DAVID SMALLEY LAW CORPORATION

BARRISTER & SOLICITOR

August 9, 2021

VIA EMAIL

Raging Rhino Capital Corp.

Attention: Michael Harrison, Director and CEO

Dear Michael,

Re: Engagement of David Smalley Law Corporation by a company to be formed and named Raging Rhino Capital Corp. (the "Company")

You have asked David Smalley Law Corporation, and we have agreed, to act as your legal counsel with respect to handling all corporate, securities and financing legal issues that the Company may have and for which you provide instructions to us. The purpose of this letter is to summarize and confirm our policy on fees for us to initiate and perform the activities described in this letter. Attached to this letter as Schedule "A" is the "Policy Regarding Fees and Retainers" of David Smalley Law Corporation which sets out the terms and conditions of our retainer.

We are being retained to represent you and act as your legal counsel in connection with the aforesaid services generally as we receive instructions from you, and in particular, we have agreed to act as your legal counsel with respect to the preparation and filing, on behalf of the Company, of materials, including incorporation and post incorporation documents of the Company, preparing and filing the CPC IPO prospectus, dealing with the Company's auditors, dealing with the Company's appointed broker(s) and the TSX Venture Exchange with respect to the creation of a Capital Pool Company ("CPC") to be called Raging Rhino Capital Corp. and preparing for and attending to the closing of the CPC IPO for a set fee of $45,000. The set fee is payable by the Company, not you personally. The set fee does not include disbursements or GST and PST taxes incurred on the set fee or taxable disbursements. Disbursements (our out of pocket costs for items like courier fees) and taxes are payable by you upon receipt of each statement of account from us. The set fee also includes our preparation of appropriate directors' resolutions, appointing and corresponding with the Company's transfer agent and all other preparation of miscellaneous documents and correspondence with individuals related to the Company's CPC IPO.

Any additional legal work, if not agreed to as being part of the legal work aforesaid will be charged based upon an hourly rate. The hourly billing rate for David Smalley is $650, for Andrew Hunter, paralegal the hourly rate is $375, Joanna Quigg: $250, Sherry Siu: $200, Cindy Meedin: $100, and Serina Sharda: $75.

We will remit statements of accounts to you as follows:

(a) CAD$25,000 (plus GST and PST) upon conditional acceptance of the CPC Prospectus by the TSX Venture Exchange; and

(b) CAD$20,000 (plus GST and PST) upon completion of the CPC IPO;

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(c) Amounts for disbursements only accounts as and when we in our sole discretion decide to remit such accounts.

Note that should the Company abandon the project or fail to advance it within 5 months such that the objective described in paragraph (a) above is not achieved, you will pay us for our fees accrued to such time, plus GST and PST and if the objective described in paragraph (a) is achieved, but the objective described in paragraph (b) above is not achieved within 4 months after achievement of the objective described in paragraph (a).then you will pay us for our accrued time plus GST and PST.

We require a retainer of CAD$50,000 to be held in our trust account and to be applied toward fees, disbursements and taxes. By signing a copy of this letter, you authorize us to retain the said CAD$50,000 to be held in our trust account to be applied toward our statement of account rendered for fees, disbursements and taxes. The retainer is due from Raging Rhino Capital Corp. in advance and on a date that is no later than 10 business days following the Company's receipt of $100,000 of seed share subscriptions. Note, once we have submitted a disbursement invoice to you for at least $5,000 then before we incur any disbursement in excess of $100, we will require additional retainer for such sums.

In addition, there may be costs incurred by you above and beyond our fees and as described below, such as filing fees, tax opinions and expert reports (if required, e.g. geological reports, technical reports, engineering reports).

As a securities issuer must disclose complete and accurate information in its disclosure documents, it is important that we reach an understanding concerning our respective responsibilities in connection with any disclosure document preparation. The services we provide depend on a number of tasks and services that you will be providing us, including:

(a) you providing us with the complete corporate records of the Company and all contracts it has previously entered into, including all subscription agreements;

(b) you providing us with copies of any prospectus level disclosure document, offering memorandum or business plans for the Company;

(c) you providing the information to us in a timely manner and ensuring that the information is full, complete and accurate, and in reader-friendly and plain English format;

(d) you extend to our lawyer and paralegal your full co-operation and make full and accurate disclosure of all facts pertaining to matters handled. The directors and officers of the Company assume all responsibility for the accuracy and completeness of all information contained in any materials provided to us and understand that we will be relying on this information in order to assist in compliance with securities laws;

(e) with our assistance, you will be responsible for the description of business and management discussion and analysis (including a plan of operations and use of proceeds, which describes your exploration programs), according to the instructions that we will be providing you, and your accountant will be responsible for the financial disclosures and financial statements requirements;

(f) you providing us with the supporting material contracts and financial statements for the Company that are required for filing with the applicable securities commissions;

(g) you providing us with resumes and background information for the directors and executive officers for the Company;

(h) our satisfactory due diligence review of the Company; and

(i) all financial statements complying with applicable securities regulations.

Additional fees for unscheduled work can either be negotiated as a fixed fee or billed on our normal hourly fee schedule, as defined above. We also reserve the right to assign such independent contractors of David Smalley Law Corporation to work on your file as we decide in our sole discretion, without increasing the fees we have agreed hereto that you are responsible for.

The statement for services rendered and for any costs or expenses incurred on your account will be submitted to you regularly. Any unused portion of the retainer will be returned to you upon the completion of our engagement with you. Our statements of account are due and payable immediately upon presentation.

Unless deemed fully earned upon receipt, your retainers will be placed in our trust account, against which you will be billed for services provided and any costs incurred on your behalf. Any funds held in trust will remain in the trust account as your property until such time as we perform services to earn the fees or incur costs against the account. Any interest gained on the account is automatically forwarded to the British Columbia Law Society by the bank for the purpose of providing legal services to the public; we do not benefit in any way from any interest gained on the account.

You shall at all times have the right to terminate our services upon written notice to that effect. We shall at all times have the right to terminate our services upon written notice to that effect in the event that you either fail to cooperate with us in any reasonable request, to timely pay our statements in full as submitted, to replenish the retainer, or if we determine in our reasonable discretion that to continue our services to you would be unethical or impractical.

Should we continue to represent the Company annually, our fee for acting as registered and records office and preparing the annual report for filing with the British Columbia Corporate Registry is $750, such amount will be billed during each July of every year we are engaged to provide this service.

We confirm your initial instructions that you are to be a Director and a yet to be named officer of the Company. We confirm we will be taking instructions from you as a director of the Company.

We suggest all of our clients obtain independent legal advice concerning the contents of the engagement letter we provide them prior them signing it.

We further confirm that you permit David W. Smalley to invest $5,000 at the seed round of $0.05 per share.

If the foregoing terms and conditions accurately summarize and confirm your understanding of our relationship, please indicate your approval and acceptance by dating and signing a copy of this letter where indicated below and returning same to us.

Yours truly,

David Smalley Law Corporation

Per: DocuSigned by: David W. Smalley
BB22B11E91C047C...

(Signed) "*David W. Smalley*"

David W. Smalley*
*denotes a personal law corporation

DWS/ah

The undersigned hereby acknowledges receipt of this Engagement Letter together with Schedule "A" and has read, understood and agreed to the terms and conditions.

Dated this 8/13/2021 day of August, 2021.

on behalf of a company to be formed and named Raging Rhino Capital Corp.

Per: DocuSigned by: ______________________________
Michael B. Harrison, intended director and officer

Schedule "A"

DAVID SMALLEY LAW CORPORATION
POLICY REGARDING FEES AND RETAINERS

A. Mutual Understanding

David Smalley Law Corporation is pleased to have you as a client. Our billing and credit procedures are designed to be as simple and as clear as possible. Experience has shown me that the client/lawyer relationship gets off to a better start when there is a mutual understanding about fees and the payment of them. For instance, you should know how you will be billed for legal services and what the payment terms are. Similarly, I should know the conditions upon which you will be paying our account.

It is always proper for you, our client, to discuss fee arrangements, progress in the matter or details of a particular bill. This short statement explains the basis of our charges, but if you have any questions, please do not hesitate to ask.

B. Fees

Fee and Retainer Letter

At the beginning of work on your legal matter, you will be given a fee and retainer letter in which specific fees and retainer requirements will be spelled out. If a special payment plan has been arranged, it will be detailed in the letter along with an outline of the legal services you are retaining me to perform. This letter is a written agreement between you and our firm.

Consultation

If you come to our office for an initial consultation, any charges will be based mainly on the time spent with you. If our consultation with you reveals the need for further study of the law or the facts of your case before an opinion can be rendered, this further step will be discussed with you and a reasonable fee, calculated on the same basis, will be charged. Our hourly rates reflect the experience of the lawyer assigned to your matter.

Standardized Fees

I can, in some instances, quote a fixed fee for standardized services. Generally speaking, I will only quote a standard or fixed fee in situations where the precise legal services I am to perform are ascertainable in advance.

Variable Fees

In most matters, for example a contract negotiation or tax planning, it is generally impossible for me to predict in advance how much time and attention will be required. Because of these uncertainties, it is more equitable to avoid a fixed fee in advance. I would be pleased, however, to furnish you with an idea of fees charged in similar cases. You should not regard this advice as an estimate; however, since it is nothing more than a rough indication of what I believe our fee will be if no complications or unforeseen difficulties occur.

Charging

Our lawyer and paralegal will keep accurate records of the time expended and service performed on your matters. When you receive your bill, I will outline for you the nature of the professional service rendered and the fee which I consider reasonable. The fee will be, in most cases, based mainly on the professional skill involved and the time devoted to your work. Expenditure (or disbursement) amounts made on your behalf will be noted on the bill. In some cases, these amounts will be billed separately from fees, which may be billed at a later date.

Factors which are used in determining the proper amount of a lawyer's account to a client

Past decisions in the Courts have set out the factors to be considered in determining the proper amount of a lawyer's account. These factors Ire summarized by a Court as follows:

> *The circumstances to be considered in arriving at the proper amount are the extent and character of the services rendered; the labour, time and trouble involved; the character and importance of the litigation in which the services Ire rendered; the amount of money or the value of the property to be affected; the professional skill and experience called for; the character and standing in his profession of the counsel; the results secured, and to some extent at least, the ability of the client to pay.*

The last-mentioned factor -- the ability of the client to pay -- is a limiting factor only. An otherwise fair fee may be reduced because of the financial circumstances of the client, or the client may be invited to pay the bill on some acceptable instalment basis.
Lawyer's accounts to clients are subject to review by the Courts.

Pursuant to the *Legal Profession Act*,

PART 8 - FEES AND REVIEW

Definition

64 (1) In this Part:

"agreement" means a written contract respecting the fees, charges and disbursements to be paid to a lawyer or law firm for services provided or to be provided and includes a contingent fee agreement;

"bill" means a lawyer's written statement of fees, charges and disbursements;

"charges" includes taxes on fees and disbursements and interest on fees and disbursements;

"contingent fee agreement" means an agreement that provides that payment to the lawyer or law firm for services provided depends, at least in part, on the happening of an event;

"court" means the Supreme Court;

"person charged" includes a person who has agreed to pay for legal services, whether or not the services were provided on the person's behalf;

"registrar" means the registrar of the court.

Lawyer's bill

69 (1) A lawyer must deliver a bill to the person charged.

(2) A bill may be delivered under subsection (1) by mailing the bill to the last known business or residential address of the person charged.

(3) The bill must be signed by or on behalf of the lawyer or accompanied by a letter, signed by or on behalf of the lawyer, that refers to the bill.

(4) A bill under subsection (1) is sufficient in form if it contains a reasonably descriptive statement of the services with a lump sum charge and a detailed statement of disbursements.

(5) A lawyer must not sue to collect money owed on a bill until 30 days after the bill was delivered to the person charged.

(6) The court may permit a lawyer to sue to collect money owed on a bill before the end of the 30 day period if the court finds that

(a) the bill has been delivered as provided in subsection (1), and

(b) there is probable cause to believe that the person charged is about to leave British Columbia other than temporarily.

Review of a lawyer's bill

70 (1) Subject to subsection (11), the person charged or a person who has agreed to indemnify that person may obtain an appointment to have a bill reviewed before

(a) 12 months after the bill was delivered under section 69, or

(b) 3 months after the bill was paid,

whichever occurs first.

(2) The person who obtained an appointment under subsection (1) for a review of the bill must deliver a copy of the appointment to the lawyer at the address shown on the bill, at least 5 days before the date set for the review.

(3) Subject to subsection (11), a lawyer may obtain an appointment to have a bill reviewed 30 days or more after the bill was delivered under section 69.

(4) The lawyer must serve a copy of the appointment on the person charged at least 5 days before the date set for the review.

(5) The following people may obtain an appointment on behalf of a lawyer to have a bill reviewed:

(a) the lawyer's agent;

(b) a deceased lawyer's personal representative;

(c) the lawyer's assignee;

(d) in the case of a partnership, one of the partners or a partner's agent;

(e) the custodian of the lawyer's practice appointed under section 50.

(6) If a lawyer has sued to collect on a bill, the court in which the action was commenced may order that the bill be referred to the registrar.

(7) The court may make an order under subsection (6) whether or not any party has applied for an order.

(8) On a referral under subsection (6), the registrar may

(a) review the bill and issue a certificate, or

(b) make a report and recommendation to the court.

(9) When making an order under subsection (6), the court may direct that the registrar take action under subsection (8) (a) or (b).

(10) Section 73 applies to a certificate issued under subsection (8) (a).

(11) In either of the following circumstances, the lawyer's bill must not be reviewed unless the court finds that special circumstances to justify a review of the bill and orders that the bill be reviewed by the registrar:

(a) the lawyer has sued and obtained judgment for the amount of the bill;

(b) application for the review was not made within the time allowed in subsection (1).

(12) If a lawyer sues to collect money owed on a bill, the lawsuit must not proceed if an application for review is made before or after the lawsuit was commenced, until

(a) the registrar has issued a certificate, or

(b) the application for review is withdrawn.

(13) The procedure under the Supreme Court Civil Rules for the assessment of costs, review of bills and examination of agreements applies to the review of bills under this section.

(14) The registrar may refer any question arising under this Part to the court for directions or a determination.

Matters to be considered by the registrar on a review

71 (1) This section applies to a review or examination under section 68 (7), 70, 77 (3), 78 (2) or 79 (3).

(2) Subject to subsections (4) and (5), the registrar must allow fees, charges and disbursements for the following services:

(a) those reasonably necessary and proper to conduct the proceeding or business to which they relate; or

(b) those authorized by the client or subsequently approved by the client, whether or not the services were reasonably necessary and proper to conduct the proceeding or business to which they relate.

(3) Subject to subsections (4) and (5), the registrar may allow fees, charges and disbursements for the following services, even if unnecessary for the proper conduct of the proceeding or business to which they relate:

(a) those reasonably intended by the lawyer to advance the interests of the client at the time the services were provided; or

(b) those requested by the client after being informed by the lawyer that they were unnecessary and not likely to advance the interests of the client.

(4) At a review of a lawyer's bill, the registrar must consider all of the circumstances, including

(a) the complexity, difficulty or novelty of the issues involved,

(b) the skill, specialized knowledge and responsibility required of the lawyer,

(c) the lawyer's character and standing in the profession,

(d) the amount involved,

(e) the time reasonably spent,

(f) if there has been an agreement that sets a fee rate that is based on an amount per unit of time spent by the lawyer, whether the rate was reasonable,

(g) the importance of the matter to the client whose bill is being reviewed, and

(h) the result obtained.

(5) The discretion of the registrar under subsection (4) is not limited by the terms of an agreement between the lawyer and the lawyer's client.

C. Disbursements

Statements for costs and out-of-pocket expenses incurred on your behalf including long distance telephone calls, travel, photocopying at a cost of $0.30 per page, postage, word processing costs, incoming electronic mail laser printing costs, binding, search agents and other expenses will be sent to you monthly. If the Company does not set up its own Docusign Account, we will charge you $5.25 per Docusign envelope you agree that we prepare for you. Note that the British Columbia Law Society has implemented a $15 Trust Administration Fee each time money is placed into our trust account for a distinct client matter. This Trust Administration Fee is a taxable disbursement that I incur on your behalf. Disbursements will be billed to you as they are incurred by me. You should note that when I are obliged to incur additional expense of staff on evenings or Weekends in order to meet time deadlines fixed by you, the overtime charges of these staff will be charged to your account.

D. Travel

You will be charged for all travel time in connection with our representation of you.

E. Hourly Rates

Our hourly time charges are $650.00 per hour for David W. Smalley, $375.00 per hour for paralegal, Andrew Hunter. $100 per hour will be charged by other administrative staff under the employ of David Smalley Law Corporation during such times as such staff perform work for you. These rates may be modified over time although I do not at this time foresee immediate changes. Our monthly statements to you will reflect the rates in effect at the time services are performed. I do not ordinarily notify clients of changes in rates.

F. Goods and Services Tax ("GST")

Goods and Services Tax is chargeable on legal fees and on most disbursements. Our account will reflect the amount of GST charged on our fees and on disbursements which are subject to GST

G. Provincial Sales Tax ("PST")

Provincial Sales Tax is chargeable on legal fees and on labour generated disbursements. Our account will reflect the amount of PST charged on our fees and on disbursements which are subject to PST.

H. Retainers and Replenishment of Retainers

It is the policy of the firm, to request a reasonable retainer fee. The retainer fee is in the nature of a deposit for our time. I may also request a deposit for foreseeable costs and expenses at the time I agree to proceed with your matter. So that the balance of the retainer shall not fall below what is necessary for me to continue to act on your behalf, the retainer will be periodically replenished by you upon notice from me, in the event that I reasonably determine that the balance held in our trust account is insufficient to cover the work which remains to be done.

<u>Replenishment</u>

The retainer will be held in our trust account. A statement of services rendered and any costs or expenses advanced on your account will be submitted to you on a regular basis and the amount of every statement shall be paid from the retainer. At the time the regular statement for our services is sent to you, I will also request that you replenish the retainer by advancing to me sufficient funds to cover the foreseeable costs and expenses during the next billing period. Any unused portion of the retainer will be returned to you upon completion of the services to be rendered.

I. Billing

Since most of our clients prefer to handle their business and legal matters on a pay as you go basis, you will be billed regularly. The frequency of billing may depend on the volume of work performed for you. Our policy is to bill monthly.
In any case, the amount owing is due and payable upon rendering of the account unless you have made other arrangements with our office.

J. Questions about Billing

I believe in staying in touch with clients to ensure that the legal work I do proceeds as smoothly as possible and that our billings are accurate and understandable.
If you wish to ask about your billing or about the legal services which have been rendered, please call our office when you receive your statement.

K. Duplicate Statements of Account

David Smalley Law Corporation has imposed a charge for providing duplicate statements of account requested by our clients, an amount of $0.50 per page. Note that failure to receive our original statements of account does not affect our clients' liability to pay our accounts.

L. Retention of Corporate Records Books

David Smalley Law Corporation will retain the corporate records book for your group of companies and other records of your companies until such time as all outstanding accounts of the Company have been paid in full.

M. Overdue Payment Charge

On regular accounts not paid within 30 days of the billing date, and on extended or deferred payment accounts, an interest charge of one and one half percent (1.5%) per month (that is

19.56% per annum) will be charged on the unpaid balance. All payments will be applied firstly to outstanding interest and secondly to the outstanding balance of unpaid balance.
Fortunately, most clients pay their accounts in a fair and timely manner. Occasionally, however, an account becomes delinquent. I have established procedures which are followed in case of delinquency. If accounts remain unpaid, collection or legal action may be instituted to secure payment. In addition, the firm will decline to perform further legal work for a client whose account with me remains unpaid.

In fairness to most of the firm's clients who pay their bills promptly each month, these procedures have been established so that the minority of clients whose accounts become delinquent will bear the cost of collection.

N. Apportionment of Payments

When interest has accrued on outstanding accounts, I will apply all payments received from you first to accrued interest and then to the outstanding principal owing on the accounts. I reserve the right to apportion your payments to me to such account or accounts as I decide in our sole discretion.

O. Advise Me of Problems

The purpose of this statement of the firm's policies is to avoid misunderstandings arising between the firm and our clients. If, however, you have any problems in your relationship with our firm, please do not hesitate to discuss it with me. I will do our utmost to resolve any such problems, so that I may continue to have a mutually satisfactory lawyer/client relationship.