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**FINANCIAL STAR NEWS INC.**



[Redacted]

May 30, 2024

Board of Directors  
Bayridge Resources Corp.  
1480-885 West Georgia St., Vancouver, BC, V6C 3E3

Dear Sirs,

**Re: Engagement Letter for Marketing Services**

Financial Star News Inc (“FSN” or “we” or “us”) is pleased to provide this extension Engagement Letter (the “Letter” or “Agreement”) to Bayridge Resources Corp. (the “Company” or “Bayridge” or “you”).

The purpose of this Letter is to set forth the terms and conditions under which FSN will provide certain non-exclusive marketing and advisory services to the Company as described herein. Upon the Company’s acceptance of this Letter, FSN will commence the activities and services as outlined herein.

1. **Engagement.** The Company hereby engages FSN, on a non-exclusive basis to render marketing services to the Company concerning the development of the Company’s capital markets performance (the “Engagement”).
2. During the term of our Engagement, we will, as appropriate:
  - a) Creation of campaigns, ad groups and text ads and display ads.
  - b) Detailed keyword research, e.g. analysis of search terms which match with search behaviour of your target group.
  - c) Setup and management of remarketing campaigns within an individual website visitor approach of those visitors who have already been in contact with your company, shop or website.
  - d) Permanent dynamic optimization of the keywords set.
  - e) Ongoing bid management of campaigns, ad groups and keywords.
  - f) Optimization of keyword options (exact match, phrase match, broad match, broad modified match and negative match).
  - g) Control and optimization for different devices (desktop, tablet and mobile).

- h) Placing display advertisements, using relevant targeting options as demographic, geographic, interest, topics or keywords.
- i) Coordinating online advertiser and marketers corresponding to the customers online marketing targets.
- j) Creation of Landing Pages for ad campaigns.

The term of the Engagement hereunder shall begin on the date of this Agreement (the “**Term**”) and last until the earlier of six months from the date of this Agreement or until the Work Fee (as defined below) is spent whichever day is earlier. Such, Term shall continue, unless terminated earlier by either party pursuant to Section 8 hereof or extended by the mutual consent of the parties.

You acknowledge and agree that our Engagement pursuant to this Agreement is not an agreement by us or any of our affiliates to underwrite or purchase any equity or debt securities of the Company or otherwise provide any equity or debt financing to you. We may retain other persons to act as sub-agents on our behalf in connection with any financing, in which case we will share the fees, set out below, with them.

3. **Fees.** For our services hereunder, you agree to pay us:

- (a) A work fee (“**Work Fee**”) of USD \$500,000 plus GST.
- (b) The Parties shall mutually agree to negotiate in good faith for a further extension of the Term and Work Fee.

4. **Indemnification and Contribution.** Annex A is hereby incorporated into this Agreement by reference and made a part of this Agreement.

5. **Representations, Warranties and Agreements of the Company.** You represent and warrant to, and agree with us, that:

- (a) you will make available to us such documents and other information that we reasonably deem appropriate in connection with the transactions contemplated hereby and will provide us with reasonable access to your officers, directors, employees, accountants, counsel and other representatives in connection therewith, it being understood that we will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and
- (b) you will have responsibility for the accuracy and completeness of any offering materials or other information provided to us in connection with the transactions contemplated by this Agreement, and you agree to notify us promptly of any material adverse change, or developments that may lead to a material adverse change, in your business, properties, operations, financial condition or prospects that could lead to any statement contained in such offering materials or information being inaccurate, incomplete or misleading in any material respect.

For the avoidance of doubt, the representation contained in Section 55(a) above is intended solely to cover the Company and its officers, directors and employees, and will not be interpreted as a representation as to FSN or any of its employees’ or agents’ compliance

6. **Representations, Warranties and Agreements of FSN.**

- (a) We represent and warrant to, and agree with you that we will conduct ourselves in compliance with all applicable laws and regulations and we will hold any confidential information of in strict confidence (provided that we may disclose such information to our advisors or strategic partners on a “need to know” basis), other than information that (1) is or becomes generally available to the public at or prior to the time of disclosure or use by us (other than as a result of the disclosure or use by us in violation of this Agreement), (2) was available to us on a non-confidential basis prior to its disclosure to us, (3) becomes available to us on a non-confidential basis provided that such information is not to our knowledge disclosed by such source to us in violation of a confidentiality agreement with you, (4) is approved for disclosure by you, or (5) is required to be disclosed by law, by any court of competent jurisdiction, by the requirements or policies of any regulatory body (including any stock exchange on which your securities are listed) or governmental agency. We will not trade in any securities of while in possession of material information that has not been publicly disclosed by .
- (b) If and when requested by you, we will provide you with the opportunity to review and approve any deliverables prepared by us under this Agreement prior to the dissemination of the same. We agree to make any revisions to such deliverables that you may reasonably request in order to comply with the policies of the Canadian Securities Exchange, Toronto Stock Exchange or the TSX -Venture Exchange(the “**Exchange**”) or applicable securities laws. You will at all times maintain control of the deliverables relating to you that are prepared by us under this Agreement.
- (c) We will, at all times when providing the services contemplated herein, comply with all applicable securities laws and the policies of the Exchange, including without limitation, Part 7 of the *Securities Act* (British Columbia) (the “**IR Rules**”). We represent and warrant to you that we have read and are familiar with the IR Rules.

7. ***Other Matters Relating to Our Engagement.*** You acknowledge that you have retained us solely to provide the services set forth in this Agreement. In rendering such services, we will act as an independent contractor, and we owe our duties arising out of this Engagement solely to the Company. You acknowledge that nothing in this Agreement is intended to create duties to you or your securityholders beyond those expressly provided for in this Agreement, and we and you specifically disclaim the creation of any fiduciary relationship between, or the imposition of any fiduciary duties on, either party.

You acknowledge that we are not an advisor as to legal, tax, accounting or regulatory matters in any jurisdiction. You should consult with your own advisors concerning such matters and are responsible for making your own independent investigation and appraisal of the transactions contemplated by this Agreement, and we have no responsibility or liability to you with respect to such matters.

- 8. ***Termination.*** You or we may terminate our Engagement under this Agreement upon thirty days’ written notice to the other party.
- 9. ***Miscellaneous.*** This Agreement will be governed by and construed in accordance with the laws of British Columbia, without regard to its conflict of law principles, and each party irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia. This Agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement, which will remain in full force and effect. This Agreement is

solely for the benefit of you and us, and no other person (other than the Indemnified Persons set forth in Annex A hereto) will acquire or have any rights by virtue of this Agreement.

**Notices.** Any notice provided for or permitted under this Agreement will be treated as having been given (a) when delivered personally, on the next business day after the day on which it is sent, (b) when sent by commercial overnight courier with written verification of receipt, on the next business day after its delivery to the courier during normal business hours, or (c) when mailed postage prepaid by certified or registered mail, return receipt requested, on the fifth (5) business

10. day after its date of posting. Notices shall be sent to the addresses set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this Section:

If to FSN:

Financial Star News Inc.

[REDACTED]  
[REDACTED]  
[REDACTED]

If to the Company:

Bayridge Resources Corp  
1480-885 West Georgia St  
Vancouver, BC V6C 3E3

Please confirm that the foregoing correctly and completely sets forth our understanding by signing and returning to us the enclosed duplicate of this Agreement.

Sincerely,

Financial Star News Inc.

By: \_\_\_\_\_

[Redacted signature block]

Agreed and accepted as of the date first written

Bayridge Resources Corp.

By: \_\_\_\_\_

(signed) "Saf Dhillon"

Saf Dhillon  
Title: Chief Executive Officer

### **Annex A to Engagement Letter**

You (the “**Indemnifier**”) agree to (i) indemnify and hold harmless us, our affiliates, and each of our respective partners, directors, officers, agents, consultants, employees and controlling persons (hereinafter referred to as an “**Indemnified Person**”), from and against any losses, claims, damages, liabilities and expenses, joint or several, and all actions, inquiries, proceedings and investigations in respect thereof, to which any Indemnified Person may become subject arising out of or in connection with our Engagement or any matter referred to in the agreement to which this Annex A is attached and of which this Annex A forms a part (the “**Agreement**”), regardless of whether any of such Indemnified Person is a party thereto, and (ii) periodically reimburse an Indemnified Person for such person’s legal and other expenses as may be incurred in connection with investigating, preparing, defending, paying, settling or compromising any such action, inquiry, proceeding or investigation; provided, however, the indemnity provided in this Annex A shall not apply in connection with any losses, claims, damages, liabilities, expenses, actions, inquiries, proceedings, and investigations brought against an Indemnified Person by the Indemnifier, or in the name of or on behalf of the Indemnifier. The Indemnifier is not responsible under the foregoing sentence for any losses, claims, damages, liabilities or expenses to the extent that such loss, claim, damage, liability or expense has been finally judicially determined to have resulted from actions taken or omitted to be taken by such Indemnified Person due to such person’s negligence or wilful misconduct. To the extent that any prior payment you made to an Indemnified Person is determined to have been improper by reason of such Indemnified Person’s negligence or wilful misconduct, such Indemnified Person shall promptly pay you such amount.

If the indemnity or reimbursement referred to above is, for any reason whatsoever, unenforceable, unavailable or otherwise insufficient to hold each Indemnified Person harmless to the extent provided for under the preceding paragraph, you agree to pay to or on behalf of each Indemnified Person contributions for losses, claims, damages, liabilities or expenses so that each Indemnified Person ultimately bears only a portion of such losses, claims, damages, liabilities or expenses as is appropriate (i) to reflect the relative benefits received by each such Indemnified Person, respectively, on the one hand and you and your shareholders on the other hand in connection with the Placement and/or a Strategic Event, or (ii) if the allocation on that basis is not permitted by applicable law, to reflect not only the relative benefits referred to in clause (i) above, but also the relative fault of each such Indemnified Person, respectively, and the Indemnifier as well as any other relevant equitable considerations; provided however, that in no event will the aggregate contribution of all Indemnified Persons to all losses, claims, expenses, damages, liabilities or expenses in connection with any Placement and/or a Strategic Event exceed the amount of the fee actually received by FSN pursuant to the Agreement. The respective relative benefits received by us and you in connection with any Placement and/or a Strategic Event will be deemed to be in the same proportion as the aggregate fee paid to FSN in connection with the Placement and/or Strategic Event bears to the aggregate consideration paid to you in the Placement and/or Strategic Event. Promptly after its receipt of notice of the commencement of any action or proceeding, any Indemnified

Person will, if a claim in respect thereof is to be made against you pursuant to the Agreement, notify the Indemnifier in writing of the commencement thereof, but omission to so notify the Indemnifier will not relieve the Indemnifier from any liability which the Indemnifier may have to any Indemnified Person, except your obligation to provide reimbursement of

expenses or liabilities which were incurred prior to such notice or the Indemnifier's obligation to indemnify for losses, claims, damages, liabilities or expenses to the extent that the Indemnifier suffers actual prejudice as a result of such failure. If the Indemnifier so elects, it may assume the defence of such action or proceeding in a timely manner, including the employment of counsel (reasonably satisfactory to the Indemnified Party) and payment of expenses, *provided* the Indemnifier permits an Indemnified Person and counsel retained by an Indemnified Person at its own expense to participate in such defence. Notwithstanding the foregoing, in the event (i) the Indemnifier fails promptly, to assume the defence and employ counsel reasonably satisfactory to the Indemnified Party, or (ii) the Indemnified Person has been advised by counsel that there exist actual or potential conflict of interests between the Indemnifier or its counsel and such Indemnified Person, an Indemnified Person may employ separate counsel (in addition to any local counsel) to represent or defend such Indemnified Person in such action or proceeding, and the Indemnifier agrees to pay the reasonable fees and disbursements of such separate counsel as incurred; provided however, that the Indemnifier will not, in connection with any one such action or proceeding, or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for fees and expenses of more than one separate firm of lawyers (in addition to any local counsel).

The Indemnifier will not, without the Indemnified Party's prior written consent, which will not be unreasonably withheld, delayed or conditioned, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought under the Agreement, unless such settlement, compromise or consent includes an express, complete and unconditional release of each Indemnified Person from all liability and obligations arising therefrom. Without the Indemnifier's prior written consent, which will not be unreasonably withheld, delayed or conditioned, no Indemnified Person will settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding for which indemnification or contribution may be sought hereunder. Notwithstanding the foregoing sentence, if at any time an Indemnified Person requests that the Indemnifier reimburse the Indemnified Person for fees and expenses as provided in the Agreement, the Indemnifier agrees that it will be liable for any settlement of any proceeding effected without its prior written consent if (i) such settlement is entered into more than 60 days after receipt by the Indemnifier of the request for reimbursement, and (ii) the Indemnifier will not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement.

You also agree that no Indemnified Person will have any liability to you or your affiliates, directors, officers, employees, agents, creditors or shareholders, directly or indirectly, related to or arising out of the Agreement or the services performed thereunder, except losses, claims, damages, liabilities and expenses you incur which have been judicially determined to have resulted from actions taken or omitted to be taken by such Indemnified Person due to such person's negligence or wilful misconduct. In no event, regardless of the legal theory advanced, will any Indemnified Person be liable for any consequential, indirect, incidental or special damages of any nature. Your indemnification, reimbursement and contribution obligations in this Annex A will be in addition to any rights that any Indemnified Person may have at common law or otherwise.

The Indemnifier understands that in the event that it reimburses an Indemnified Party pursuant to this Annex A for the fees and expenses of its counsel, such reimbursement will be made on the basis of counsel's generally applicable rates, provided, however, that such reimbursement will be limited to our reasonable attorney's fees and expenses.

Capitalized terms used, but not defined in this Annex A, have the meanings assigned to such terms in the Agreement.