

CONSULTING AGREEMENT

THIS AGREEMENT is dated for reference the 18th day of November, 2025.

BETWEEN:

COLIN CAMPBELL, of [address redacted]

(the "Consultant")

OF THE FIRST PART

AND:

QUARTERBACK RESOURCES INC., a company duly incorporated pursuant to the laws of British Columbia with an office located at 503 – 905 West Pender Street, Vancouver, B.C., V6C 1L6;

(the "Company")

OF THE SECOND PART

WHEREAS:

- A.** The Corporation is a public company with its shares listed for trading on the Canadian Securities Exchange (the "Exchange");
- B.** The Corporation wishes to engage the Consultant to assist it in various matters set out in this Agreement and the Consultant is prepared to provide such services to the Corporation on the terms and conditions of this Agreement;

THEREFORE, the parties agree:

CONSULTANT'S DUTIES AND OBLIGATIONS

1.1 The Consultant shall provide services to the Company as set forth in Schedule "A" and such other services as may be mutually agreed between the parties from time to time.

1.2 In performing his duties hereunder, the Consultant shall at all times exercise the standard of care, skill, and diligence normally provided in the performance of services similar to that contemplated by this Agreement. The Consultant shall be entitled to rely on the accuracy of any data furnished by the Company unless to do so would be unreasonable.

1.3 The Consultant shall not, either during the continuance of this Agreement or at any time thereafter, disclose the private affairs of the Company to any persons other than the Directors of

the Company and shall not, either during the continuance of this Agreement or any time thereafter, use for her own purposes or any purpose other than those of the Company, any information she may acquire in relation to the business and affairs of the Company.

REMUNERATION OF THE CONSULTANT

2.1 For providing the services pursuant to the terms of this Agreement, the Consultant shall be paid a monthly consulting fee of \$[redacted] plus G.S.T. together with such increments thereto as may be agreed upon from time to time by the Consultant and the Company, payable in advance on the 1st day of every month during the term hereof.

2.2 The Company shall pay to the Consultant a finder's fee of 10% for any financing that the Consultant arranges, subject to any require Exchange acceptance for filing.

2.3 The Company shall reimburse the Consultant for all travelling and other expenses actually and properly incurred by her in connection with carrying out her duties arising hereunder and directly related to activities carried out on the Company's behalf as long as such expenses have been approved by the Company in advance; provided always that for all such expenses the Consultant shall furnish to the Company statements and vouchers as and when required by the Company.

TERM

3.1 The term of this Agreement shall be for a period of six months commencing on the date the Exchange accepts this Agreement for filing.

3.2 After the initial term of six months, this Agreement can be terminated by the Company or the Consultant without cause on one month's written notice.

INDEMNIFICATION OF CONSULTANT

4. The Company shall and hereby agrees to indemnify and save harmless the Consultant from and against all claims and demands of any nature or kind whatsoever brought against the Consultant as a result of its performance in good faith of the duties and obligations required of him hereunder.

RESTRICTION ON ASSIGNMENT

5. Neither this Agreement nor any of the rights, benefits or obligation arising from or out of the terms of this Agreement shall be assignable by either party hereto without the prior written consent of the other party hereto.

NOTICE

6. Any notice to be given under this Agreement shall be in writing via email to the

following email addresses:

Colin Campbell: [redacted]

Quarterback Resources Inc.: info@quarterbackresources.com

Any notice sent by email shall be deemed to have been received by the party to whom it was sent upon transmission.

TIME

7. Time shall be of the essence of this Agreement.

FURTHER ASSURANCES

8. The parties hereto covenant and agree to make, execute and deliver any and all further assurances or other documents necessary to give full effect to the meaning and intent of this Agreement.

ENUREMENT

9. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS of this Agreement, the parties have executed and delivered this Agreement as of the date given above.

QUARTERBACK RESOURCES INC.

“Colin Campbell”

PER: “Erwin Wong”

COLIN CAMPBELL

AUTHORIZED SIGNATORY

SCHEDULE "A"

The services that the Consultant provides to the Company pursuant to Section 1.1 of the Agreement include:

- A.** raising public awareness of the Company through dissemination of the Company's news releases and referrals to the Company's website disclosure and public disclosure record;
- B.** Assisting the Company with public disclosure of its business information; and
- C.** Such other services as may be mutually agreed upon by the Company and the Consultant.