MANAGEMENT CONSULTING AGREEMENT

THIS AGREEMENT dated for reference the 1st day of December, 2019 (the "**Effective Date**")

BETWEEN:

FOSTERVILLE SOUTH EXPLORATION LTD., a company incorporated under the laws of British Columbia having its registered office at Suite 704 595 Howe Street, Vancouver, British Columbia V6C 2T5

(the "**Company**")

OF THE FIRST PART

AND:

BRYAN SLUSARCHUK, an individual with an office address at 488 – 1090 West Georgia Street, Vancouver, British Columbia V6E 3V7

(the "**Consultant**")

OF THE SECOND PART

WHEREAS the Company carries on the business of mineral exploration and development (the "Business");

AND WHEREAS the Company has agreed to retain the Consultant in the Business and the Consultant has agreed to accept such arrangement, subject to the terms, conditions and covenants herein provided;

AND WHEREAS the Company and the Consultant are desirous of having certain rights and benefits in the event that the Consultant's relationship with the Company is terminated in the manner set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the promises, covenants, agreements and payments herein contained, the parties hereto agree as follows:

ENGAGEMENT

1. **Term**. The Company hereby engages the Consultant to provide the Services (as defined in section 2 of this Agreement) and the Consultant agrees to provided the Services to the Corporation, on the terms and conditions set forth herein, until terminated in accordance with the terms of this Agreement.

2. **Services**. The Consultant will act as Chief Executive Officer and President of the Company. The Consultant will carry out general management duties as it deems necessary, such as to (the "Services"):

(a) establish a strategic direction and develop the Business plan of the Company;

(b) perform all activities and services as the Company's Chief Executive Officer and President, which shall include duties and responsibilities as the Company's Board may from time-to-time reasonably prescribe consistent with the duties and responsibilities of the Chief Executive Officer and President of the Company.

3. **Independent Contractor**. The Consultant will at all times be an independent contractor and the Consultant will not be deemed to be an employee of the Company. The Consultant will be responsible for all taxes or deductions as required to be remitted in the Consultant's country of domicile.

CONSULTING FEE

4. **Consulting Fee**. In consideration of the Services, the Company shall pay to the Consultant, and the Consultant shall be entitled to receive, a fee of CDN $10,000 per month (the **"Consulting Fee"**). The Consultant will solely be responsible for all applicable taxes and the Company will not apply any deductions. The Consulting Fee will be payable on the fifteenth day of each month during the term of the Agreement.

5. **Benefits**. During the term of this Agreement, the Consultant shall be eligible to participate in any and all health, social, insurance, and pension benefit plans and programs that exist or may be offered from time to time by the Company to senior employees and Consultants at the level of the Consultant in accordance with the terms and conditions of the particular plans and program.

6. **Stock Options**. The Consultant may be granted, subject to the approval of the Company's board of directors, stock options to purchase shares of the Company's common shares in such amounts and at such times as the board of directors of the Company, in their absolute discretion, may from time to time determine (the "**Company Options**").

7. **Expenses**. The Company shall reimburse the Consultant for all reasonable business and travel related expenses incurred by the Consultant in the course of performing his duties hereunder, provided that such expenses are supported by statements, receipts or vouchers supplied to the Company. The Company will also pay all of the Consultant's home office expenses including, but not limited to, mobile phone, internet, computer, tablet and other electronic devices used by the Consultant to perform the Services.

8. **Termination by the Company**. The Company may terminate the Consultant's engagement hereunder as follows:

(a) at any time for just cause without providing written notice in advance or payment in lieu thereof; and

(b) at any time upon giving ninety (90) days' notice in writing to the Consultant.

9. **Termination by Consultant**. The Consultant may terminate his engagement hereunder at any time upon giving ninety (90) days' notice in writing to the Company.

10. **Triggering Event Definition**. Each of the following is a "**Triggering Event**":

(a) a take-over bid (as defined in the *Securities Act* (British Columbia)) which is successful in acquiring a majority of the issued and outstanding common shares of the Company;

(b) a change of control of the Board, defined as the election by the shareholders of the Company of less than a majority of the persons nominated for election by management of the Company;

(c) a sale or other disposition of all or substantially all the assets of the Company;

(d) a sale, exchange or other disposition of a majority of the outstanding shares of the Company in a single or series of related transactions;

(e) a termination of the Company's business or the liquidation of its assets; or

(f) a merger, amalgamation or plan of arrangement or other corporate restructuring of the Company in a transaction or series of transactions in which the Company's shareholders as a group receive less than a majority of the outstanding shares of the new or continuing corporation.

11. **Termination by the Consultant on Triggering Event.** At any time within 30 days of a Triggering Event, the Consultant may give 30 days notice in writing to the Company that this Agreement has been terminated due to a Triggering Event, in which case the Company will pay to the Consultant, on the 30th day after receipt of such notice (the "**Severance Payment Date**"), the Severance Payment.

12. **Severance Payment**. In the event that the Consultant's engagement is terminated pursuant to Section 11 of this Agreement, the Company shall:

(a) pay the Consultant a severance payment equal to twenty-four months of the Consulting Fees.

(b) pay any Consulting Fees accrued as of the date of termination; and

(c) immediately vest and release to the Consultant as of the Severance Payment Date all unvested stock options and/or other equity based compensation.

13. **Obligations upon Termination**. Upon the termination or expiry of this Agreement for any reason whatsoever,

(a) the Company will pay, within seven (7) days of the date of termination or expiry, all amounts accrued and owing to the Consultant hereunder;

(b) if, pursuant to this Agreement, the Company is required to pay the Severance Payment, the Consultant and Company will execute a full mutual release (in a form reasonably prepared by the Consultant and the Company) of all claims against the

Company and the Consultant in respect of this Agreement, the engagement of the Consultant and his termination;

(c) the Consultant agrees that the severance and notice provisions in this Agreement represent the strict limit of the notice, remuneration or severance for which the Company will be obligated upon termination of the Consultant' engagement, and that the Company will not be obligated to provide any further severance, payment or notice period, whether common law or otherwise, and

(d) all obligations and rights that, by their nature, are intended to survive the termination or expiration of this Agreement will survive the actual or purported termination or expiration, for any reason, of the Agreement.

PROPRIETARY INFORMATION

14. **Confidentiality**. The Consultant will not at any time, whether during or after the termination of this Agreement for any reason, reveal to any person or entity any of the trade secrets or confidential information concerning the organization, business or finances of the Company or of any third party which the Company is under an obligation to keep confidential, except as may be required in the ordinary course of performing the Services to the Company, and the Consultant shall keep secret such trade secrets and confidential information and shall not use or attempt to use any such secrets or information in any manner which is designed to injure or cause loss to the Company. Trade secrets or confidential information shall include, but not be limited to, the Company's financial statements and projections, expansion proposals, property acquisition opportunities and business relationships with banks, lenders and other parties not otherwise publicly available. Confidential information does not include information which: (i) was or becomes generally available to the public other than as a result of disclosure by the Consultant; (ii) was or becomes available to the Consultant on a non-confidential basis from a source other than the Company, provided that such source is not, to the Consultant's knowledge (and being aware of no reasonable basis for determining otherwise), bound by a confidentiality agreement with the Company or otherwise prohibited from transmitting the information to the Consultant by a contractual, legal or fiduciary obligation; or (iii) was within the Consultant's knowledge or possession prior to its being furnished to the Consultant by or on behalf of the Company, provided that the source of such information was not bound by a confidentiality agreement with the Company or otherwise prohibited from transmitting the information to the Consultant by a contractual, legal or fiduciary obligation; or (iv) which is required to be disclosed by the Consultant by any governmental authority or by law, legal process or in legal proceedings.

15. **Relief**. The Consultant hereby expressly acknowledge that any breach or threatened breach by the Consultant of any of the terms set forth in Section 14 of this Agreement may result in significant and continuing injury to the Company, the monetary value of which would be impossible to establish, and any such breach or threatened breach will provide the Company with any and all rights and remedies to which it may be entitled under the law, including, but not limited to, injunctive relief or other equitable remedies.

INDEMNITY AND INSURANCE

16. **Indemnity and Insurance**. Subject to the provisions of the *Business Corporations Act* (British Columbia) and the Company's Articles, the Company will defend, indemnify and save harmless the Consultant from and against all actions, proceedings, demands, claims, liabilities, losses, damages, judgments, costs and expenses, including, without limiting the generality of the foregoing, legal fees and disbursements on a solicitor and own client basis (together with all applicable taxes) which the Consultant may be liable to pay or may incur by reason of acting honestly and in good faith in performance of the Consultant as an employee of the Company under this Agreement. The Company shall secure and maintain Side "A" directors' and officers' liability insurance (including ransom and kidnapping insurance) for the benefit of the Consultant in an amount not less than $5,000,000.

GENERAL

17. **Notice**. Any notice, demand or other communication (in this Section, a "**notice**") required or permitted to be given or made pursuant to the terms and conditions of this Agreement shall be in writing and shall be sufficiently given or made if:

(a) delivered in person during normal business hours on a business day and left with a receptionist or other responsible employee of the addressee at the applicable address set forth above; or

(b) sent by facsimile transmission or scanned e-mail, charges prepaid and confirmed by prepaid first class mail

in each case addressed to the relevant party as set forth on the first page of this Agreement. Each notice sent in accordance with this Section shall be deemed to have been received on the day of delivery, if delivered as aforesaid and, if sent by facsimile transmission or scanned e-mail, on the date of sending if sent during normal business hours of the addressee on a business day and, if not, on the first business day thereafter. Any party may change its address for notice by giving notice to the other party in accordance with this Section.

18. **Assignment**. Consultant acknowledges that the services to be provided by him to the Company under the terms of this Agreement are unique and personal, and accordingly the Consultant may not assign any of his rights or delegate any of his duties or obligations under this Agreement without the prior written consent of the Company.

19. **Successors and Assigns**. This Agreement enures to the benefit of and is binding upon the parties hereto and their respective heirs, personal representatives and successors and assigns.

20. **Waiver**. The waiver by the Consultant or by the Company of the breach of any provision of this Agreement will not operate or be construed as the waiver of any subsequent breach by the Consultant or by the Company.

21. **Severability**. Each provision of this Agreement constitutes a separate covenant. If any provision of this Agreement is held by a Court to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability or validity of the remaining

provisions of this Agreement and this Agreement will be interpreted as if such unenforceable or invalid provisions were not contained herein.

22. **Entire Agreement**. This Agreement contains the entire agreement between the Consultant and the Company with respect to the subject matter hereof, supersedes any prior agreements, representations or discussions and may only be amended in writing signed by the parties.

23. **Governing Law and Interpretation**. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties irrevocably attorn to the jurisdiction of the Courts of British Columbia.

24. **Independent Legal Advice**. The Consultant understands that by executing this Agreement he accepts and agrees to be bound by its terms and conditions. The Consultant acknowledges that he is signing the Agreement freely and voluntarily having had an opportunity to review, understand and seek legal advice as to the meaning of the provisions contained within. The Company will pay the Consultant's costs to obtain legal and tax/accounting advice prior to entering into this Agreement.

25. **Time**. Time is of the essence of this Agreement.

26. **Execution in Counterparts**. This Agreement may be signed in counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

FOSTERVILLE SOUTH EXPLORATION LTD.

Per:

"Charles C. Hethey"

Authorized Signatory

"Bryan Slusarchuk"

BRYAN SLUSARCHUK