

CONSULTING AGREEMENT

This Agreement is made as of the 18th day of April 2022.

BETWEEN:

USHA RESOURCES LTD., of 1575 Kamloops Street, Vancouver, British Columbia V5K 3W1;

(the “**Company**”)

AND:

Tyler Muir of TMM Capital Advisory Inc of Suite [REDACTED] [REDACTED] [REDACTED]

(the “**Consultant**”)

WHEREAS:

- A. In order to achieve its corporate and business objectives, the Company desires to retain an experienced and knowledgeable individual who will be responsible for the provision of consulting services to the Company;
- B. The Consultant is experienced in and knowledgeable in the business of the Company, and the industry within which the Company operates;
- C. The Company would like access to the Consultant’s knowledge and technical expertise and professional skills; and
- D. The Company has agreed to retain the consulting services of the Consultant and the Consultant has agreed to provide consulting services to the Company on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree (the “**Agreement**”) as follows:

1. **Engagement**

- 1.1 The Consultant hereby agrees to make available to the Company, from time to time, the Consultant’s expertise, such services to be provided upon the terms and conditions contained in this Agreement.

2. **Duration of Service**

- 2.1 This Agreement will be for a term of six (6) months and become effective immediately and may be terminated by either party on one (1) month’s prior written notice to the other party. Notwithstanding the foregoing, either party shall have the option to terminate this Agreement if the other party shall be in material default of any obligation, representation or warranty hereunder, if any such default is not cured within fifteen (15) days after written notice thereof to the other party. The effective date of termination under this paragraph shall be referred to herein as the “Termination Date”.

3. **Remuneration**

- 3.1 The Company shall pay for the services to be provided by the Consultant on a monthly basis of \$3,500 per month exclusive of applicable sales taxes. The Consultant will submit invoices for his or her services during the term hereof and the Company shall pay all reasonable expenses incurred by the Consultant as a necessary part of carrying out his or her obligations, provided such expenses are agreed upon in advance by the Company. In addition, the Company will grant the Consultant 50,000 stock options upon such terms as may be determined by the directors of the Company. . The stock options will be in effect for two years and will vest in accordance with the policies of, and are subject to approval by, the TSX Venture Exchange.

4. **Duties of Consultant**

- 4.1 The Consultant shall:
 - (a) conform to all lawful instructions and direction from time to time given to it by the senior officers and the directors of the Company;

- (b) spend an amount of time and attention to the business and affairs of the Company or a related issuer of the Company as required and instructed by the individuals referred to in paragraph 4.1(a) above;
- (c) will and faithfully serve the Company and use its best efforts to promote the interests of the Company; and
- (d) provide the necessary services for investor relations.

5. **Confidentiality**

- 5.1 Unless permitted by resolution of the directors of the Company, the Consultant shall not, during the term of this Agreement or at any time thereafter, use for his own purposes or for any purposes other than those of the Company any intellectual property or knowledge or confidential information of any kind whatsoever he may acquire in relation to the Company's business or the business of its subsidiaries, and such shall be and remain property of the Company.

6. **General**

- 6.1 The headings and section references in this Agreement are for convenience or reference only and do not form part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.
- 6.2 Time is hereby expressly made of the essence of this Agreement with respect to the performance by the parties of their respective obligations under this Agreement.
- 6.3 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. This Agreement may not be assigned by either party hereto without prior express written consent of either party.
- 6.4 This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and may not be amended, waived or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought and this Agreement supersedes all prior agreements between the parties.
- 6.5 Each of the parties hereto hereby covenants and agrees to execute such further and other documents and instruments and do such further acts and other things as may be necessary to implement and carry out the intent of this Agreement.
- 6.6 All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by postage prepaid double registered mail addressed to the Company or the Consultant noted on the face page of this Agreement, or to such other address as may be given in writing by the Company or the Consultant and shall be deemed to have been received, if delivered, on the date of delivery, and if mailed, then on the fifth business day following the posting thereof.
- 6.7 This Agreement shall be governed by the laws of British Columbia and the federal law of Canada applicable therein, and the parties hereby attorn to the jurisdiction of the Courts of British Columbia.
- 6.8 This Agreement may be signed by fax and in counterpart.

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

USHA RESOURCES LTD.

Per: 

 Deepak Varshney



 Tyler Muir of TMM Capital Advisory