

JKS RESOURCES INC.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “**Agreement**”) dated for reference this 9th day of March, 2021 (the “**Effective Date**”), is by and between **1727856 ONTARIO LIMITED**, a corporation acting as an independent contractor (the “**Consultant**”), and **JKS RESOURCES INC.** (the “**Company**”), a corporation existing under the *Business Corporations Act* (British Columbia).

ARTICLE 1 – CONSULTING SERVICES

Section 1.1 Background

The Company desires to retain the services of the Consultant and the Consultant has agreed to serve as a consultant to the Company and to provide the services of **Peter Born** to fulfil the role of **Vice President of Exploration** of the Company. Peter will also be the Qualified Person for the Company since he is a P.Geol, PhD in Geology and has greater than 30 years of experience in mineral exploration.

Section 1.2 Description of Services

The Consultant shall report to and be subject to the general direction of the Board of Directors of the Company (the “**Board**”), and Peter Born shall fulfill the duties and responsibilities as are normally associated with the position of Vice President of Exploration of similar publicly listed companies (the “**Services**”).

Section 1.3 Commitment

The Consultant shall perform, and shall cause Peter Born to perform on its behalf, the Services diligently, faithfully and honestly, and use best efforts to promote the interests of the Company. In his capacity as Vice President of Exploration, Peter Born shall devote no less than 1 business days to the affairs of the Company in any calendar month during the term of this Agreement. The Consultant agrees to observe all instructions, rules, guidelines, policies and practices now or hereafter established by the Company for the conduct of its affairs.

Section 1.4 Term

This Agreement shall be effective from the Effective Date and shall continue in effect until otherwise terminated in accordance with Article 3 hereof.

Section 1.5 Independent Contractor

The Consultant’s relationship with the Company shall be that of an independent contractor and not that of an employee. Accordingly, neither the Consultant nor Peter Born will be eligible for any employee benefits, other than as specifically provided for herein, nor will the Company make deductions from payments, if any, made to the Consultant for taxes, all of which will be the Consultant’s responsibility. The Consultant agrees to indemnify and hold the Company harmless from any liability for, or assessment of, any such taxes imposed on the Company by relevant taxing authorities.

ARTICLE 2 – COMPENSATION

Section 2.1 Consulting Fee

The Company shall pay to the Consultant a consulting fee (the “**Consulting Fee**”) at the rate of **\$1,000** per month, for which the Consultant shall invoice the Company on a monthly basis. The Consulting Fee shall be reviewed by the Board on an annual basis during the term of this Agreement, provided that in no instance shall there be a reduction in the Consulting Fee without the written consent of the Consultant. To the extent the Consulting Fee is increased from time to time, such increased Consulting Fee shall thereafter be the Consulting Fee hereunder.

The Company acknowledges that the Consultant is currently owed \$1,000, plus applicable taxes, for Services rendered between November 9, 2020 and the Effective Date. The Company will provide payment to the Consultant for such amount within 30 days of the Effective Date.

As consideration for entering into this Agreement, the Consultant will receive a one-time signing bonus equal to \$1,000. The Consultant acknowledges and agrees that this payment represents valid consideration for its execution of this Agreement and that all terms of this Agreement will be binding upon the Consultant.

Section 2.2 Indemnity

During and after the term of this Agreement, the Company shall indemnify and hold the Consultant harmless to the fullest extent permitted by applicable law with regard to any action or inaction of the Consultant as an officer of the Company, subject to any limitations on such indemnification imposed by applicable law. This provision shall survive any termination of this Agreement or the Consultant’s engagement hereunder.

Section 2.3 Expenses

The Company will pay or reimburse the Consultant for all reasonable out-of-pocket expenses incurred by the Consultant in connection with the Consultant’s engagement hereunder in accordance with the policies of the Company in effect from time to time as well as any expenses associated with travel required by the Company.

ARTICLE 3 – TERMINATION

Section 3.1 Termination by the Company or the Consultant

Either the Company, or the Consultant, may terminate this Agreement at any time upon the provision of written notice equal to one month, following which the Consultant will be entitled to payment of all amounts due and owing up to the date of termination including any accrued but unpaid Consulting Fees and any unreimbursed expenses.

Section 3.2 Date of Termination

For the purposes of this Agreement, the “**date of termination**” shall be the date specified in the written notice of termination provided pursuant to section 3.1.

ARTICLE 4 – CONFIDENTIALITY

Section 4.1 Confidentiality

The Consultant acknowledges that the Consultant holds a position of trust within the Company and that the Consultant has been and will be entrusted with detailed confidential information concerning the business and affairs of the Company the disclosure of any of which would be highly detrimental to the best interests of the Company, and which includes the terms and conditions of this Agreement.

The Consultant covenants and agrees with the Company that the Consultant will not disclose, directly or indirectly, any confidential information to any person nor shall the Consultant use the same for any purposes, other than those of the Company except those that are or become generally known in the industry or to the public other than through a breach of the Consultant's obligations hereunder or are disclosed pursuant to law.

The obligations of the Consultant under this Article shall continue during the course of the Consultant's engagement with the Company and, unless otherwise provided in writing by the Company, shall survive the expiration or termination of the Consultant's engagement and this Agreement.

ARTICLE 5 – GENERAL

Section 5.1 Notice Provisions

Except as otherwise expressly provided herein, all notices relating to this Agreement shall be in writing and either delivered by hand, courier service, facsimile transmission or registered or certified mail and addressed as follows:

The Company: **JKS Resources Inc.**
200 – 550 Denman Street
Vancouver, BC V6G 3H1

Attention: Gunther Roehlig
Email: groehlig@gmail.com

The Consultant: **1727856 Ontario Limited**
14 Gesner Ct
Ottawa, ON K2L 3K1

Attention: Peter Born
Email: peter.born@sympatico.ca

The addresses above may be changed by notice given in accordance with the provisions of this section. Any notice which is delivered by hand, courier service shall be effective when delivered and any notice which is sent by registered or certified mail shall be effective upon delivery as recorded on the receipt.

Section 5.2 Entire Agreement

This Agreement contains the entire agreement between the Company and the Consultant and supersedes all previous negotiations, understandings and agreements whether verbal or written, with respect to the terms and conditions of engagement between the Company and the Consultant. The parties agree that this Agreement may only be modified in writing signed by both parties.

Section 5.3 Laws

This Agreement will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Company and the Consultant agree that if there is any dispute between them with respect to the rights of either party under this Agreement, excepting any dispute arising out of Article 4, such dispute will be resolved by final and binding arbitration before a sole arbitrator pursuant to the Arbitration Act of British Columbia. The Company will bear the costs of the arbitrator appointed for any such proceedings.

Section 5.4 Successors and Assigns

This Agreement shall not be assignable by either party unless the written consent of the other party has been obtained, provided, however, that the Company may assign this Agreement to any entity with which it is affiliated provided that such assignment shall not release the Company from its obligations hereunder. This Agreement shall enure to the benefit and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

Section 5.5 Severability

In the event that any provision or parts of this Agreement will be deemed void or invalid, the remaining provisions or parts will be and remain in full force and effect.

Section 5.6 Legal Advice

The Consultant understands that by executing this Agreement, the Consultant accepts and agrees to be bound by its terms and conditions. The Consultant acknowledges that the Consultant is signing this Agreement freely and voluntarily having had an opportunity to review, understand and seek independent legal advice as to the meaning of the above provisions.

Section 5.7 Currency

All amounts expressed herein are in Canadian dollars unless otherwise noted and all payments hereunder are subject to all applicable and required deductions.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the Agreement Date.

JKS RESOURCES INC.

1727856 ONTARIO LIMITED

"Gunther Roehlig"

"Peter Born"

Per:

Authorized Signatory

Per:

Authorized Signatory

THE TERMS OF THIS AGREEMENT ARE HEREBY ACKNOWLEDGED by the undersigned. By executing this Agreement, the undersigned agrees to be bound by the terms of this Agreement as though he were a party to this Agreement.

"Peter Born"

PETER BORN _____

