

## ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT made effective the 16<sup>th</sup> day of July, 2021 (the “**Effective Date**”) between GOLD DIGGER RESOURCES INC. (the “**Company**”), having a registered office at 9285 203B Street, Langley, British Columbia V1M 2L9 and MATALIA INVESTMENTS LTD. (“**Matalia**”) having an office at 9285 203B Street, Langley, British Columbia, V1M 2L9.

WHEREAS the Company wishes to retain the services of Matalia to provide services with respect to the administrative and corporate affairs of the Company;

AND WHEREAS Matalia provides management and administrative services to public companies;

AND WHEREAS Matalia has agreed to provide its administrative and management services to the Company on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

### **1. APPOINTMENT AND TERM**

1.1 Appointment. The Company hereby appoints Matalia, and Matalia hereby accepts such appointment, to provide the following administrative and management services (the “**Services**”):

- (a) general administrative services, as required;
- (b) management of the Company’s finances, including the receipt and disbursement of subscription proceeds from financing;
- (c) advice to the board of directors and senior management of the Company; and
- (d) general liaison with, and instruction of, the Company’s legal, accounting and financial advisors,

*subject always* to the direction and supervision of the board of directors and the management of the Company.

1.2 Term. Subject to the terms hereof, this Agreement will become effective as of the Effective Date and shall continue until otherwise terminated in accordance with the terms of this Agreement. Such termination shall not affect Matalia’s continuing obligations to the Company under Section 3 hereof.

1.3 Termination. Either party may terminate this Agreement by giving written notice thereof to the other party. If the Company terminates this Agreement, the Company shall provide Matalia with working notice, payment in lieu of working notice or a combination thereof, equal to three (3) months of the Fees as defined in Section 2.1 hereof.

14 Effect of Termination. Termination of this Agreement will not prejudice any right of either party hereunder accruing to the date of termination. Without limiting the generality of the foregoing, any outstanding fees payable for services rendered to the date of termination will be paid by the Company to Matalia.

15 Independent Contractor. Matalia's relationship with the Company shall be that of an independent contractor. Matalia will not be eligible for any benefits, other than as specifically provided herein, nor will the Company make deductions from payments, if any, made to Matalia for taxes, all of which will be Matalia's responsibility.

## **2. FEES**

21 General. The Company hereby agrees to pay to Matalia during the currency of this Agreement, as remuneration for the provision of the Services, the amount of \$3,000 per month plus applicable taxes (the "Fees"). The Fees shall be payable in advance on the first of every month commencing on August 1, 2021.

22 Expenses. The Company further agrees to reimburse Matalia, at the time of making payment for Services hereunder, the reasonable out-of-pocket expenses incurred by Matalia, its officers, directors, shareholders, representatives, advisors, sub-agents and employees (collectively, the "**Representatives**"), in connection with the provision of any of the Services; provided that Matalia will submit to the Company invoices detailing such out-of-pocket expenses.

## **3. LIMITED LIABILITY AND INDEMNITY**

31 Limitation of Liability. The parties acknowledge and agree that, except in respect of acts or omissions which constitute bad faith, wilful misconduct or gross negligence in providing the services hereunder, none of Matalia or its Representatives will in any circumstance be held responsible for, or liable to the Company for, any claims, losses, expenses, liabilities, liens, penalties or damages, directly or indirectly incurred, sustained, suffered by or asserted against the Company relating to, arising out of, resulting from or in any way connected with the Services provided by Matalia hereunder.

32 Indemnity. The Company will indemnify and save harmless each of Matalia and its Representatives from and against any and all costs, losses, expenses, liabilities, penalties or damages, directly or indirectly, sustained, incurred or suffered by the Company and any of its directors, officers, employees, shareholders, representatives and agents relating to, arising out of, resulting from or in any way connected with the performance of the Services, other than in respect of acts or omissions of Matalia or its directors, officers, employees, representatives or agents, which constitute bad faith, wilful misconduct or gross or reckless negligence in performing the Services.

## **4. CONFIDENTIALITY**

4.1 Ownership of Confidential Information. Matalia acknowledges that in the course of Matalia's engagement with the Company, Matalia or any of its Representatives shall be exposed

to or otherwise become aware of Confidential Information (as defined below), and that such Confidential Information is a valuable asset which is the property of the Company exclusively, the unauthorized use or disclosure of which would cause serious and irreparable harm to the economic interest of the Company.

4.2 Confidential Information. Matalia agrees that at all times during the term of this Agreement, other than as required in the normal course of business and in the best interests of the Company, and at all times following termination of this Agreement, for any reason, Matalia shall hold in confidence and keep confidential, and shall cause its Representatives to hold in confidence and keep confidential, all Confidential Information. For the purposes of this Agreement, "Confidential Information" is defined as any information (except information that is or lawfully becomes public knowledge) concerning the business or operation of the Company, its subsidiaries and affiliates, including, but not limited to, letters of intent, agreements, contracts, distribution lists, customer, client or supplier lists, business plans or finance documents, financing agreements, financial information, marketing plans or strategies, product or technical information, personnel information, inventions, ideas, concepts, designs, improvements or other developments, and any other documents, procedures, policies, programs, reports or other information received, developed, prepared or coordinated by Matalia or its Representatives, whether alone or together with others and whether in hard copy, electronic or verbal form, in the course of Matalia's engagement with the Company.

4.3 Maintaining Confidentiality of Confidential Information. Matalia shall not use, copy, disclose, publish, make available, distribute or otherwise exploit the Confidential Information, directly or indirectly, without first obtaining the written consent of the Company, except as required by applicable law; provided that Matalia shall first have promptly notified the Company of such requirement prior to disclosure of the Confidential Information. Matalia is liable for ensuring that its Representatives maintain confidentiality over the Confidential Information.

4.4 Return of Confidential Information. Immediately upon the termination of this Agreement, for any reason, Matalia and its Representatives shall deliver to the Company all Company property which is in the possession, charge, control or custody of Matalia or its Representatives, including 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 relating or pertaining to the Company's business, whether provided to Matalia by the Company or created by Matalia or its Representatives for the Company, including any copies, representations or reproductions of the same.

## 5. GENERAL

5.1 Representations and Warranties. Each of the parties hereto represents and warrants to the other party that it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the power and capacity to enter into this Agreement and to carry out its terms and the execution and delivery of this Agreement by the party has been duly and validly authorized by all necessary corporate action.

52 Notices. Any notices to be given by either party hereto to the other party will be well and sufficiently given if delivered personally or if sent by courier to the parties at the respective addresses set out above, or such other address or addresses as the parties may notify to the other party from time to time in writing. Such notice will be deemed to have been given at the time of delivery, if delivered in person, or on the next business day after the day of delivery, if delivered by courier.

53 Entire Agreement. This Agreement supersedes any prior consulting or other similar agreements between Matalia and the Company with respect to the subject matter hereof.

54 Enurement. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

55 Amendment. This Agreement may not be amended except by written document signed by both parties hereto.

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

**GOLD DIGGER RESOURCES INC.**

Per: Allan Bezanson  
Authorized Signatory

Name: Allan Bezanson  
Title: president

**MATALIA INVESTMENTS LTD.**

Per:   
Robert Coltura, President