

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is entered into as of January 20, 2026 (the "Effective Date").

PARTIES

This Agreement is by and between:

- (1) **Ares Capital Markets Group, LLC.**, a Florida corporation, doing business as **Ares Capital Markets Group (ARES CMG)**, with its principal place of business at 6151 Via Venetia N, Delray Beach, FL 33484 ("Consultant"); and
- (2) **VR Resources Ltd.** (VRRCF/VRR-TSX), with its place of 1500 - 409 Granville Street Vancouver, BC V6C 1T2, (referred to as "**VR Resources Ltd.** (VRRCF/VRR-TSX)"). Consultant and Company may be referred to collectively as the "Parties" or individually as a "Party".

RECITALS

A. Company desires to engage Consultant to provide certain consulting, investor relations, and market awareness services as described in Appendix A (the "Services").

B. Consultant has experience providing such services to private and publicly held companies.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SERVICES

1.1 Services. Consultant will provide the Services described in Appendix A during the Term.

1.2 Cooperation by Company. Company will provide timely access to information, personnel, and materials reasonably necessary for Consultant to perform the Services. Consultant will not be responsible for any delay or failure caused by Company's delay or failure to provide such cooperation. Company represents and warrants that information it provides to Consultant will be true and accurate in all material respects as at the date of such information.

1.3 Approval of Materials. Company will have final approval over any press releases, public statements, investor-facing content, or other outward communications prepared by Consultant. Consultant will not publish or distribute Company-specific content without Company's prior approval (email approval is sufficient).

BROKER-DEALER / INVESTMENT ADVISER DISCLAIMER. Company and Consultant acknowledge that Consultant is not a registered or unregistered broker-dealer, investment bank, or investment adviser.

Consultant will not effect transactions in securities, solicit the purchase or sale of securities for compensation, negotiate securities transactions, or provide investment advice or recommendations. Consultant's activities under this Agreement are limited to the Services described in Appendix A, all of which shall be provided by the Consultant in accordance with applicable laws and stock exchange policies.

NO LEGAL OR COMPLIANCE SERVICES. Company acknowledges that Consultant does not provide legal advice or securities law compliance services. Company is responsible for consulting its own counsel and advisers regarding applicable securities laws, exchange rules, and disclosure requirements. Nothing in this Agreement creates an attorney-client relationship.

2. TERM

Term. The term of this Agreement (the "Term") begins on the Effective Date and continues for approximately two (2) months until March 31, 2026, renewable at the option of the Company for a second two-month term to commence April 1, 2026, and end May 31, 2026. For general clarity, the parties intend a total engagement of approximately four (4) months, structured as an initial two (2) month term with the Company's option to renew for an additional two (2) month term, subject to applicable disclosure requirements.

3. COMPENSATION

3.1 Fee. In general, for clarity, the parties anticipate total compensation to the Consultant of US\$ 360,000, structured as US\$180,000 for the first two-month term US\$180,000 for the following two month term. More specifically, for clarity, the Company will pay the Consultant a consulting fee in the total amount of One Hundred and Eighty Thousand United States Dollars (USD \$180,000) (the "Fee"). The Fee is earned upon receipt and is non-refundable. For greater certainty, the Fee is the sole fee payable by the Company to the Consultant as consideration for the Services. Except as the Company may approve in advance in writing, the Consultant shall be solely responsible for all costs, expenses and disbursements incurred in connection with the performance of the Services.

3.2 Payment Timing. The Fee is due in full upon execution of this Agreement, unless the Parties agree in writing to a different payment schedule.

4. OWNERSHIP; WORK PRODUCT

4.1 Deliverables. Upon full payment of the Fee, the Company will own all right, title, and interest in and to deliverables created specifically for Company as part of the Services (the "Deliverables").

4.2 Consultant Materials. Consultant retains all right, title, and interest in and to its pre-existing materials, templates, methodologies, processes, know-how, and general skills used to provide the Services ("Consultant Materials"). To the extent Consultant Materials are incorporated into any

Deliverables, Consultant grants Company a non-exclusive, royalty-free, non-transferable license to use such Consultant Materials solely for Company's internal business purposes.

5. CONFIDENTIALITY

5.1 Confidential Information. "Confidential Information" means any non-public information disclosed by or on behalf of a Party (the "Disclosing Party") to the other Party (the "Recipient"), whether orally, visually, in writing, or electronically, that relates to the Disclosing Party's business, operations, plans, financials, customers, contracts, technology, or strategies, including any analyses, compilations, studies, or materials prepared by the Recipient that contain or reflect such information. Confidential Information does not include information that (a) is or becomes publicly available through no breach by Recipient, (b) was lawfully known to Recipient prior to disclosure, or (c) is independently developed by Recipient without use of the Confidential Information.

5.2 Protection and Use. Recipient will protect Confidential Information using at least a commercially reasonable degree of care, will use Confidential Information only as necessary to perform under this Agreement, and will not disclose Confidential Information except to its employees, contractors, and professional advisers who have a need to know and are bound by confidentiality obligations no less protective than those herein.

5.3 Required Disclosure. Recipient may disclose Confidential Information to the extent required by law or the policies of any stock exchange having jurisdiction, regulation, or valid legal process, provided that (to the extent legally permitted) Recipient gives Disclosing Party prompt notice and reasonable cooperation to seek protective treatment.

5.4 Return/Destruction. Upon written request by the Disclosing Party, Recipient will promptly return or destroy the Disclosing Party's Confidential Information, except that Recipient may retain one archival copy solely for legal/compliance purposes.

6. INDEPENDENT CONTRACTOR; NO PARTNERSHIP

6.1 Independent Contractor. Consultant is an independent contractor and is not an employee, agent, joint venturer, or partner of Company. Consultant has no authority to bind Company. Consultant is responsible for all taxes and withholdings related to amounts paid under this Agreement.

7. LIMITATION OF LIABILITY; INDEMNIFICATION

7.1 Limitation of Liability. Except for liability arising from a party's intentional misconduct, bad faith, or criminal acts, each party's total aggregate liability under this Agreement will not exceed the amount of the Fee actually paid to Consultant. In no event will either Party be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement.

7.2 Indemnification by Company. Company will indemnify, defend, and hold harmless Consultant and its officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) Company-provided information or content that is untrue or misleading in any material respect, (b) Except in connection with the Services, the Company's violation of applicable securities laws, exchange rules, or disclosure obligations, or (c) Company's gross negligence or willful misconduct; except to the extent finally determined to have been caused by Consultant's willful misconduct.

7.3 Indemnification by Consultant. Consultant will indemnify, defend, and hold harmless Company and its officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of Consultant's negligence, willful misconduct or criminal acts.

7.4 Indemnification Procedure. The indemnified Party will promptly notify the indemnifying Party of any claim for which indemnification is sought, provide reasonable cooperation at the indemnifying Party's expense, and allow the indemnifying Party to control the defense and settlement; provided that no settlement imposing an admission of fault or non-monetary obligation on the indemnified Party may occur without the indemnified Party's prior written consent (not to be unreasonably withheld).

8. TERMINATION

8.1 Termination by Consultant. Consultant may terminate this Agreement immediately upon written notice if (a) Company fails to make any payment when due, (b) Company materially provides false or misleading information, (c) Company engages in conduct that materially damages or is reasonably likely to materially damage Consultant's reputation, or (d) Company becomes insolvent.

8.2 Termination by Company. Company may terminate this Agreement for convenience upon written notice to Consultant.

8.3 Effect of Termination. Upon termination, Consultant will cease performing Services on a prospective basis. Termination will not affect (a) any obligations accrued prior to termination, or (b) the Parties' rights or remedies for breach.

9. GOVERNING LAW; DISPUTE RESOLUTION

9.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the province of British Columbia, Canada, without regard to conflict-of-law rules.

9.2 Any dispute, controversy, or claim arising out of or relating to this Agreement will be finally resolved by binding arbitration administered by the Vancouver International Arbitration Centre, in Vancouver, British Columbia, in accordance with its International Commercial Arbitration Rules. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

9.3 Injunctive Relief; Fees. Either Party may seek temporary or preliminary injunctive relief in a court of competent jurisdiction in British Columbia, to prevent irreparable harm pending arbitration. The prevailing Party in any arbitration or court proceeding to enforce an award will be entitled to recover reasonable attorneys' fees and costs.

10. GENERAL PROVISIONS

10.1 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets.

10.2 Entire Agreement; Amendment. This Agreement, including Appendix A, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements and understandings. Any amendment must be in writing and signed by both Parties.

10.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

10.4 Notices. Notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified mail (return receipt requested), or email (with confirmation of receipt) to the addresses set forth in the Parties section (or as later designated by notice).

10.5 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts (including electronic counterparts), each of which will be deemed an original and together constitute one instrument. Electronic signatures will be deemed original signatures.

10.6 Regulatory Acceptance. This Agreement and the obligations of the Parties hereunder is subject to acceptance by the TSX Venture Exchange.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CONSULTANT:

Ares Capital Markets Group, LLC.
d/b/a Ares Capital Markets Group (ARES CMG)

By: *"Rodney Raanan"*
Name: Rodney Raanan
Title: CEO
Date: January 19, 2026

COMPANY:

VR Resources Ltd.

By: *"Michael H. Gunning"*
Name: Michael H. Gunning
Title: President & CEO
Date: January 19, 2026

APPENDIX A
SCOPE OF SERVICES

- Market awareness and buy-side outreach campaigns (email alerts, video, social media, and related distribution), as mutually agreed.
- Strategic counsel and coordination with Company management; high responsiveness for time-sensitive matters.
- Market and trading insights related to Company's stock and relevant sector/peer comparisons.
- Message development: assist management in refining investor positioning and anticipated Q&A.
- Concept, draft, and edit press releases and investor-facing communications (subject to Company approval).
- Recommendations and best practices to identify and engage potential investors.
- Audit of the Company IR website and social platforms; vendor recommendations if needed.
- Investor relations calendar recommendations (conferences, calls, news flow, filings) to keep efforts organized.
- Coordinate with Company's existing IR/PR resources, banking partners, and legal counsel as needed.
- Collateral review: assess investor deck, tear sheet, and related materials.

Wiring Instructions:

[REDACTED WIRE INSTRUCTIONS]