

CONSULTING EXPLORATION SERVICES AGREEMENT

THIS AGREEMENT made the 3rd day of May, 2022 (the “**Effective Date**”).

BETWEEN:

1335137 B.C. LTD., of 400 Burrard St., Suite 1400, Vancouver B.C. V6C 3A6
(the “**Company**”)

AND:

C.J. GREIG AND ASSOCIATES LTD., of 729 Okanagan Ave. E., Penticton,
B.C. V2A 4G1
(the “**Contractor**”)

WHEREAS:

- A. The Contractor is an exploration consultant engaged in the provisions of exploration services including, without limitation, claim staking, field work planning, greenfields prospecting, soil, rock, and stream sediment sampling, geological mapping, drill program management, 3D modelling and data interpretation, etc. (the “**Services**”) in the mining and natural resources sectors.
- B. The Company is a wholly owned subsidiary of Starlo Ventures Ltd. (“**Starlo**”).
- C. The Company desires to engage the Contractor to provide the Services to the Company in respect to certain mining claims located in British Columbia which claims the Contractor has recently staked on behalf of the Company (the “**Project**”).
- D. The Company advises and the Contractor acknowledges that the Company intends to complete an initial exploration program on the Project by engaging the Contractor and its Services and then take Starlo public and attain a listing on either the TSX.V or the CSE stock exchanges (the “**Exchange**”).
- E. The Parties desire to enter into this Agreement detailing the terms and conditions on which the Contractor will provide the Services to the Company in respect to the Project.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing recitals and of the mutual promises, covenants and agreements hereinafter set forth, the Company and the Contractor hereby promise, covenant and agree as follows:

1. Services & Remuneration

- 1.1 The Company engages the Contractor to provide and the Contractor will provide the Services as more particularly described in Schedule “A” attached hereto.

1.2 In consideration of the Services provided by the Contractor both prior to and during the term of this Agreement, the Company agrees that it will pay the Contractor a fee, including, without limitation, the staking costs incurred by the Contractor on behalf of the Company (the “**Consulting Fee**”) which Consulting Fee will be based upon industry standard & reasonable market rates normally charged by the Contractor as more particularly described in Schedule “B” attached hereto (“**Reasonable Market Rates**”).

1.3 In addition to the Consulting Fee, the Contractor will be entitled to receive an additional amount of compensation of 175,000 common shares of Starlo (the “**Share Fee**”) which Share Fee will be issued by Starlo to the Consultant as follows: (1) 75,000 shares upon completion of an acceptable 43-101 report in respect to the Project (the “**Qualifying Report**”); and (2) 100,000 shares upon Starlo attaining a listing on the Exchange. The Parties acknowledge and agree that the issuance of the Share Fee to the Contractor is subject to the prior approval of the Exchange and may require normal hold period or re-sale restrictions imposed upon the shares comprising the Share Fee.

2. Future Work

2.1 The Contractor will have the option to undertake the stage 1 work program on the Project in the approximate amount of \$100,000 (the “**Stage 1 Work**”) as detailed in the Qualifying Report PROVIDED HOWEVER the Contractor acknowledges and agrees that the Stage 1 Work will be undertaken at Reasonable Market Rates and if there’s a sale of the Company, Starlo or the Project before completion of the Stage 1 Work, the Company, the Stage 1 Work may be terminated by the Company.

3. Term of Contract and Termination

3.1 The provision of the Services by the Contractor to the Company pursuant to the terms of this Agreement will commence on the Effective Date and will continue until the Contractor has completed the Services set out in Schedule “A” of this Agreement unless terminated earlier by mutual agreement of the Parties.

4. Performance of Services

4.1 In performing the Services hereunder, the Contractor will: (a) act honestly and in good faith in what the Contractor reasonably believes to be in the best interests of the Company; (b) exercise the degree of care, diligence and skill that a reasonably prudent person engaged in the provision of services similar to the Services would exercise in comparable circumstances; and (c) do all work on the Project in a good and workmanlike and miner like fashion and in accordance with all applicable laws, regulations, orders and ordinances of any governmental authority.

5. Independent Contractor

5.1 The Contractor will at all times be an independent contractor and the Contractor is not an employee or agent of the Company and no partnership, joint venture or agency will be created by this Agreement or by any action of the Parties under this Agreement and the Contractor will not represent itself to be in any such relationship with the Company.

5.2 The Contractor acknowledges and agrees that it will be responsible for payment to the proper authorities of any and all income taxes, employment insurance premiums, Canada Pension Plan contributions and Workers' Compensation insurance premiums in respect of the remuneration paid hereunder.

6. Representations and Warranties of the Parties

6.1 The Company and the Contractor each represents and warrants to the other that:

- (a) it has good and sufficient right and authority to enter into this Agreement on the terms and conditions set forth herein; and
- (b) the execution and delivery of this Agreement, the performance of its obligations under this Agreement and the completion of the transactions contemplated under this Agreement will not result in the violation of any law or regulation.

7. Confidential Information

7.1 Each Party will treat confidentially and not disclose, and will cause each of its Representatives (as defined below) to treat confidentially and not disclose, other than as expressly contemplated by this Agreement, any Confidential Information (as defined below) of the other party.

7.2 Either Party may disclose Confidential Information only to those of its Representatives who need to know such Confidential Information for the purpose of implementing the transactions contemplated by this Agreement. Neither Party will use, nor permit its Representatives to use, Confidential Information for any other purpose nor in any way that is, directly or indirectly, detrimental to the other Party.

7.3 For purposes of this Section, "Confidential Information" means all information, in whatever form communicated or maintained that one Party (the "**Discloser**") discloses to the other Party in connection with the transactions contemplated by this Agreement, including the existence and terms of this Agreement, whether provided before or after the date of this Agreement, and any information provided to the Discloser by third parties under circumstances in which the Discloser has an obligation to protect the confidentiality of such information. For purposes of this Section, "**Representatives**" means each director, officer, employee, agent, consultant, advisor and other representative of a Party who is involved in the transactions contemplated by this Agreement.

7.4 The restrictive obligations set forth above will not apply to the disclosure or use of any information which:

- (a) is or later becomes available to the public from a source other than the Contractor and through no fault of the Contractor; or
- (b) is lawfully made available to the Contractor by a third party or a source outside this Agreement.

8. Information & Access

8.1 The Contractor will:

- (a) fully inform the Company of the work done and to be done by the Contractor in connection with the provision of the Services;
- (b) fully inform the Company and keep a record of the expenses incurred by the Contractor in connection with the provision of the Services; and
- (c) permit the Company at all reasonable times to inspect, examine, review and copy any and all findings, data, specifications, drawings, working papers, reports, documents and material whether complete or otherwise that have been produced, received or acquired by, or provided by the Company to the Contractor as a result of this Agreement.

9. Area of Influence

9.1 There will be an area of influence within 100 meters of the outermost boundary of the Project as at the date of execution of this Agreement.

10. General

10.1 In this Agreement, unless context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders.

10.2 This Agreement will enure to the benefit of any successors and permitted assigns of the Parties.

10.3 Save and except for the express provisions of this Agreement, any and all previous agreements, written or oral, between the Parties hereto or on their behalf relating to the provision of the Services by the Contractor to the Company are hereby terminated and cancelled and each of the Parties hereto hereby releases and forever discharges the other of and from all manner of actions, causes of action, claims and demands whatsoever under or in respect of any such agreement.

10.4 This Agreement constitutes the entire agreement between the Parties.

10.5 If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it will not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement or of any Schedule or any part thereof, and any such covenant or agreement may be severed from this Agreement without affecting the remainder of the Agreement.

10.6 The provisions of this Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada as applicable therein.

10.7 Any notice relating to this Agreement or required or permitted to be given in accordance with this Agreement will be in writing and will be personally delivered or mailed by registered mail, postage prepaid to the Parties at their respective addresses set out on the first page of this Agreement.

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

1335137 B.C. LTD.

C.J. GREIG AND ASSOCIATES LTD.

Per: /s/ "Patrick De Witt"
Name: Patrick De Witt

Per: /s/ "Charles J. Greig"
Name: Charles J. Greig

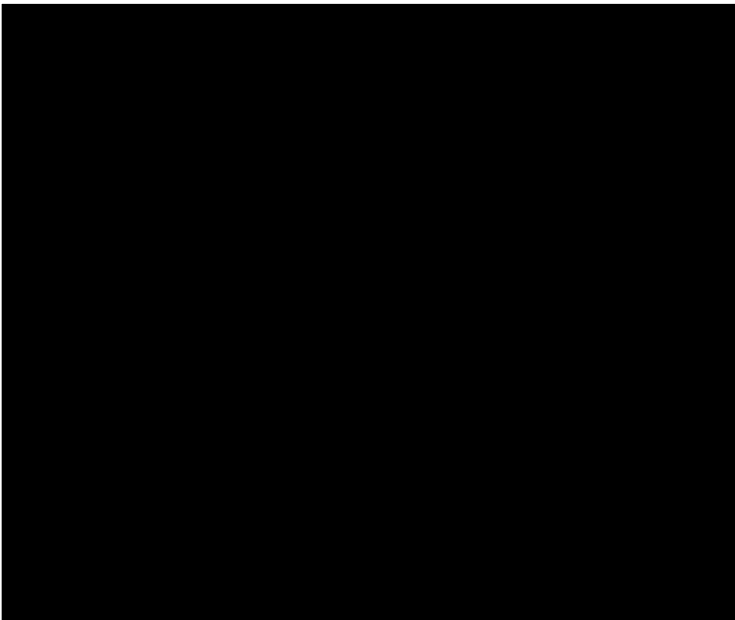
SCHEDULE “A”
(DESCRIPTION OF SERVICES)

The following are the Services to be performed by the Contractor:

1. The Field Services shall be services to be performed in connection with the Company's:
 - a) mineral exploration, including soil, rock and stream sediment sampling, data compilation and GIS (geographic information systems) work, geologic mapping, report writing and preparation, packaging and shipping samples, petrographic work, etc.; and
 - b) any additional services that may be requested by the Company from time to time.

SCHEDULE “B”
(CONTRACTOR FEE RATES)

The following are the normal course rates to be charged by the Contractor:



[Redacted - Sensitive commercial information]