



GOLDEN HARP

R E S O U R C E S I N C

October 1, 2007

Judith T. Mazvihwa
1803-1529 W. Pender Street
Vancouver, B.C.
V6G 3J3

Dear Ms. Mazvihwa,

Re: Employment Agreement

We write to set out the terms of your part time employment with Golden Harp Resources Inc. (the "Company"). If you agree with these terms, please return a signed copy of this Agreement. If accepted by you, this employment agreement will replace and supersede the Employment Agreement between you and the Company dated December 20, 2006.

1. **Term:** This agreement will govern your employment for a term of 1 year commencing on October 1, 2007 and ending September 30, 2008, unless the term is extended in accordance with the provisions of this agreement.
2. **Position and Duties:** You will be employed by the Company in the position of Vice President and Chief Financial Officer. You will perform or fulfill the duties set out in the attached Schedule A and such other duties and responsibilities as the Board of Directors may designate from time to time and as are reasonably consistent with the position of Vice President and Chief Financial Officer. During the term, you will perform your duties in a faithful and diligent manner to the best of your abilities.
3. **Scope of Duties:** During your employment, you will devote approximately 24 hours per week (three business days) to the duties hereby assigned to you and will give the Company the full benefit of your knowledge, expertise and skill during such time.
4. **Compensation:**
 - (a) **Salary:** You will receive a monthly salary of \$5,000 payable in equal bi-monthly installments, less all applicable source deductions required to be deducted and remitted under applicable provincial or federal laws of Canada.
 - (b) **Benefits:** The Company will make available to you the insured benefit plans (if any) customarily available to its employees (the "Benefits"). The terms and conditions of the Benefits will be determined by the plans or policies from time to time established or purchased by the Company. The Company retains the right to

establish new Benefits and to alter or delete any benefits from time to time and at any time in its sole discretion.

(c) Stock Options: You will be entitled to participate in the Company's Stock Option Plan (the "Plan"). Your participation in the Plan, the number of shares you will be permitted to purchase, the exercise price, vesting schedule and expiry date shall be determined by the directors in their sole and absolute discretion.

(d) Vacation: In addition to statutory holidays, you will be entitled to an annual paid vacation equal to 2 weeks in each year of the Term pro-rated for any year, to be taken at such time or times as mutually agreed by the parties, and in compliance with the policies of the Company as amended from time to time.

5. Expenses: All reasonable out of pocket expenses incurred by you on behalf of the Company will be reimbursed to you upon presentation of a detailed expense report and appropriate invoices as the Company may require.

6. Change of Control.

(a) For purposes of this Agreement, a "Change in Control" shall mean the occurrence of any one of the following:

(i). An acquisition of any voting securities of the Company by any person, firm or corporation, after which such person, firm or corporation, together with its "affiliates" and "associates", becomes the "beneficial owner", directly or indirectly, of more than one half (50.00%) of the total voting power of the Company's then outstanding voting securities;

(ii). The shareholders of the Company approve a merger, share exchange, consolidation or reorganization involving the Company and any other corporation or other entity that is not controlled by the Company, as a result of which less than one half(50.00%) of the total voting power of the outstanding voting securities of the Company or of the successor corporation or entity after such transaction are held in the aggregate by the holders of the Company's voting securities immediately prior to such transaction; and

(iii).The shareholders of the Company approve a liquidation or dissolution of the Company, or approve the sale or other disposition by the Company of all or substantially all of the Company's assets to any person, firm or corporation (other than a transfer to a Subsidiary of the Company);

(b) After the occurrence of a Change in Control, you shall be entitled within 30 days following the Change of Control, to terminate your employment with Company by giving written notice of such termination to Company. If you so

elect to terminate your employment you shall be entitled to receive all of the following:

(i). all accrued compensation through the termination date;

(ii). a severance payment equal to nine months salary payable in a lump sum within one month after the termination date; and

(iii) the Company shall maintain in full force and effect, for nine (9) months after the termination date, all benefit programs in which you were entitled to participate immediately prior to the termination date. If your participation in any such plan or program is barred you shall be entitled to receive a lump sum payment in lieu thereof.

(c) Upon a Change in Control, all options ("Options") to purchase Common Stock of the Company held by you as of the date of the Change in Control shall become fully vested and exercisable

7. **Confidentiality:** You agree to retain all confidential information (proprietary facts, data and other information relating to the mineral claims, business and affairs of the Company) in the strictest confidence and will not disclose such confidential information other than in the course of your employment with and for the benefit of the Company. You will not use such confidential information for your own personal benefit or permit it to be used for the benefit of any person other than the Company, either during the term of your employment or thereafter.
8. **Collection and Use of Personal Information:** You acknowledge that the Company will, and hereby consent to the Company collecting, using and disclosing personal information about you where reasonably necessary for security, employment or business purposes in accordance with applicable legislation and privacy policy of the Company that may be in effect from time.
9. **Enurement:** This Agreement enures to the benefit of and is binding upon you and the Company and our respective heirs, executors, administrators, successors and permitted assigns.
10. **Entire Agreement:** This Agreement contains the whole agreement between you and the Company with respect to its subject matter, and there are no representations, warranties, collateral terms or conditions, express or implied, other than as set forth in this Agreement. This Agreement supersedes any written or oral agreement or understanding between you and the Company. No change or modification of this Agreement will be valid unless it is in writing and initialed by both parties. You hereby waive any right to assert a claim in tort based on any pre-contractual representations, negligent or otherwise, made by the Company.

11. Governing Laws: This Agreement will be construed in accordance with and governed by the laws of British Columbia and the laws of Canada applicable in British Columbia.

Please acknowledge your acceptance of the terms and conditions of your employment with the Company by signing and returning the duplicate enclosed copy of this letter to the Company.

Yours truly,

Golden Harp Resources Inc.

“Ian Robertson”
Chairman, Compensation Committee

I acknowledge and accept the above terms and conditions of my employment.

“Judith Mazvihwa”
Judith Mazvihwa

Dated: October 1, 2007

Schedule A
Judith Mazvihwa

Duties and Responsibilities – Vice President and Chief Financial Officer