will occupy a position of trust and confidence with respect to the affairs and business of the Company and the other Protected Entities and their respective businesses.

The Consultant shall not at any time, whether during or subsequent to the term of the Consultant's engagement, unless specifically consented to in writing by the Company, either directly or indirectly use, divulge, copy, disclose or communicate to any person, firm, or corporation, in any manner whatsoever, any confidential information concerning any matters affecting or relating to the business of the Company or any other Protected Entity, including, but not limited to, their respective business strategies, results, performance, prospective investments, or practices or those of any of their customers or suppliers. Any breach of any term of this paragraph is a material breach of this Agreement and shall constitute just cause for terminating Consultant's engagement.

Furthermore:

- (a) The consultant will treat as strictly confidential all Confidential Information which is made available to the consultant.
- (b) The consultant will maintain all Confidential Information in a secure place and limit access to Confidential Information to only those entities to whom it is necessary to disclose the Confidential Information. The consultant will inform the Company and seek authorization prior to any disclosures of Confidential Information to any persons or agents.
- (c) Upon the end of the consulting the consultant shall return all Confidential Information to the Company in a timely manner.
- (d) The consultant will enter into a **Confidential Non-Disclosure Agreement** with the Company.

4.2 Material Breach of Agreement

Either party may terminate this consulting agreement if the consultant or the company is in a material breach of this Agreement. This includes, performs serious misconduct, habitual neglect of duty, breach of loyalty or trust, breach of fiduciary duty, conflict of interest, theft, embezzlement, fraud, dishonesty, conduct prejudicially or potentially prejudicial to the Company, conduct revelatory of immoral conduct which causes a failure of trust, and conviction of a criminal offence.

5. Miscellaneous

5.1 Governing Law

This Agreement and all matters arising hereunder shall be governed by, construed and enforced in accordance with the laws of the Province of British Columbia.

5.2 Consultant Relationship

It is expressly agreed, represented and understood that the parties hereto have entered into an arms length independent contract for the rendering of the services and that the Consultant is not the employee, agent or servant of the Company. Further, this agreement shall not be deemed to constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent or any other relationship apart from an independent contractor and contractee relationship. Payments made to the Consultant hereunder shall be made without deduction at source by the Company for the purpose of withholding income tax, unemployment insurance payments or Canada Pension Plan contributions or the like.

5.3 Assignment and Amendments

This Agreement may be in whole or in part assigned by the Company to a related company or subsidiary company at any time as agreed by the Consultant. No amendment to this Agreement shall be valid unless it is evidenced by written agreement executed by the Parties hereto.

5.4 Notices

All notices, requests and communications required or permitted hereunder shall be in writing (via email or fax) and delivered as follows:

To the Consultant:
Peter Lauder

[Redacted]

To the Company:
Rav Mlait

[Redacted]

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto effective as of the day and year first above written.

~~Consultant~~

"Peter Lauder"

Peter Lauder

~~Gallagher Gold Corp.~~

"Ravinder Mlait"

Authorized Signatory