

CONSULTING AGREEMENT

THIS AGREEMENT is made on the 1st day of June, 2021, with effect from the commencement of the provision of the Services on the Start Date set out in Schedule A.

BETWEEN:

COPPERCORP RESOURCES INC., a corporation incorporated under the laws of the Province of British Columbia with an address of 550 – 800 West Pender Street, Vancouver, BC V6C 2V6.

(the “**Company**”)

AND: GEORGINA RESOURCES PTY LTD. ACN 156 424 323, a corporation formed under the laws of the Commonwealth of Australia, with an address of 8 Reef Water Circuit, Bogangar, NSW 2488.

(“**Georgina**”)

AND:

ORETEK PTY LTD, ACN 625 597 346, having a business office located at 604 Batman Highway, Hillwood 7252, Tasmania, Australia.

(the “**Consultant**”)

The Services, as defined in Schedule “A”, shall be performed on behalf of the Consultant by Sean Westbrook, VP Exploration, to the Company through its wholly owned subsidiary, Georgina.

WHEREAS

(A) The Consultant is engaged in the business of providing specialist expertise, technical services, and project management services in the mineral exploration and geoscience fields throughout Australia and internationally.

(B) The Company is engaged in the business of mineral exploration and resource project development throughout Australia.

(C) The Consultant is able to provide specialist skills, experience, administration and management services, field services, field equipment, and office and storage facilities that the Company wishes to engage from time to time.

(D) The Consultant confirms that it is suitably equipped and qualified to undertake the Services and warrants that the Services will be carried out in a professional manner and to allocate such time, effort, resource, skill and attention as the Services justify and require.

IT IS HEREBY AGREED AS FOLLOWS:

1. SCHEDULE A

Schedule A sets out information as follows:

1.1 The date of commencement of the Services and anticipated period of duration for provision of the Services.

- 1.2 The description of the Services to be provided by the Consultant including any key outcomes and deliverables specified by the Company.
- 1.3 The agreed Fees and Charges to be paid by the Company through Georgina to the Consultant in consideration of the Services and the payment terms.

2. PROVISION OF SERVICES

- 2.1 The Services to be provided by the Consultant to the Company under this Agreement are detailed in Schedule A.
- 2.2 The Consultant hereby agrees to undertake supply of the Services, on the terms and conditions set out in Schedule A, and undertakes to comply with any reasonable requirements relating to the performance of the Services which shall be communicated to the Consultant by the Company. The Company may direct the Services to be provided to Georgina, and this Agreement will apply to the provision of those Services (including that the Company will remain liable for all fees and other changes unless agreed by the Consultant, the Company and Georgina to be charged to Georgina), and no additional fees or charges will apply because the recipient of the Services is Georgina. A reference to the Company as recipient of or in respect of the Services or the obligations of the Consultant (including obligations of confidentiality) will, where and as applicable, include Georgina.
- 2.3 The Consultant shall not be liable to the Company for any delay in providing the Services which is caused by an event or circumstance which is not within the reasonable control of the Consultant.
- 2.4 The Consultant will not be subject to the direct supervision, direction or control on the manner in which he or she renders the agreed Services, and will maintain a high level of discretion, flexibility and professional judgment as to how the work is performed and results achieved. Checking of the Consultant's work by the Company or co-ordination with other onsite consultants and project activities will not constitute control over the Consultant.
- 2.5 Where the Consultant is unable to perform the whole or any part of the Services for whatever reason the Consultant may offer a substitute of equivalent expertise to work in the Consultant's place. The Company has the right on reasonable grounds to refuse to accept the proposed substitute and the right to review the Agreement and if appropriate, terminate the Agreement. In the event of a substitution, the rights, obligations and covenants of the Consultant remain as detailed in this Agreement and the Services remain as detailed in Schedule A.
- 2.6 The Consultant will carry out the Services at various locations as agreed between the Company and the Consultant which may include, but not limited to, the Company's mineral exploration project sites in Australia and overseas, the Company's business premises and the Consultant's business premises.
- 2.7 The Consultant will be responsible for providing equipment, software, technical expertise and administrative services necessary for the ordinary provision of the Services.
- 2.8 The Consultant will exercise sound commercial and professional judgment and may at any time and without giving the Company prior notice make changes to the Services which are, having due regard to clause 3.2, judged to be necessary in the sole opinion of the Consultant in order to comply with any statutory, safety or other mandatory requirements of applicable standards, laws and regulations.

3. CONSULTANT'S OBLIGATIONS

- 3.1** The Consultant warrants that it will exercise the degree of skill, care and diligence normally exercised by its peers in the mining consulting industry in accordance with good industry practice at the time the Services are performed. To the extent permitted by law, no other warranty or representation in relation to the quality of the Services, whether express or implied, is included in this Agreement.
- 3.2** In providing the Services the Consultant must:
- 3.2.1 if the Consultant undertakes work on the Company's project sites or business premises, comply with the Company's and any project-specific work health and safety requirements;
 - 3.2.2 comply with any reasonable directions given by or on behalf of the Company or the Company's representatives from time to time;
 - 3.2.3 comply with all policies, procedures and directives of the Company so far as they are made known to the Consultant. The Consultant acknowledges that the Company may from time to time adopt and/or amend or replace corporate governance and other policies, procedures and directives (which may include charters or other documents). Without limiting the manner in which they may be made known to the Consultant, the Consultant will be taken to have been made aware of and will familiarise itself with policies, procedures and directives of the Company published on its website and/or notified to the Consultant from time to time;
 - 3.2.4 undertake at all times to comply with the provisions of all Laws, Acts, Regulations and standards that are applicable to the Company's business or industry and any amendments thereof;
 - 3.2.5 take all reasonable practical measures to ensure the Consultant's own safety and the safety of the Consultant's employees and subConsultants (if any);
 - 3.2.6 provide and use appropriate safety equipment and clothing (including personal protective equipment) and require employees and subConsultants of the Consultant to use that equipment; and
 - 3.2.7 hold in strict confidence all confidential information (further described in clause 5.2) in respect of the Company and restrict access to such information:
 - (a) to employees of the Consultant who need to know, provided such employee is subject to obligations of confidentiality at least equivalent to those in effect under this Agreement (which obligations the Consultant hereby agrees to enforce at its own costs on behalf of and for the benefit of the Company);
 - (b) to a person to whom disclosure is required by law, provided prior written notice is given to the Company of the disclosure or, if such prior written notice is not possible, immediately following disclosure;
 - (c) with the prior written consent of the Company; or
 - (d) to the Company's agents, employees or advisors in the proper performance of the Services pursuant to the terms of this Agreement.
- 3.3** The Consultant shall not use any confidential information of the Company except where such use is:
- 3.3.1 for the benefit solely of the Company; and

3.3.2 consistent with the performance of the Services under this Agreement.

This clause 3.3 shall survive the termination of this Agreement.

4. COMPANY'S OBLIGATIONS

4.1. If the Consultant's employees or subConsultants are required to enter onto a site controlled by the Company in the provision of the Services then:

4.1.1 the Company warrants that such site shall be maintained in a safe condition consistent with any applicable laws or industry practice (except to the extent caused or contributed to by the Consultant or its employees or subConsultants);

4.1.2 the Company must notify the Consultant of any incident, event or occurrence on any site which may endanger the Contactor's employees, subConsultants or property; and

4.1.3 the Consultant shall in its absolute discretion be entitled to suspend delivery of the Services and to remove its employees, subConsultants, or property from any site if it reasonably believes that the site is unsafe.

4.2. The Company shall indemnify the Consultant for all costs and expenses (including demobilisation costs) that the Consultant may incur or for any loss or damage suffered by the Consultant or its employees or subConsultants (including property damage and injury or death) arising from or as a result of any site controlled by the Company being unsafe, except where caused or contributed to by the Consultant or its employees or subConsultants.

5. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

5.1 Subject to clauses 5.2 and 5.3, each party agrees to keep confidential the terms and conditions of this Agreement and any information or report supplied to the other party under this Agreement. A party may only disclose the confidential information or report of the other party to another person if:

5.1.1 the disclosing party obtains the other party's written consent; and

5.1.2 the person or entity receiving the confidential information agrees in writing to be bound by this clause 5.

5.2 Confidential information means information not in the public domain in respect of the Company and/or a subsidiary or related body corporate of the Company or of the Consultant, which is disclosed to the other party or of which the other party becomes aware during the course of or in connection with the provision of the Services or otherwise at any time prior to the expiry of this Agreement (including by the creation of that information), and includes the terms and conditions of this Agreement and any information or report supplied to the other party under this Agreement but does not include information which:

5.2.1 was at or after the time of disclosure part of the public domain through no act or omission of either party;

5.2.2 becomes available to either party from a third party who did not acquire such confidential information under an obligation of confidentiality either directly or indirectly from either party;
or

5.2.3 was known to either party at the time of disclosure.

Reports or information (which may include without limitation data, results or analysis) provided by the Consultant to the Company as the product or as a component or consequence of the Services (or as evidence of or which evidence the performance of the Services) are agreed to be confidential information of the Company and expressly not the Consultant and disclosure by the Company does not constitute a breach by the Company of its confidentiality obligations to the Consultant.

5.3 Each party may disclose confidential information:

5.3.1 if it is required by law (including as required in respect of any capital raising by the Company or the listing rules of the TSX Venture Exchange (the "TSXV") or the equivalent rules of another financial market upon which the securities of the Company or a related body corporate of the Company are admitted to quotation) to be disclosed; and

5.3.2 in confidence to that party's financiers, insurers or professional advisers.

5.4 The obligation of each party is to keep the information confidential for a period of three (3) years from the date of expiry or termination of this Agreement.

5.5 In the event of uncertainty as to whether:

5.5.1 any information is confidential information; or

5.5.2 any confidential information is lawfully within the public domain,

that information is taken to be confidential information and is taken to be not within the public domain, unless the party has been advised by the other party in writing to the contrary.

5.6 The Consultant shall immediately deliver all confidential information of the Company, including all copies of computer files and other electronic records, to the Company:

5.6.1 upon expiration or sooner termination of this Agreement; or

5.6.2 at any time upon the request of a person authorised by the Company.

5.7 If requested by the Company in writing, the Consultant shall instead of delivering the confidential information to the Company in accordance with clause 5.6, destroy the confidential information (in the case of computer software or other computer data, by erasing it from the magnetic media on which it is stored so that it cannot be recovered or in any way reconstructed or reconstituted) and certify in writing to the Company that the confidential information has been so destroyed.

5.8 The Consultant is aware that the Company proposes to and may list on TSXV. The Consultant acknowledges it may receive confidential information of or about the Company and/or information that is, or may become, market sensitive (also known as "inside information"), including but not only information about actual or potential intentions or proposals. The Consultant will not, and will ensure that its personnel do not (and are aware that they must not):

5.8.1 use or communicate confidential or inside information for any purpose or to any person without the express prior written consent of the Company until it has been released to ASX in an announcement; or

5.8.2 buy, sell, create, acquire, or dispose of interests in or in respect of, or otherwise deal in, shares or other securities of the Company or procure another person to do so in breach of the insider trading prohibitions of the *Corporations Act 2001*.

Without limiting the foregoing or clause 3.2.3, the Consultant will, will ensure that its personnel will, familiarise itself with and give effect to the Securities Trading Policy of the Company published by the Company from time to time as if it and its personnel were persons to whom the Securities Trading Policy applies.

5.9 Nothing in this Agreement shall prevent the Company from making any disclosure required by the listing rules of TSXV.

5.10 The Consultant acknowledges ownership of confidential information of the Company and of copyright and other intellectual property created by the Consultant or otherwise arising from this Agreement and the Services performed (other than improvements to the Consultant's copyrights and intellectual property in its methods and know-how used for or underlying its delivery of services to the Company generally in existence at the Start Date in Schedule A ("Background IP") under it) shall vest in the Company or Georgina. The Consultant hereby immediately assigns all its present and future interests on and right and title to any and all such copyright or intellectual property other than Background IP and shall do all things necessary to perfect the Company's or Georgina's title to any and all such copyright or intellectual property other than Background IP.

5.11 This clause 5 shall survive the termination of this Agreement.

6. RELATIONSHIP

6.1 This Agreement does not constitute any company, partnership or joint venture between the parties for any purpose. Neither party to this Agreement shall have any right to incur any liabilities or obligations on behalf of or binding upon the other party except as provided for in that Agreement.

6.2 Nothing in this Agreement constitutes a relationship of employer and employee. The Consultant must not act in any way other than as an independent Consultant of the Company.

7. FEES AND INVOICES

7.1 Subject to providing the Services, the Consultant will be paid by the Company through Georgina according to the Rates and Charges as listed in Schedule A of this Agreement, plus GST (if the Consultant is GST registered).

7.2 The Consultant will submit to the Company on a monthly basis its invoice with fees calculated at the Rates listed in Schedule A. Any claim for reimbursement of non-labor expenses necessary for the conduct of the Services must be authorised by the Company.

7.3 The Consultant will maintain records and receipts in support of all invoices submitted to the Company and will make such records available for inspection by the Company at any time when requested to do so on reasonable notice.

7.4 Invoices will be settled by automated bank or telegraphic transfer or where this is not possible or convenient by cheque.

7.5 Payment will be made by the Company within 21 days of receipt of itemised invoices submitted by the Consultant.

8. BENEFITS

8.1 The Consultant shall have no entitlement to any leave benefits including annual leave, personal leave, long service leave or any other leave to which the Consultant might otherwise have been entitled if the Consultant was an employee and not a Consultant.

9. INSURANCE

- 9.1** The Consultant will effect and maintain insurance cover as required by statute or as is reasonable in the circumstances in adequate amounts for the risks each party bears under this Agreement and taking into account the nature of the Services.
- 9.2** If requested at any time during the term of this Agreement, each party shall provide a certificate of currency for insurances held to the other party.

10. EXPENSES TO BE MET BY THE CONSULTANT

- 10.1** The Consultant will be responsible for and will indemnify the Company against all costs, taxes, imposts, levies, payments and other outgoings and expenses (including, but not limited to income tax, payroll tax, sales tax, superannuation guarantee charge, insurances charges, annual and other leave payments and loadings) incurred in or in consequence of the performance by the Consultant of the Services.
- 10.2** The Company will not be responsible for any payments in respect of:
- 10.2.1 the remuneration of the Consultant's personnel including salary and wages, annual leave, sick leave, long service leave or superannuation;
 - 10.2.2 workers' compensation, accident, sickness and life insurance for the Consultant's personnel; and
 - 10.2.3 all taxes including but not limited to corporate tax, payroll tax, PAYG tax, training guarantee levy, FBT, excise duty, GST, personal income taxes, company income taxes, Consultant's payroll taxes, superannuation guarantee levy, health insurance levy and any other additional taxes or levies imposed by government.
- 10.3** The Consultant shall, if requested by the Company give the Company (to the Company's reasonable satisfaction having regard to the subject matter) evidence, information, returns, documents, records, notices or any other thing of the calculation, reporting and payment in full of each obligation to which clause 10.1 and/or clause 10.2 applies, together with such information as may be necessary to confirm the calculation of the amount and/or of the payment. Giving (or failing to give) any evidence, information, return, document, record, notice or other thing to the Company shall not relieve the Consultant of its responsibilities and indemnities in respect of the obligations nor (whether expressly or by implication) impose any duty, obligation or liability upon the Company.
- 10.4** If, despite this Agreement, the Company is or becomes liable to pay any obligation to which clause 10.1 and/or clause 10.2 applies, the Company may deduct the amount for the obligation from any amount otherwise payable by the Company to the Consultant, whether under this Agreement or otherwise.
- 10.5** This clause 10 shall survive the termination of this Agreement

11. LIABILITY AND INDEMNITY

- 11.1** Notwithstanding any other provision of this Agreement, the Consultant's liability to the Company, whether arising under or in connection with this Agreement or the performance or non-performance of the Services or anything incidental to the performance or non-performance of the Services and whether by way of indemnity, by statute, in tort or on any other basis in law or equity is limited to the Fees (excluding expenses, costs and disbursements) actually paid to the Consultant

under this Agreement. The Company releases the Consultant and its agents, employees and consultants from any liability to the Company for any Claims above the limit of the Consultant's liability specified in this clause 11.1.

11.2 The Consultant shall not be liable to the Company for any Claim or Claims which:

11.2.1 in any manner relate to a loss of revenue, profits, opportunity or production, loss or denial of use of any equipment or facility, increased expense of operation, economic loss, loss of goodwill or reputation, delay, business interruption or the cost of repair to or replacement of equipment, facilities or goods related to third party services;

11.2.2 in any manner can be construed as indirect, incidental, special, punitive or consequential loss or damage; or

11.2.3 is not a direct result of a breach by the Consultant of either the standard of care referred to in clause 2 or another provision of this Agreement.

11.3 The Company releases the Consultant and its agents, employees or consultants from any or all liability to the Company for all Claims under clause 11.2.

11.4 The Company shall indemnify the Consultant and its officers, agents, employees and consultants against any Claim or Claims that are made by or on behalf of any third party for any loss or damage (including property damage and injury or death) arising from or in connection with the Services except to the extent that such loss or damage was caused by the negligent act or omission of the Consultant or its officers, agents, employees and consultants.

11.5 Subject to clause 11.4, the Services are provided for the exclusive benefit of the Company and Georgina and the Consultant accepts no liability to any person other than the Company or Georgina in respect of any Claim arising out of or in connection with the Services. If the Company allows any third party (other than Georgina) to enjoy the benefit of the Services, the Company shall be fully responsible for and must indemnify the Consultant against any Claim by that third party.

12. FREEDOM TO CONTRACT

12.1 The Consultant shall be entitled to continue promoting and marketing its business and services and accept commercial contracts to supply services to other parties throughout the term of this Agreement, provided the soliciting and acceptance of said commercial contracts will not constitute a direct conflict of interest to the potential detriment or disadvantage of the Company.

13. TERMINATION

13.1 Either the Company or the Consultant may at any time terminate the engagement by giving twenty eight (28) days' notice in writing.

13.2 The Company may terminate the engagement without notice if the Consultant:

13.2.1 commits a serious or persistent breach of this Agreement including but not limited to failure to undertake the Services with the levels of professionalism and diligence set out elsewhere in this agreement;

13.2.2 or any of its employees, agents or subConsultants does an unreasonable act, or is convicted of any criminal offence, which in the Company's reasonable opinion reflects unfavourably on it or on any person or entity associated with it;

13.2.3 The Company forms the opinion, on reasonable grounds, that mutual confidence and trust do not exist between both parties;

- 13.2.4 ceases to be able to pay its debts as they become due;
- 13.2.5 ceases to carry on business; or
- 13.2.6 any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or any other like person of the whole or any part of the Consultant's assets or business.

13.3 If the engagement is terminated without notice under clause 13.2:

- 13.3.1 the parties are relieved from future performance without prejudice to any right of action that has accrued at the date of termination;
- 13.3.2 rights to recover damages are not affected; and
- 13.3.3 the Consultant indemnifies the Company in respect of any loss of the Company.

13.4 The Consultant will be entitled to terminate this Agreement at any time if:

- 13.4.1 the Company commits a material breach of this Agreement. In this event, for a breach that is capable of remedy, the agreement can be terminated by the Consultant if the Company fails to remedy the breach within a period of 14 days of the receipt by the Company of a notice from the Consultant providing notice of the breach and requesting remedy of same; or
- 13.4.2 the Consultant has an administrator or receiver appointed or passes into liquidation or otherwise ceases to carry on normal business as a going concern; or
- 13.4.3 the Consultant believes on reasonable grounds that by continuing to act for the Company it may breach the professional conduct rules which are binding upon professional in the Mineral Exploration and Mining industry.

13.5 When the engagement is terminated or otherwise ends, the Consultant must:

- 13.5.1 deliver to the Company all property belonging to or leased from the Company or any person or entity associated with it, or dispose of such property in any way the Company directs.

This clause 13.5 shall survive the termination of this Agreement

14. DISPUTES

14.1 If a Dispute arises then either party may give a Dispute Notice to the other party and if a Dispute Notice is given then the Dispute shall be determined in accordance with this clause 14.

14.2 If not resolved within 14 days of the Dispute Notice (or such longer period as the parties may agree), the Dispute shall be referred to the authorised representative of each party who shall meet and undertake genuine and good faith negotiations with a view to resolving the Dispute.

14.3 If all efforts to resolve the Dispute under clause 14.2 fail and:

- 14.3.1 Twenty one (21) days has expired since the giving of the Dispute Notice (or such longer period of time as the parties may agree); and
- 14.3.2 the quantum of the Dispute is less than AUD\$25,000;
- 14.3.3 then the Dispute shall be submitted for expert determination to be conducted by a person appointed by the parties or, failing agreement on such appointment within 35 days after the giving

of the Dispute Notice, a person appointed by the President for the time being of the Law Society of Tasmania. The person appointed ("the Expert") shall act as an expert and not an arbitrator and his or her decision shall be final and binding upon the parties. The Expert shall determine the dispute within 90 days of his or her appointment.

14.4 Each party shall bear its own costs in respect of any expert determination undertaken in accordance with clause 14.3 and each party shall pay one-half of the Expert's costs.

14.5 If the Dispute is not resolved under clause 14.2 within 21 days after the giving of the Dispute Notice (or within such longer period of time as the parties may agree) AND the quantum of the Dispute is more than AUD\$25,000, then either party may commence legal proceedings against the other to resolve the Dispute.

14.6 This clause 14 shall survive the termination of this Agreement.

15. MISCELLANEOUS

15.1 Where there is any inconsistency between this Agreement and any document or purchase order issued to the Consultant by the Company in respect of the provision of the Services, the terms of this Agreement shall prevail to the extent of such inconsistency.

15.2 Time shall be of the essence of this Agreement in all respects and no extension or variation thereof shall operate as a waiver of this provision.

15.3 This Agreement constitutes the entire agreement between the parties regarding its subject matter and contains all of the representations, warranties, covenants and agreements of such parties and there are no other oral statements representations undertakings covenants or agreements between the parties expressed or implied.

15.4 Any notice demand or other communication required to be given or made under this Agreement shall be in writing and shall be delivered personally or sent by prepaid registered mail to each of the parties at their respective addresses. Any notice or other communication sent by mail shall be deemed to have been received by the Party to whom it was sent on the third day following posting.

15.5 This Agreement may be amended or varied only by agreement in writing signed by the parties.

15.6 No waiver of any provision of this Agreement by any of the parties shall be effective unless it is in writing and then such waiver shall be effective only in the specific instance and for the purpose for which it was given.

15.7 If any of the terms and provisions of this Agreement are determined to be invalid or unenforceable by any court such determination and consequential severance (if any) shall not invalidate the rest of this Agreement which shall remain in full force and effect as if such terms and provisions had not been made a part of this Agreement.

15.8 This Agreement is governed by and construed in accordance with the laws of Victoria and the parties submit to the jurisdiction of the Courts of Victoria and their appellate Courts in relation to this Agreement.

15.9 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this agreement, and all together constitutes one agreement. Where this document is signed for and on behalf of a party (including by an officer or representative of a party) the person who signs it confirms he or she is duly authorised by the party. If this Agreement is signed electronically, the signatory affixed or authorised the affixation of his or her electronic signature for all purposes including (unless revoked prior to signing) the *COVID-19 Omnibus (Emergency Measures) (Electronic Signing and Witnessing) Regulations 2020 (Vic)*.

16 GST

- 16.1** Expressions used in this clause which are defined in A New Tax System (Goods & Services Tax) Act 1999 (GST Act) have the same meaning given to them in the GST Act.
- 16.2** Any amount payable in respect of a supply under this Agreement which is a taxable supply under the GST Act represents the GST exclusive value of the supply, unless expressly stated otherwise.
- 16.3** The recipient of the supply must pay the GST chargeable on any supply at the same time as the amount in respect of such supply is due and payable.
- 16.4** If a party makes default in payment by the due date of any amount payable pursuant to this clause 16, then, without prejudice to the other party's rights and remedies, the recipient of the supply must pay to the supplier upon demand any additional tax, interest, fine or penalty that may have become chargeable to the supplier's account or payable by the supplier.
- 16.5** Notwithstanding anything to the contrary contained in this Agreement, the Company, Georgina and the Consultant agree that, to the extent of any inconsistencies between this clause 16 and the remainder of this Agreement, this clause 16 shall prevail.
- 16.6** This clause 16 shall survive the termination of this Agreement

17 Acknowledgement

17.1 The Consultant acknowledges that:

17.1.1 before executing this Agreement:

- (a) it was given reasonable time to seek legal and other advice from advisors of its choice who are not and have not previously acted for the Company; and
- (b) in light of any such advice provided to it, it had a reasonable opportunity to consider its position;

17.1.2 if the Consultant has been advised by its solicitors (if any and being solicitors who are not and have not previously acted for the Company), it has been advised by them as to the terms of this Agreement and understands the effect of the Agreement.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first written above.

COPPERCORP RESOURCES INC.

Per: *"Steve Swatton"*
Authorized Signatory

ORETEK PTY LTD

Per: *"Sean Westbrook"*
Authorized Signatory

1. COMPANY INFORMATION

Company Name: GEORGINA RESOURCES PTY LTD (COPPERCORP INC)
Primary Contact Name: STEPHEN SWATTON
Primary Contact Title: CHIEF EXECUTIVE OFFICER
Primary Contact Phone: 1 604 441-0069
Primary Contact Email: steveswatton@mac.com
Company Office Address: 550-800 WEST PENDER ST., VANCOUVER BC V6C 2V6
Invoice Address: As Above; mmello@corexmanagement.com

2. ASSIGNMENT INFORMATION

Assignment: **Vice President, Exploration**
Project name: CopperCorp Tasmanian Projects
ORETEK Project Code:
Project Location: Tasmania, Australia
Commodity: Cu-Au
Work Type: Project Management, Project Generation
Start Date: June 1, 2021 as VP Ex
Completion Date: TBD
Key ORETEK Personnel: Project Manager: Sean Westbrook
Key Technical Person: Sean Westbrook

2. SERVICES

The Services to be provided in Australia by the Consultant as directed by the Company include the following (the “**Services**”):

- Determine the Company’s exploration strategy with the aim to execute the Board of Directors’ strategic objectives, in consultation with the CEO, Executive Chairman and management.
- Design, obtain approval for, and manage exploration programs at the Company’s exploration projects.
- Interpret, analyse, and report the results of geological and geotechnical information to develop geologic models and delineate current and future exploration targets.
- Oversee and implement a QA/QC protocol, exploration data management system, and relevant associated information, including the compilation of geological, geochemical and geophysical databases.
- Identify prospective exploration properties for acquisition and possible joint venture opportunities.
- Identify and ensure compliance with the legal and regulatory requirements applicable to exploration activities.
- Assist with the development of NI 43-101 compliant reserve and resource estimates and related economic assessments.

- Provide frequent status and progress reports (oral and written) of exploration work, budgets and potential new projects/opportunities.
- Prepare and manage the financial reporting, including budgeting and expenditure control, related to the design and execution of exploration programs.
- Prepare technical and marketing presentations for shareholders, present to investors and attend conferences and road show meetings, as required.
- Act as the Qualified Person for the Company's Technical Reports, news releases and corporate marketing presentations.

3. FEES AND CHARGES

The Service Fees, expense related charges and terms of business including payment terms will be as follows. All charges are exclusive of Goods and Services Taxes, Government Stamp Duties or Import/Export Duties which shall be added to the invoice and paid by the Company.

GEOLOGICAL PERSONNEL RATES – AUSTRALIAN PROJECTS	
POSITION	RATE (AUD)
Exploration Manager / VP Exploration Sean Westbrook	\$13,750 per month retainer fee

Table 1. Service Rates for Consultant key personnel. All rates are exclusive of applicable goods and services taxes.

CONSUMABLES AND OUTSIDE EXPENSES

Any reasonable expenses when properly and necessarily incurred by the Consultant associated with purchasing and provision of equipment, materials and consumables on behalf of the Company, and outside expenses such as remote travel and accommodation (excluding fuel and all other costs for the 4WD Vehicle referred to below) will be billed to the Company at cost.

SOFTWARE RATES

Costs for use of professional GIS, Geological Modelling, and Database software as required during provision of the Services, including production of topographic and geological maps and plans, geological cross sections and geological and resource models are listed in Table 3.

ITEM	DESCRIPTION	RATE (AUD)
Encom MapInfo Discover	Geology and GIS Software.	No Charge.

Table 3. Rates for hire of professional GIS and modeling software.

FACILITIES, EQUIPMENT & VEHICLE RATES
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ITEM	DESCRIPTION	RATE (AUD)
4WD Vehicle	Field Vehicle	• No charge but company will cover fuel costs from time to time.

Table 4. Rates for facilities, equipment and 4WD vehicles.

4. PAYMENT TERMS

Invoices will be paid by the Company through Georgina within 21 days following the date of the invoice submission. Money will be made by electronic or telegraphic transfer into the bank account as nominated by the Consultant (subject to prior receipt of written and verbal confirmation of any change by the Consultant).