



161 Bay St, 27 FL Toronto, Ontario M5J 2S1
www.voltstrategic.ca

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated: March 29th, 2022

CLIENT

Usha Resources Ltd.
#400 – 1681 Chestnut Street, Vancouver BC
V6J 4M6
(the "Client")

CONTRACTOR

Volt Strategic Partners Ltd. ("Volt")
161 Bay St. 27th Floor, Toronto, Ontario
M5J 2S1
(the "Contractor")

BACKGROUND

- A. The Contractor affirms that it has successfully demonstrated financial and communications consulting expertise, and possesses valuable knowledge, and experience in the areas of business finance and corporate and investor communications. The Company believes that the Contractor's knowledge, expertise, and experience would benefit the Company, and the Company desires to retain the Contractor to perform consulting services for the Company under this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Contractor will provide the services stated in Schedule A (the "Services") in accordance with the terms and conditions of this Agreement.
2. The Services may be adjusted and amended by the parties from time to time by mutual consent.

TERM OF AGREEMENT

3. This agreement becomes effective upon execution and shall remain effective for a period of twelve (12) months. At three (3) months, either party may terminate this agreement with fifteen (15) days' notice to the other. If not terminated at three (3) months, this agreement shall continue for the

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remainder of the twelve (12) month term and shall automatically renew for a further twelve (12) months unless either party to the other delivers written notice of termination at least thirty (30) days written notice at any time during the term.

PERFORMANCE

4. The Parties agree to do everything necessary to ensure that the terms and conditions of this Agreement are fulfilled.

The Contractor shall provide the Services to the Client on a non-exclusive basis and shall be free to provide its services to third parties during the term of this agreement. The Client shall be free to engage third parties that provide similar services during the term of the agreement.

CURRENCY

5. All monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

COMPENSATION

6. The Client shall pay the Contractor compensation (the "Fees") for the Services in accordance with the fee schedule attached to this Agreement as Schedule B.
7. The Contractor will send invoices to the Client on the 1st of every month. In the case of general service contracts not signed on the 1st of the month, pro rata compensation will be due at the time of execution.
8. Unless otherwise instructed by the Contractor, the Client will pay the Fees and Reimbursable Expenses (as contemplated in section 11) by electronic payment, cheque, or credit card to the Contractor at an account of the Contractor's designation no later than 30 days after receipt of the applicable invoice.
9. In the event that this Agreement is terminated by the Contractor prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

REIMBURSEMENT OF EXPENSES

10. All Reimbursable Expenses must be pre-approved by the Client.

INTEREST ON LATE PAYMENTS

11. Where the Fees are not paid by the Client within thirty (30) days of the Client's receipt of an invoice from the Contractor, the Client shall also pay interest on the Fees for the period beginning with the due date until the date upon which payment in full is made. The rate of interest shall be 12% per annum, compounded monthly.
12. The Contractor may terminate this Agreement on providing written notice to the Client if the Client is late in the payment of any Fees or any part thereof or other compensation payable by the Client and such payment remains outstanding following thirty (30) days of the Client's receipt of such applicable invoice.

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CONFIDENTIALITY

13. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
14. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
15. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

16. All intellectual property and related material, by way of example any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, website, passwords, social media accounts and content, videos, pictures, investor lists, industrial design, and trade name (the "Intellectual Property") that may or is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
17. The Contractor will not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

18. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

19. The Contractor and its employees shall not be deemed to be at any time employees or servants of the Client. The parties agree that the Contractor shall be an independent contractor in the performance of the Services under this agreement and that no master and servant relationship is to be created between the Contractor or its personnel and the Client and further that no employee benefits available to employees of the Client shall accrue to the Contractor or its personnel. Accordingly, the Contractor shall pay and accept full and exclusive liability for the assessments or contributions required by but not limited to the Unemployment Insurance Act (Canada), Canada Pension Plan Act, Income Tax Act (Canada), and the Workers' Compensation Act (Ontario) and the Contractor, as an independent contractor, and its personnel shall not receive nor be entitled to receive from the Client vacation pay, overtime pay or severance pay in connection with the performance of the Services. To the fullest extent permitted by applicable legislation, but not to any extent inconsistent with such legislation, the Contractor hereby indemnifies and holds the Client, its affiliated companies, directors, officers, shareholders, employees and representatives harmless against any liability for any claims arising out of or in connection with the provision of the Services by Contractor pursuant to this Agreement in respect of workplace safety and

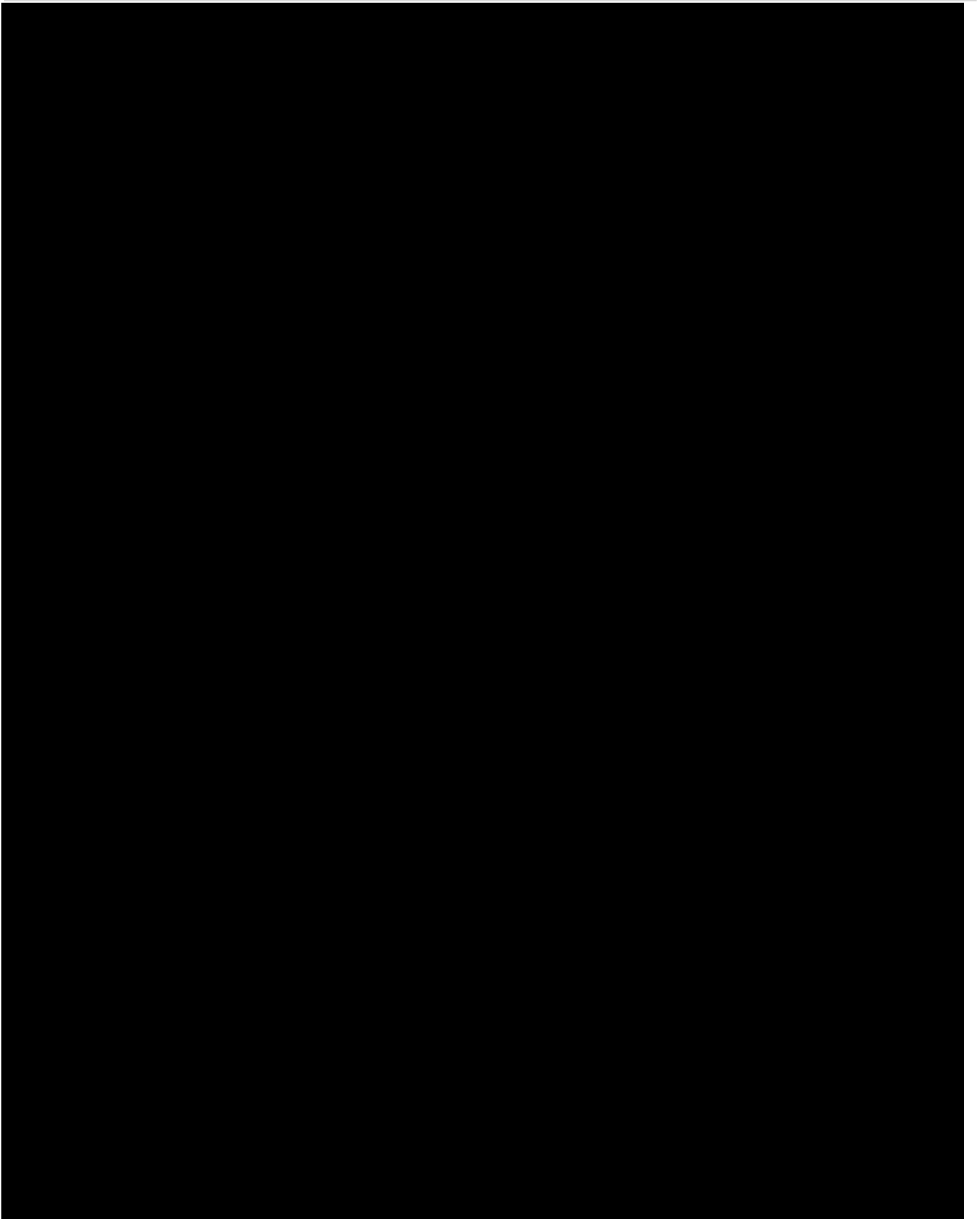
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insurance coverage, Canada Pension Plan, Employer's Health Tax, Employment Insurance, Federal or Provincial withholding taxes, wages, vacation pay, overtime pay, public (statutory) holidays, termination pay or severance pay. This indemnity shall continue in effect even after and notwithstanding this Agreement's expiration or termination, howsoever caused.

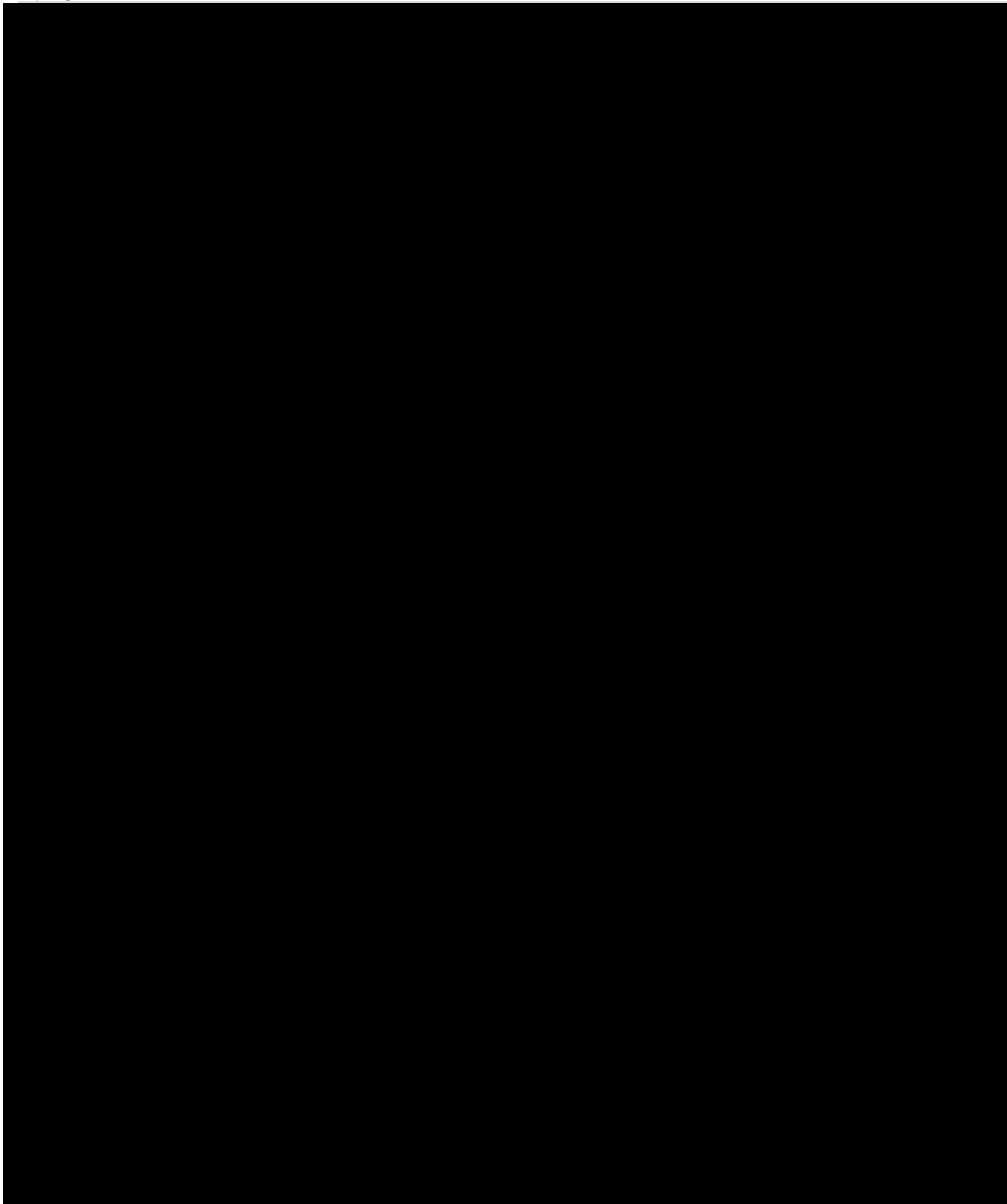
20. The Contractor shall have authority to exercise exclusive control, direction and management over the Services, to carry on the Services under its own supervision and at its own risk, and to provide the Services as outlined in this agreement. The Client shall be entitled only to direct the Contractor with respect to the elements of the Services to be performed by the Contractor and the results to be derived by the Client, to inform the Contractor as to where and when such Services shall be performed, and to review and assess the performance of such Services by the Contractor for the limited purposes of assuring that such Services have been performed in accordance with the requirements of this agreement and confirming that such results are satisfactory to the Client.
21. The Contractor is duly registered with every governmental authority to the extent such registration is required in order to provide the Services hereunder in compliance with applicable laws.
22. The Contractor covenants and agrees to comply with all applicable laws in performing its obligations under this Agreement, including without limitation, all Canadian and United States of America securities laws and all policies of CNSX Markets Inc., TMX Group Limited, OTC Markets Group Inc., Intercontinental Exchange, Inc. and Nasdaq, Inc.

SUSPENSION OF SERVICES

23. The Contractor shall have the right to suspend the Services if:
 - a) the Client fails to pay any invoice within sixty (60) days of receipt; or
 - b) the Client fails to perform its obligations under this Agreement and fails to remedy same within 10 days of written notice from the Contractor to do so.



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COUNTERPARTS

42. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which will constitute one and the same agreement.
43. This Agreement may be executed by facsimile signatures and each signature will be deemed binding for all purposes of this agreement, without delivery of an original signature being required.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this month, day and year 03 / 30 / 2022

Volt Strategic Partners Ltd.

By: Colby Mintram

Colby Mintram, President

Date: 03 / 30 / 2022

Usha Resources Ltd.

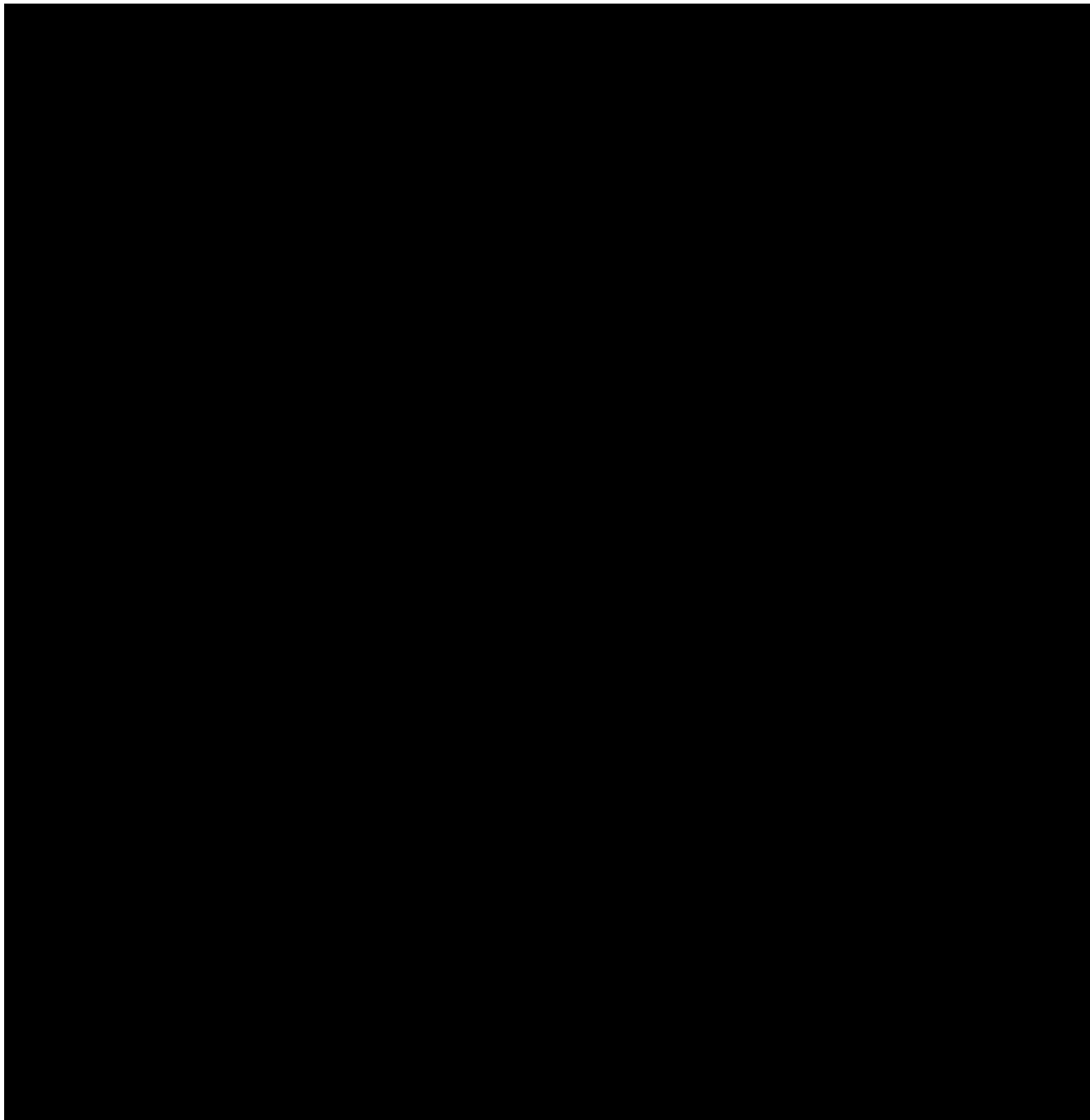
By: [Signature]

Deepak Varshney, CEO & Director

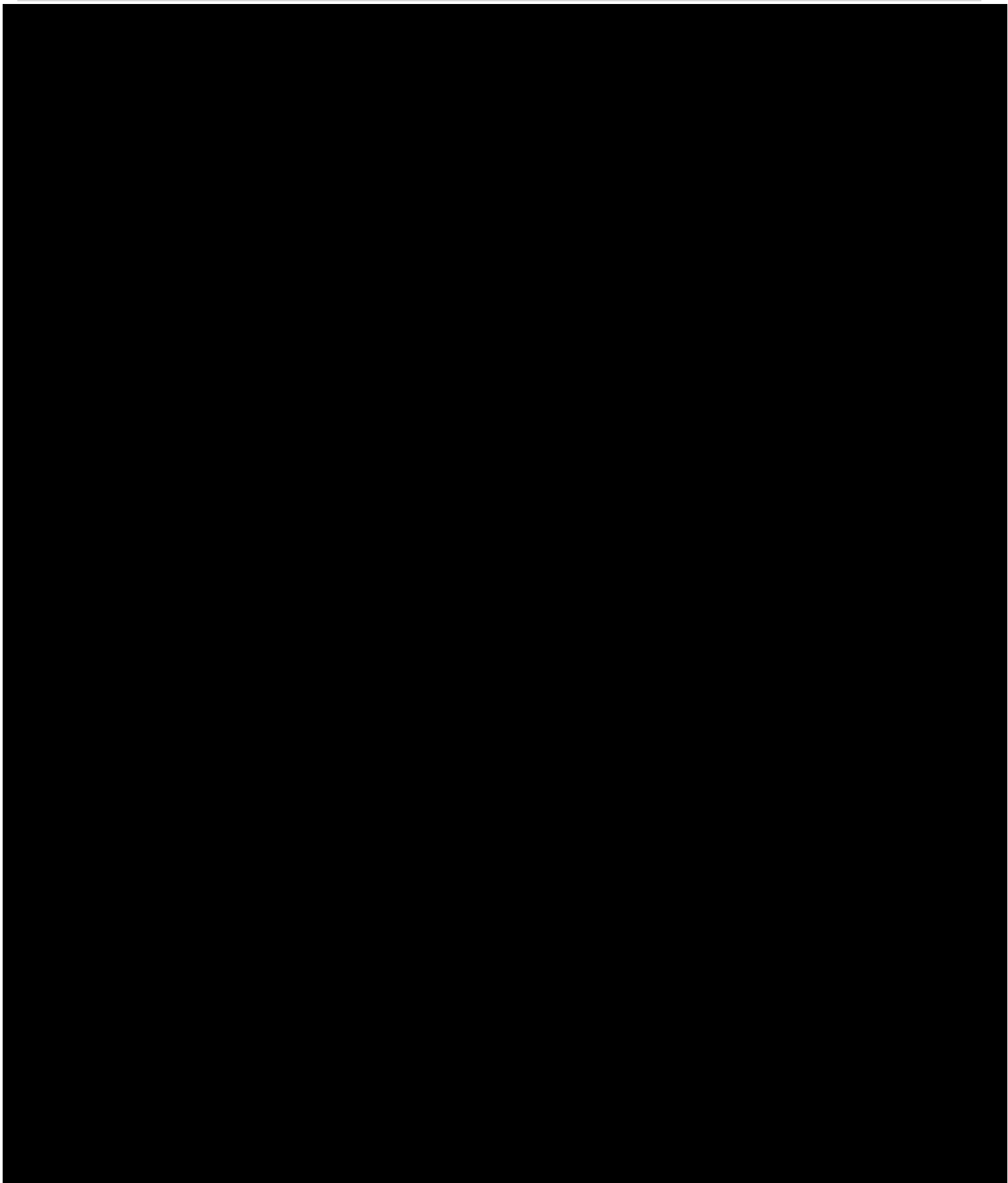
Date: 03 / 30 / 2022

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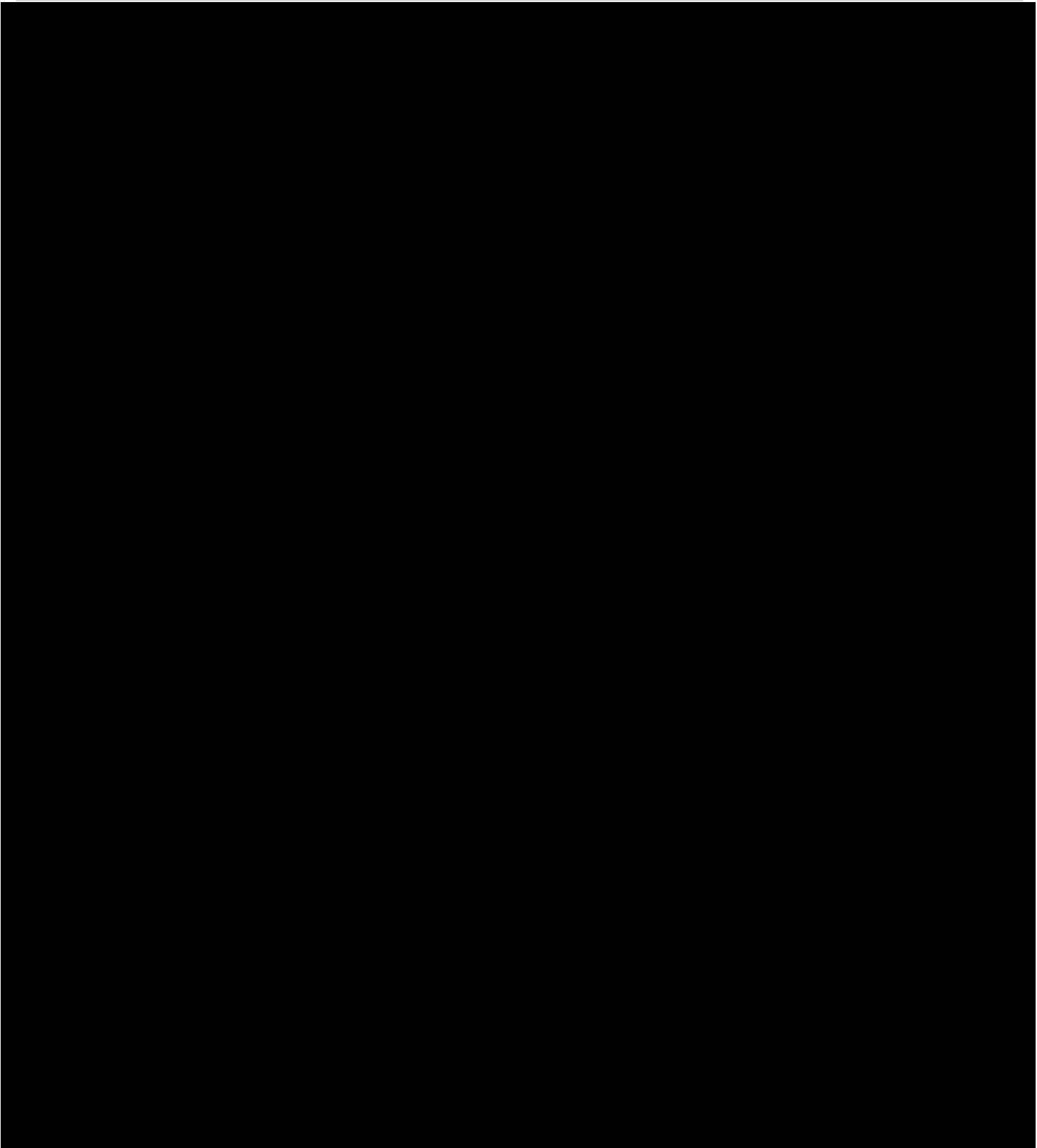
Schedule "A"



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Schedule "B"

Fees

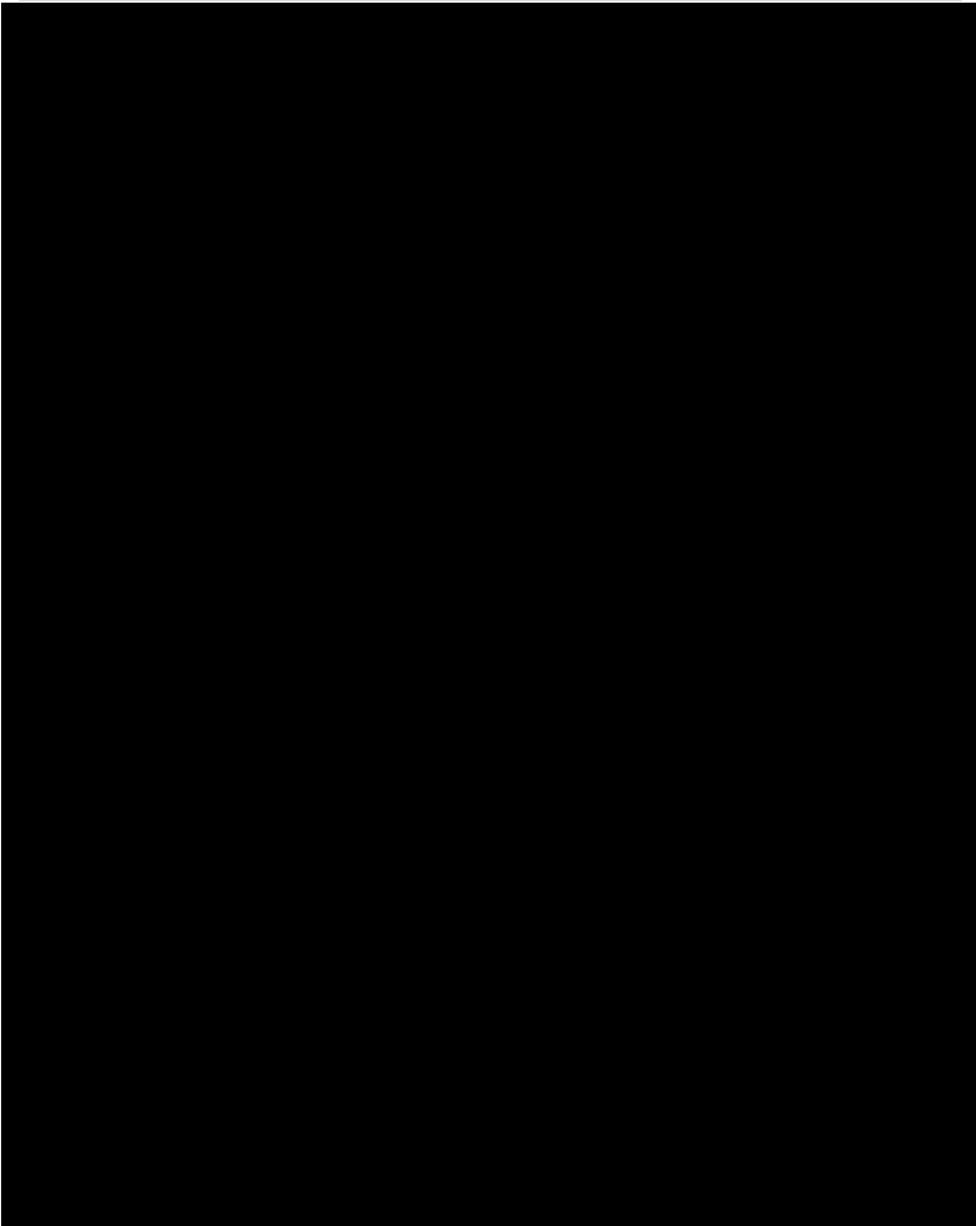
The Client will pay the Contractor as follows:

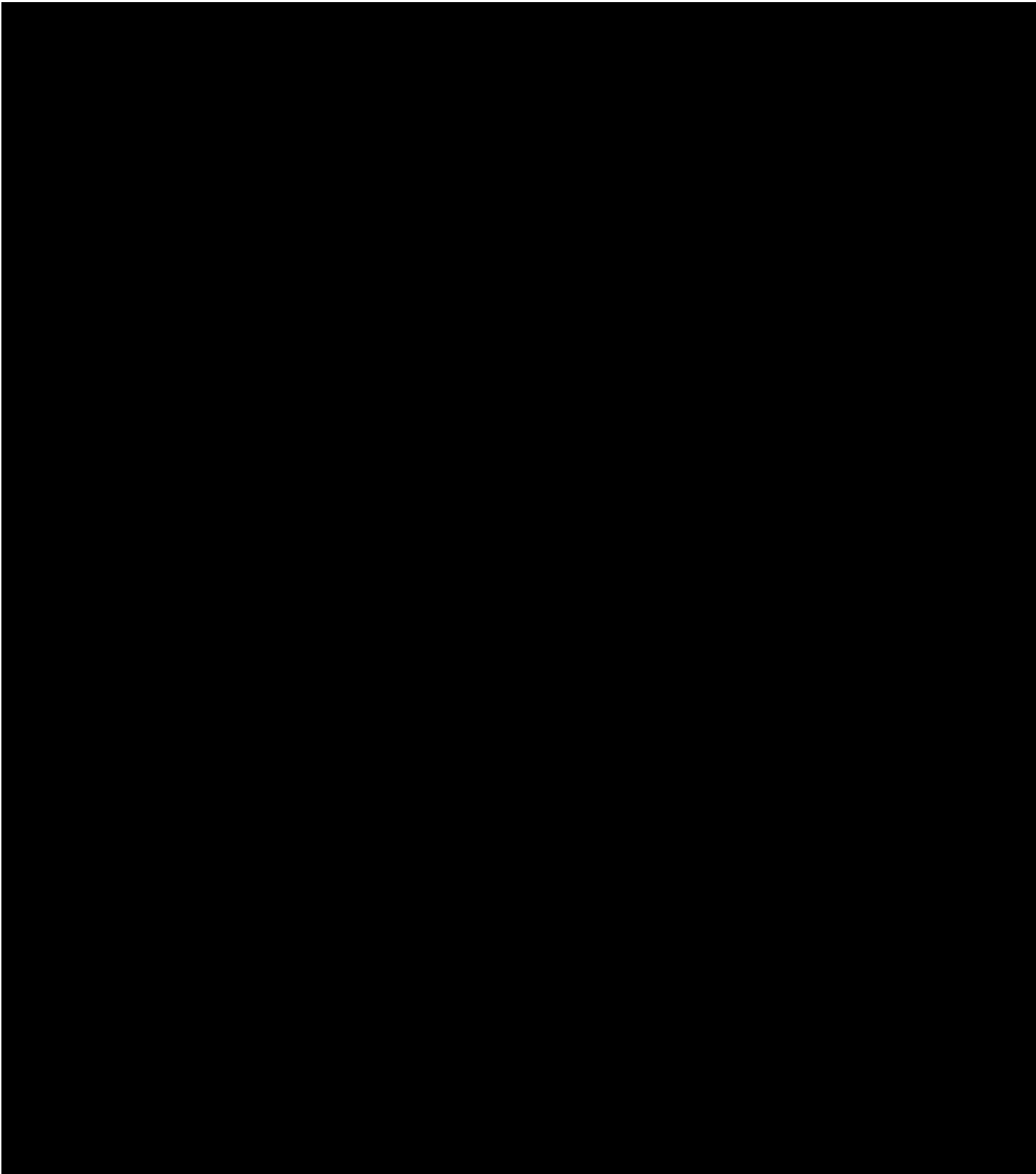
- a) Cash compensation of \$7,800 monthly during the 12 months of this agreement.
- b) The client will issue 250,000 options at an exercise price \$0.01 above the closing price of USHA: TSXV on the day that the options are issued, compliant with standard vesting as per the TSX regulations. The options will have a two-year term.

Payments of the Fees and compensation noted above will be due within thirty (30) days of the Client's receipt of an invoice from the Contractor. The Client shall be responsible for all applicable taxes arising from the Services in addition to the Fees noted above.

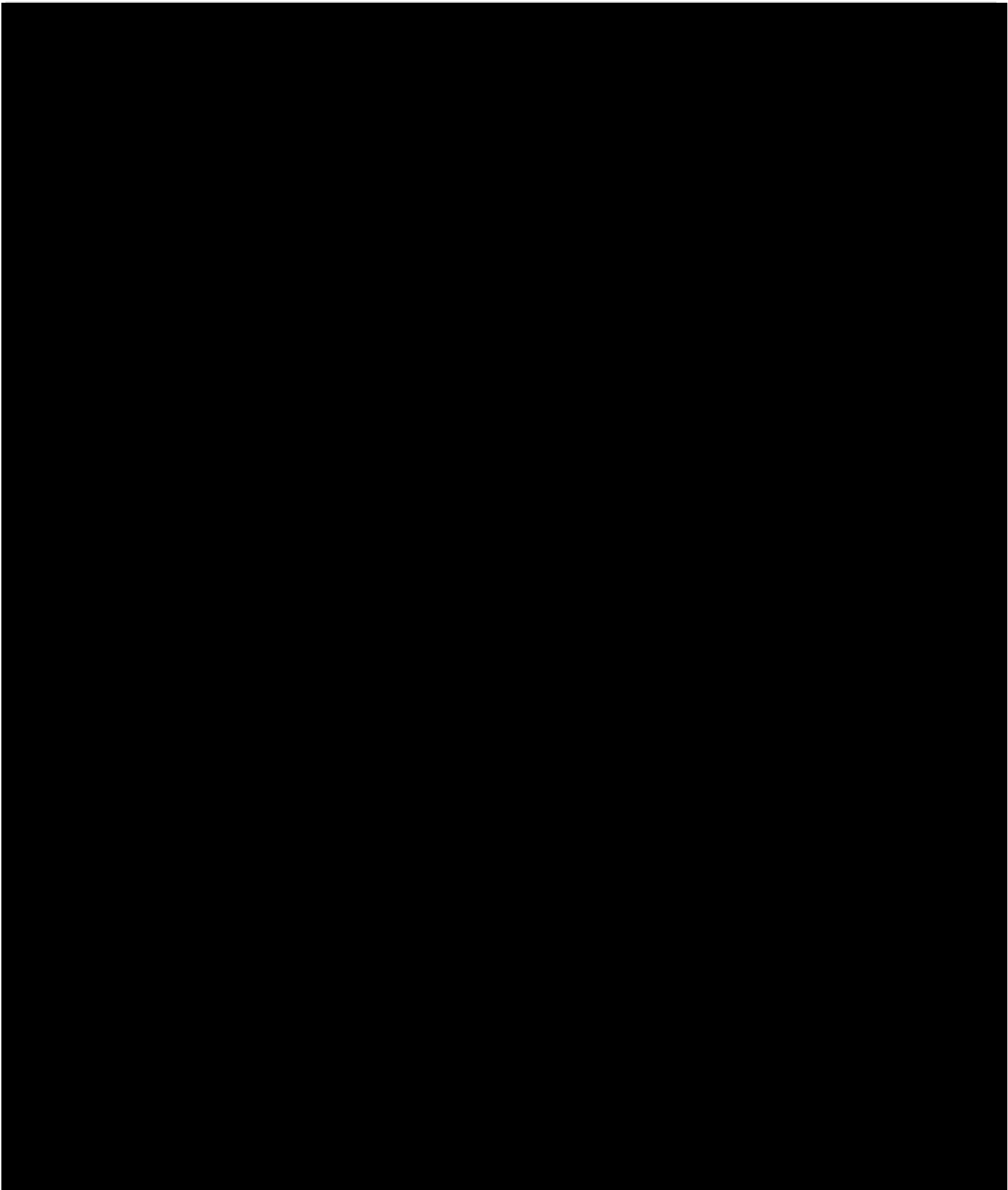
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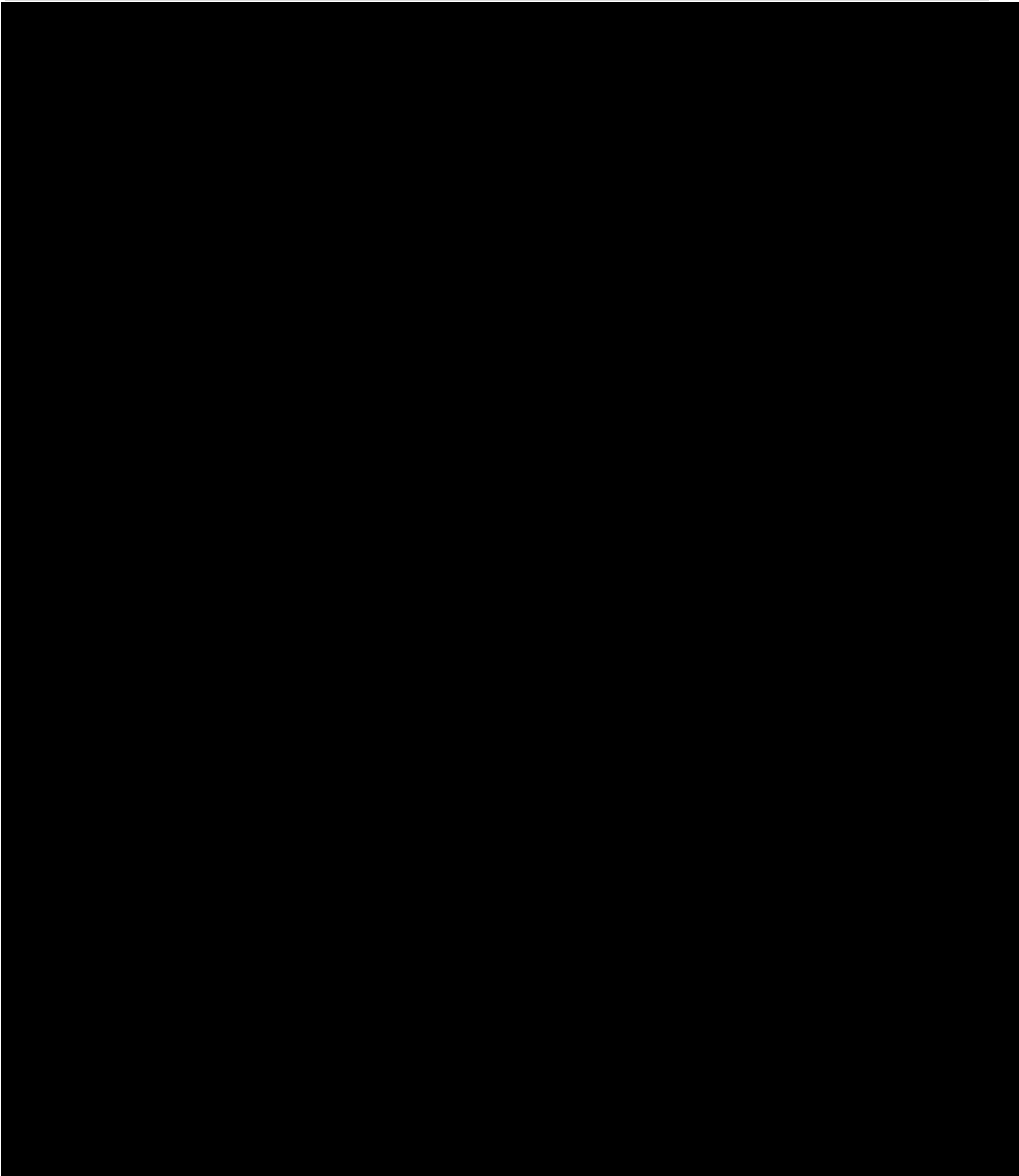




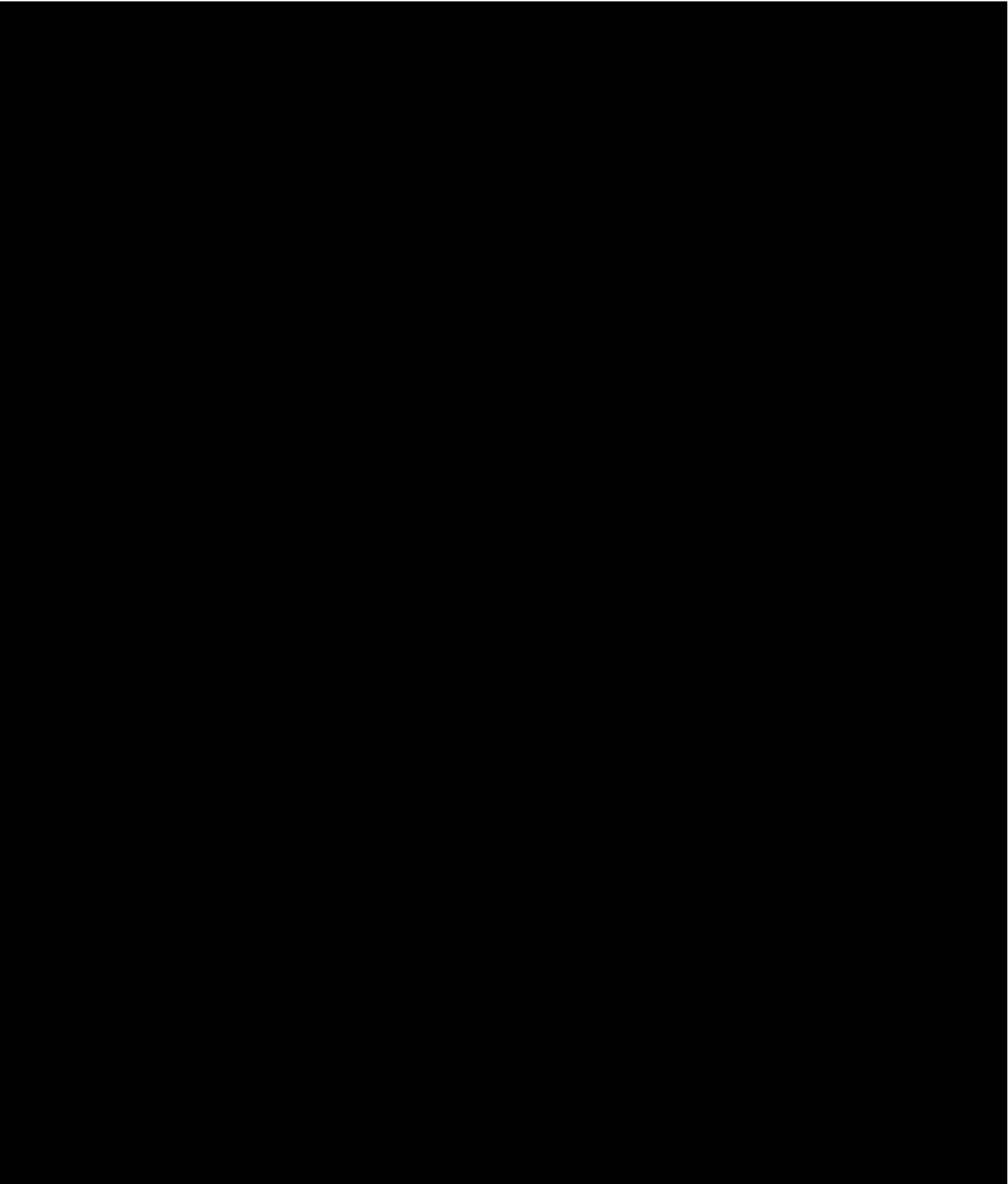
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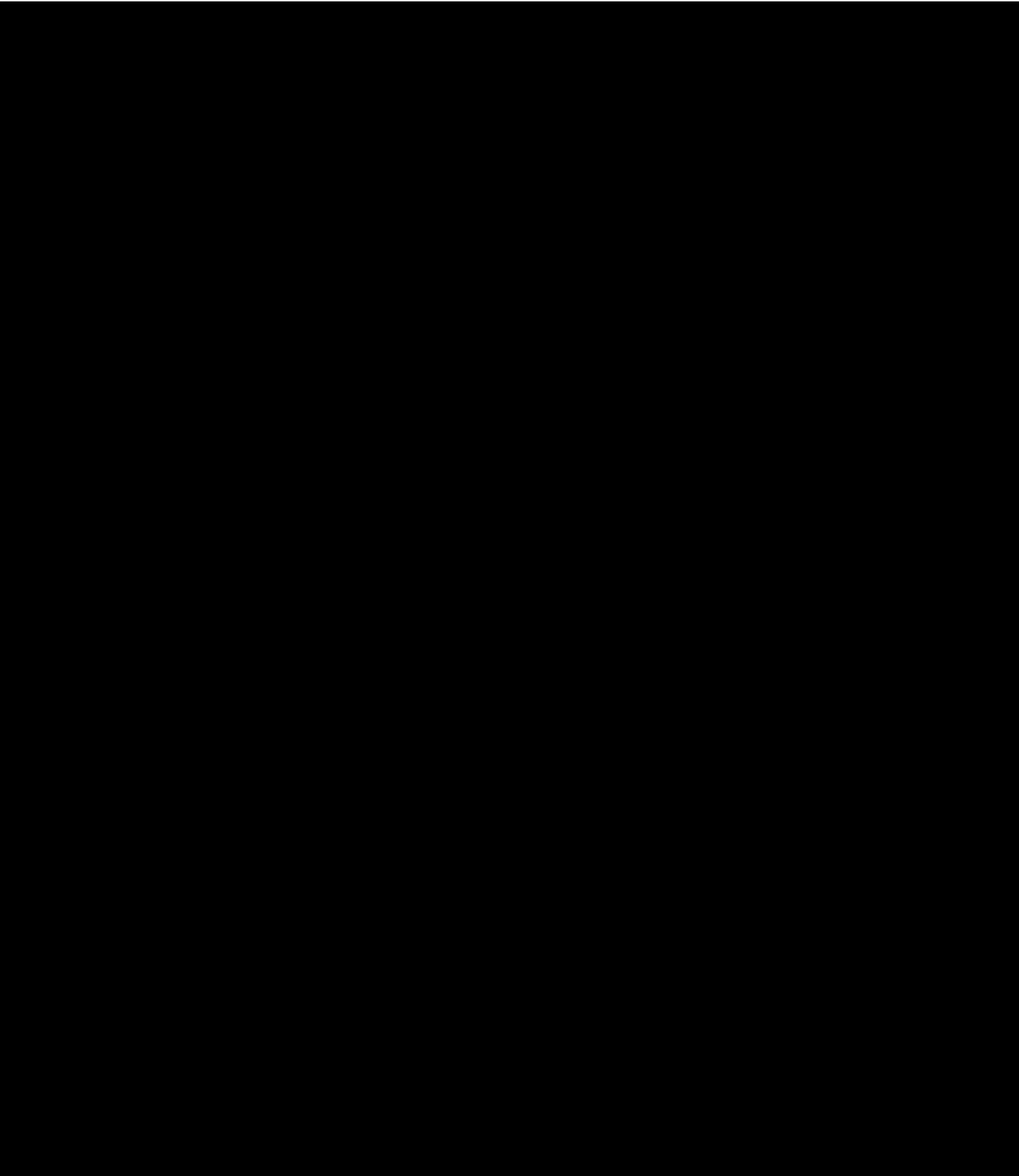
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If you have any questions about this Policy, please contact the Board of **Volt Strategic Partners**. via email at info@voltstrategic.ca

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the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1998 (Department of Health 1999). The number of people employed in the health sector has increased by 1.2 million, from 2.2 million in 1980 to 3.4 million in 1998.

There is a growing emphasis on the need to improve the efficiency of the health sector, and to ensure that the health sector is able to meet the needs of the population in a cost-effective manner. This has led to a number of initiatives, including the introduction of the Health Service Act 1990, the Health Service Act 1997, and the Health Service Act 1999.

The Health Service Act 1990 introduced a number of changes to the way in which the health sector is organised and financed. It introduced the concept of the Health Service Commission, which is responsible for the overall management of the health service. It also introduced the concept of the Health Service Trust, which is responsible for the day-to-day management of the health service.

The Health Service Act 1997 introduced a number of changes to the way in which the health sector is financed. It introduced the concept of the Health Service Budget, which is the total amount of money that is available to the health sector. It also introduced the concept of the Health Service Fund, which is a fund of money that is used to finance the health service.

The Health Service Act 1999 introduced a number of changes to the way in which the health sector is regulated. It introduced the concept of the Health Service Regulator, which is responsible for the regulation of the health service. It also introduced the concept of the Health Service Inspector, which is responsible for the inspection of the health service.

The Health Service Act 1999 also introduced a number of changes to the way in which the health sector is managed. It introduced the concept of the Health Service Board, which is responsible for the overall management of the health service. It also introduced the concept of the Health Service Committee, which is responsible for the day-to-day management of the health service.

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