

## STRATEGIC CONSULTING AGREEMENT

**BETWEEN:** **WESTERN STAR RESOURCES INC.**, a Company duly incorporated in the Province of British Columbia, having a place of business at Unit 114B – 8988 Fraserton Court, Burnaby, BC V5J 5H8

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

**AND:** **1218016 BC Ltd.** a corporation duly incorporated in the province of British Columbia, having a place of business at 2004 – 1616 Bayshore Drive, Vancouver, BC, V6G 3L1

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

(Company and Consultant hereinafter referred to collectively as the "**Parties**" or individually as the "**Party**")

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### 1. PURPOSE OF THE AGREEMENT

- 1.1 The Company hereby agrees, for a period of twelve (12) months following the execution of the Agreement (the "**Term**"), to retain 1218016 BC Ltd., as a Consultant for strategic business development activities for the Company as an independent contractor (the "**Mandate**"), and the Consultant hereby accepts such Mandate and agrees to serve in such capacity, subject to the reasonable direction and control by the President of the Company, or such other person to whom he may have delegated such powers.
- 1.2 The Consultant and its principals and employees shall, during the Term, use their collective best efforts to introduce to the Company business opportunities that may be held by, or become available to the Consultant, and would not otherwise be available to the Company ("Project Opportunities"); to assist in developing strategic, operational and/or financial plans for actual or proposed development of the opportunities of the Company; and to assist the Company in negotiating and concluding acquisitions, other than or in addition to Project Opportunities.
- 1.3 In carrying out these duties and responsibilities, the Consultant shall comply with all lawful and reasonable instructions as may be given by the President of the Company, or any other person so authorized by the President or the Company.
- 1.4 The Consultant acknowledges and agrees that the effective performance of the Consultant's duties requires the highest level of integrity and the Company's complete confidence in the Consultant's relationship with other personnel of the Company and with all persons dealt with by the Consultant in the course of his Mandate.
- 1.5 The Parties acknowledge and agree that the relationship created hereunder will be governed by the standards and terms of the Company's policies, as they are established from time to time, and the Consultant agrees to comply with the rules, regulations, directions and policies that have or may hereafter be established by the Company so long as they are not inconsistent with any material provision of this Agreement.
- 1.1 This Agreement constitutes the entire agreement between the Parties in respect of the subject matter herein contained and supersedes all prior negotiations and understandings, whether written, oral, or otherwise.

## 2. REMUNERATION OF CONSULTANT

- 2.1 The Company will pay the Consultant \$100,000.00 (one-hundred thousand dollars) plus applicable taxes upon the Company completing its current financing of raising minimum of \$400,000.

## 3. RIGHTS AND OBLIGATIONS OF THE CONSULTANT

- 3.1 The Consultant hereby accepts the Mandate and undertakes to carry it out in the best interest of the Company, on instructions given to him from time to time by the Company, in accordance with applicable law.
- 3.2 The Consultant shall from time to time, at the request of the Company, report on the work carried out by the Consultant in connection with the Mandate.

## 4. TERMINATION OF THE AGREEMENT

- 4.1 The Agreement shall automatically terminate at the end of the initial twelve month guaranteed period and may be extended for a subsequent twelve-month term as may be agreed to in writing by the Parties.
- 4.2 The Agreement may be terminated with 30 days written notice by either party during any subsequent term.
- 4.3 This Agreement may be terminated at any time if agreed to, in writing, by all parties.
- 4.4 The death, incapacity, absence, or failure by the Consultant to perform its duties concerning any obligation in this Agreement, shall entitle the Company to cancel and terminate the Agreement for the above events deemed as non-performance or cause, as the case may be, by providing written notice at any time following the initial twelve month guaranteed period. In the event that the Company wishes to terminate this Agreement for non-performance or cause following the twelve-month guaranteed period, the Consultant will have 15 days from such notice to rectify any non-performance, action or matter relating to the cause, failing which the Agreement shall terminate on the 15th day following the date of said notice.
- 4.5 The insolvency, liquidation, bankruptcy of or failure by the Company to respect any obligation resulting from the present agreement shall entitle the Consultant to cancel the Agreement by providing notice to the Company, whereupon this Agreement shall terminate, and the parties will be released from any obligations that one has to the other under this Agreement.

## 5. CONFIDENTIALITY

- 5.1 During the term of this Agreement and at all times thereafter, the Consultant shall hold in confidence all information acquired from the Company or any of its subsidiaries or affiliates. For the purposes of this agreement, "Confidential Information" shall mean any information received in any manner whatsoever by the Consultant from the Company or any of its subsidiaries or affiliates in any form whatsoever (verbal, written, mechanical or other), or related to their activities, as well as any financial information or other information which are considered as the exclusive property of the Company, or any of its subsidiaries or affiliates; however, Confidential Information shall not include information which was, at the time of disclosure or thereafter became part of the public domain through no fault or intervention of the Consultant.
- 5.2 The Consultant shall not, without the written consent of the Company, disclose or authorize anyone else to disclose any Confidential Information in any manner whatsoever and to whomever it may be and specifically, but without restricting the generality of the foregoing, to individuals or businesses which are in competition with the Company, or any of its subsidiaries or affiliates, to their clients, or the

public in general. It is agreed that the provision of this Section 6 shall survive the termination of this Agreement and shall remain binding on the Consultant.

**6. APPLICABLE LAW AND JURISDICTION**

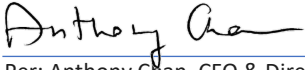
- 6.1 This Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 6.2 In the case of any dispute relating to this Agreement, such dispute will be settled by commercial arbitration in the Province of British Columbia.


**7. GENERAL TERMS AND CONDITIONS**

- 7.1 This Agreement may be executed in several counterparts by fax or email.
- 7.2 The parties hereto agree to execute such further agreements and other required documentation to carry out the terms, conditions and intent of this Agreement.

For reference purposes, this contract is dated October 1, 2021

**WETSERN STAR RESOURCES INC.**

  
Per: Anthony Chan, CFO & Director

**1218016 BC LTD.**  
  
Per: Blake Morgan