

## CONSULTING AGREEMENT

**THIS AGREEMENT** (the "**Agreement**") is made effective as of the 14 day of April, 2021 (the "**Effective Date**").

**BETWEEN:**

**BENZ CAPITAL CORP.**, a British Columbia corporation, having an office at  
927 Poirier Street, Coquitlam BC, Canada V3J 6C3

(the "**Company**")

**OF THE FIRST PART**

**AND:**

**DAHROUGE GEOLOGICAL CONSULTING LTD.**, having an office  
at Suite 103 – 10183 11<sup>th</sup> Street, Edmonton, Alberta T5K 1M1, Canada

("DAHROUGE")

**OF THE SECOND PART**

**WHEREAS:**

- B. DAHROUGE is a private consulting company employing Jody Dahrouge and other Dahrouge employees ("**Mr. Dahrouge and employees**"), the Sr. Geologist & President, that, through Mr. Dahrouge and employees and its other technical staff, provides geological consulting services required to evaluate a qualified transaction; and
- C. The Company wishes to engage DAHROUGE, and through DAHROUGE, Mr. Dahrouge and employees, to provide the services customary to that of Senior Professional Geologist of a publicly listed company engaged in the business of mineral exploration (the "**Services**") on the terms and conditions of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the material promises and conditions contained in this Agreement, the Company and DAHROUGE agree as follows:

1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:
  - "**Person**" includes an individual, a partnership, a corporation and any other entity or association;
  - "**this Agreement**" and terms such as "**hereof**", "**herein**", and similar expressions means this Agreement, as amended, supplemented or modified in writing from time to time.
2. **Engagement and Period of Engagement.** Effective as of the Effective Date, the Company hereby engages DAHROUGE, and through DAHROUGE, Mr. Dahrouge and employees, to provide the Services to the Company and DAHROUGE hereby accepts the engagement upon the terms and conditions set forth in this Agreement. For greater certainty, it is hereby acknowledged that only Mr. Dahrouge and employees may provide the Services hereunder through DAHROUGE. This Agreement will continue until terminated in accordance with the provisions of this Agreement.

3. **Services.** DAHROUGE will cause Mr. Dahrouge and employees devote a reasonable amount of time (from time to time), to performing the Geological Consulting Services for and on behalf of the Company.
4. **Compensation.** For all Services rendered by DAHROUGE under this Agreement, the Company will pay DAHROUGE the following:
  - (a) **Consulting Fee.** The Company will pay DAHROUGE for the Services and Materials the rates set out in Schedule A (the "**Consulting Fee**") plus applicable GST, payable within 30 days from the time invoice is received.
  - (b) **Increase in Consulting Fee.** The Consulting Fee will be subject to increase to reflect, amongst other things, cost of living increases at such rates as are published by the Bank of Canada, and compensation paid to senior manager consultants in companies similar to the Company.
  - (c) **Bonus.** In addition to the Consulting Fee, DAHROUGE will be entitled to receive such bonuses from the Company as may be determined by the Board of Directors of the Company from time to time.
  - (d) **Expenses.** The Company will reimburse DAHROUGE for all documented reasonable administrative, travel, promotional and other expenses incurred by DAHROUGE in connection with providing the Services under this Agreement.
  - (e) **Stock Options.** Mr. Dahrouge and employees will be entitled to receive such number of incentive stock options as may be determined by the Board of Directors of the Company in its sole discretion.
  - (f) **Audit Rights.** The DAHROUGE agrees that the Company shall have the right to audit the records and procedures of the Dahrouge and its employees for the purpose of verifying relevant costs. Further, the Company shall be entitled to conduct an audit with respect to all invoices submitted to it by the Dahrouge.
5. **Independent Consultant.** DAHROUGE is an independent consulting company, not an employee of the Company. No employment relationship is created by this Agreement. DAHROUGE will report as income all compensation received pursuant to this Agreement and will pay all applicable taxes. The Company will not make deductions from any compensation paid to DAHROUGE pursuant to this Agreement for taxes.
6. **Property of the Company.** DAHROUGE hereby agrees that all Company property, including without limitation, all written information, discs or memory devices and copies thereof, and any other material on any medium furnished to or prepared by DAHROUGE in the course of or incidental to its engagement, pertaining to the Company or its business, or otherwise belonging to the Company, will be promptly returned to the Company upon termination of this Agreement without DAHROUGE retaining any copies or records of same whatsoever.
8. **Confidential Information.**
  - (a) **Confidential Information.** "**Confidential Information**" means all confidential or proprietary facts, data, techniques, material and other information relating to the business of the Company or the Company's interests which may before or after the date hereof be disclosed to DAHROUGE, become known by DAHROUGE or be developed by DAHROUGE, alone or with others, in connection with its engagement by the Company.

- (b) Non-Disclosure of Confidential Information. DAHROUGE acknowledges that all Confidential Information is received, utilized or developed by it in confidence and is the property of the Company. Subject to paragraph 8(c) below, during the term of this Agreement and thereafter, DAHROUGE will not, directly or indirectly: (i) disclose or permit the disclosure of Confidential Information in any manner other than in the course of its engagement with and for the benefit of the Company or as required by law or a regulatory authority having jurisdiction; or (ii) use Confidential Information for its own benefit or permit it to be used for the benefit of any person other than the Company. DAHROUGE will take all reasonable precautions to prevent any person from having unauthorized access to Confidential Information or use of it and, in particular, will not copy, modify or part with any Confidential Information, in whole or in part, except with the written approval of the Company or as may be required to carry out its duties under this Agreement. All copies of Confidential Information, and all documents and electronic or other records which now or hereafter may contain Confidential Information are and will remain the exclusive and absolute property of the Company. DAHROUGE also agrees that it will hold all confidential or proprietary information received by the Company from a third party to which the Company owes an obligation of confidentiality in the strictest confidence and will not use such information for the benefit of anyone other than the Company or the third party without the prior written consent of the Company.
- (c) Permitted Disclosure. Any obligation specified in paragraph 8(b) above will not apply to the following:
- (i) any information that is presently in the public domain;
  - (ii) any information that subsequently becomes part of the public domain through no fault of DAHROUGE; or
  - (iii) any information obtained by DAHROUGE from a third party with a valid right to disclose it, provided that such third party is not under a confidentiality obligation to the Company and the Company is not under a confidentiality obligation to such third party.

9. Termination and Change of Control. Either party may terminate this Agreement at any time by providing 30 days' written notice to the other party and any Consulting Fee and/or other compensation to which DAHROUGE would have been entitled or becomes entitled pursuant to this Agreement will cease on the effective date of the termination of this Agreement.

## 10. General Provisions

- (a) Notice. Any notice or communication required or permitted to be given under the Agreement will be in writing and will be considered to have been given if delivered by hand, transmitted by facsimile or e-mail transmission or mailed by prepaid registered post in Canada, to the address set out above or to the or facsimile or e-mail transmission number of each party set out below, or to such other address or facsimile or e-mail transmission number as any party may designate in the manner set out above;

to the Company: e-mail: miloje.vicentijevic@gmail.com

to DAHROUGE: facsimile: 780-439-9789  
e-mail: Jody@dahrouge.com

and any notice or communication will be considered to have been received:

- (i) if delivered by hand, on the date of delivery upon receipt by a responsible representative of the receiver;
  - (ii) if sent by facsimile or e-mail transmission during normal business hours of the recipient, upon the sender receiving confirmation of the transmission, and if not transmitted during normal business hours of the recipient, upon the commencement of next normal business of the receiver; and
  - (iii) if mailed by prepaid registered post in Canada, upon the fifth day following posting; except that, in the case of a disruption or an impending or threatened disruption in postal services every notice or communication will be delivered by hand or sent by facsimile transmission.
- (b) Entire Agreement. This Agreement constitutes the entire agreement to date between the parties hereto and supersedes every previous agreement, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject matter of this Agreement.
- (c) No Assignment Without Consent. This Agreement may not be assigned by either party hereto except with the prior written consent of the other party.
- (d) Amendment. This Agreement may be amended or supplemented only by a written agreement signed by each party.
- (e) No Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party will not be deemed a waiver of that term, covenant or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right to power for all or any other times.
- (f) Further Assurance. The parties will from time to time after the execution of this Agreement make, do, execute or cause or permit to be made, done or executed, all such further and other acts, deeds, things, devices and assurances in law whatsoever as may be required to carry out the true intention and to give full force and effect to this Agreement.
- (g) Conflict. The parties hereunto agree and acknowledge that this Agreement has been prepared by the Company that offers no legal advice to DAHROUGE and that the Company have requested that DAHROUGE seek and obtain independent legal advice in connection with the review and execution of this Agreement, if required.
- (h) Enurement. This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.
- (i) Headings. In this Agreement, inserting headings are for convenient reference only and will in no way define, limit, construe or describe the scope or intent of this Agreement nor in any way affect this Agreement.
- (j) Partial Invalidity. If any term of this Agreement is partially or wholly invalid or unenforceable, the remainder of this Agreement will not be affected and each remaining term will be separately valid and enforceable.
- (k) Governing Law and Jurisdiction. This Agreement will be governed and construed in accordance with the laws and courts prevailing in the Province of British Columbia and the federal laws of Canada applicable therein. The parties agree that the courts of British Columbia will have the

exclusive jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. Each party attorns to the exclusive jurisdiction of the courts of British Columbia.

- (1) Counterparts. This Agreement may be signed by facsimile, pdf email attachment or original and executed in any number of counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

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

**BENZ CAPITAL CORP.**

By:

*"Miloje Vicentijevic"*

\_\_\_\_\_  
Miloje Vicentijevic

**DAHROUGE GEOLOGICAL  
CONSULTING LTD.**

By:

*"Jody Dahrouge"*

\_\_\_\_\_  
Jody Dahrouge

## Schedule A to Consulting Agreement

| <b>Personnel</b>                              | <b>Rate (CDN)</b>                 |
|---|-----------------------------------|
| Student Geologist                             | \$45 per hour                     |
| Junior Geologist / Exploration Geologist      | \$59 - 69 per hour                |
| Project Geologist                             | \$69 – 80 per hour                |
| Resource Geologist                            | \$90 – 140 per hour               |
| Senior Geologist / Manager                    | \$80 – 140 per hour               |
| Staff Overhead (general equipment & software) | \$2 per workhour                  |
| <b>Other Costs</b>                            |                                   |
| Disbursements                                 | Cost plus 10%                     |
| <b>Software</b>                               |                                   |
| Geovia GEMS                                   | TBD                               |
| MAPTEK Vulcan                                 | \$65 per hour                     |
| Leapfrog (not including EDGE)                 | \$40 per hour or \$2600 per month |
| <b>Travel expenses</b>                        |                                   |
| Flights, accommodation                        | Cost plus 10%                     |
| Per diem                                      | \$70 per day                      |