

EXECUTIVE CONSULTING AGREEMENT

THIS AGREEMENT (the "Agreement") is made effective as of June 1, 2021 (the "Effective Date").

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 (email: dtopolewski@cdmcp.com)

(the "Company")

AND:

LUNDY MANAGEMENT LTD., having a business office located at 2702-1128 Alberni St., Vancouver, BC, V6E 4R6

(the "Consultant")

WHEREAS:

- A. The Consultant is in the business of providing certain corporate consulting services and has agreed to provide the services of Stephen Swatton ("Swatton") to act in the capacity of Chief Executive Officer ("CEO") of the Company to provide advice and recommendations regarding the Company's overall business strategy and future direction; and
- B. The Company wishes to engage the Consultant to provide the Services (as defined herein) pursuant to the terms of this Agreement, and the Consultant wishes to accept such engagement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant (each, a "Party" and, together, the "Parties") covenant and agree as follows:

SERVICES AND DUTIES OF THE CONSULTANT

1.1 Effective as of the Effective Date, the Company hereby engages the Consultant to provide the personal services of Swatton to perform the duties and functions customarily performed by, and have all the responsibilities customary to the roles of CEO of the Company as are described in Schedule "A" to this Agreement (collectively, the "Services"), and such other duties reasonably related thereto as may be assigned by the Company from time to time, and the Consultant hereby accepts such engagement by the Company on the terms and subject to the conditions set forth in this Agreement.

1.2 It is hereby acknowledged by the Parties that in the event the Consultant wishes to provide a person other than Swatton to provide the Services hereunder, such person must first be approved by the Board of Directors (the "Board") of the Company, in writing, which approval may be denied for any reason whatsoever.

(Hereafter, where applicable, any reference to “Consultant” shall be deemed to include a reference to Swatton.)

| COMPENSATION OF THE CONSULTANT

2.1 As consideration for the provision of the Services by the Consultant, the Company and the Consultant agree to the compensation set out in in Schedule “B” to this Agreement.

2.2 The Company shall reimburse the Consultant for all documented reasonable travelling and other expenses incurred by the Consultant in connection with providing the Services under this Agreement, such reimbursement to be made in accordance with, and subject to, the policies and/or guidelines of the Company from time to time. The Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing the Services.

2.3 The Company shall use commercially reasonable efforts to provide and maintain directors’ and officers’ liability insurance coverage of at least \$2,000,000 and it shall list Swatton under any such policies.

| OBLIGATIONS OF THE CONSULTANT

3.1 The Consultant shall exercise the power and authorities, and fulfil the duties and responsibilities hereby conferred upon it, honestly, in good faith and in the best interests of the Company, shall perform the Services in a sound and professional manner such that the same meets industry standards of performance quality or as set by the specifications of the Company, and shall conduct itself in accordance with the charter documents and articles of the Company, policies of the Company, applicable law and the rules and policies of each stock exchange or quotation service upon which securities of the Company may be listed or quoted from time to time. When requested by the Company, the Consultant shall advise the Company of any particular compliance issues affecting any of the Services for which the Consultant has been engaged.

3.2 The Consultant shall report to the chairman (the “Chairman”) of the Board and will keep the Chairman informed of all matters concerning the Services as requested by the Chairman from time to time.

3.3 The Consultant shall ensure that Swatton devotes sufficient working time, attention and ability in a timely manner to the business of the Company as is reasonably necessary for the proper performance of the Services pursuant to this Agreement.

3.4 The Consultant shall comply with all reasonable endeavours of the Company, industry practice, and law and regulation to ensure that it affords security to information of the Company and that the Consultant, or any persons with whom the Consultant works or with whom the Consultant deals, does not employ information of the Company in any manner contrary to law or fiduciary obligations.

3.5 In the event that the Consultant, Swatton, or any person with whom the Consultant works or with whom the Consultant deals, trades in the Company’s or an affiliate’s securities, then the Consultant shall employ reasonable prudence and good market practice as to such trading and shall effect such in compliance with applicable law.

3.6 The Consultant acknowledges that, as a result of Swatton's position as CEO of the Company and any of its subsidiaries, Swatton is subject to insider trading regulations and restrictions under Canadian securities laws and therefore is required to file insider reports disclosing, among other things, the grant of any stock options or other security based compensation awards as well as the purchase and sale of any common shares or other securities in the capital of the Company. In addition, the Company may from time to time publish trading guidelines and restrictions for its Consultants, consultants, officers and directors as may be considered by the Company, in its discretion, prudent and necessary for a publicly listed company. It is a term of this Agreement that Swatton, through the Consultant, complies with applicable securities laws, the rules and policies of each stock exchange or quotation service upon which securities of the Company may be listed or quoted from time to time and any Company guidelines and restrictions relating to these issues.

| CONFIDENTIALITY

4.1 For the purposes of this Agreement, "**Confidential Information**" means information, whether or not originated by the Consultant, that relates to the business or affairs of the Company, its affiliates, clients, sales personnel or suppliers and is confidential or proprietary to, about or created by the Company, its affiliates, clients or suppliers (whether or not reduced to writing or designated or marked as confidential), including, but not limited to, the following:

- (a) any technical and non-technical information related to the Company's business and current, future and proposed products and services of the Company, including, without limitation, Company Innovations (as defined herein), Company Property (as defined herein) and the Company's information concerning research, development, design and product details and specifications, financial information, procurement requirements, engineering and manufacturing information, and business plans;
- (b) information relating to strategies, research, communications, business plans and financial data of the Company;
- (c) any information of or regarding the Company and its business which is not readily publicly available;
- (d) work product resulting from or related to work or projects performed, or to be performed, for the Company or its affiliates, including, but not limited to, the methods, processes, procedures, analysis, techniques and audits used in connection therewith;
- (e) any intellectual property contributed to the Company, and any other technical and business information of the Company and its affiliates which is of a confidential, trade secret and/or proprietary character;
- (f) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques, methods of obtaining business, forecasts and forecast assumptions and volumes, current and prospective client lists, and future plans and potential strategies of the Company that have been or are being discussed;
- (g) information belonging to third parties or which is claimed by third parties to be confidential or proprietary and which the Company has agreed to keep confidential; and

- (h) any other information that becomes known to the Consultant as a result of this Agreement or the services performed hereunder, including information received by the Company from others, that the Consultant, acting reasonably, believes is confidential information or that the Company takes measures to protect.

4.2 The Consultant's obligations under this Section 4 do not apply to any Confidential Information that the Consultant can demonstrate: (i) was in the public domain at or subsequent to the time the Confidential Information was communicated to the Consultant by the Company through no fault of the Consultant; (ii) was rightfully in the Consultant's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to the Consultant by the Company; or (iii) was independently developed by the Consultant without use of, or reference to, any Confidential Information communicated to the Consultant by the Company. A disclosure of any Confidential Information by Consultant in response to a valid order by a court or other governmental body or as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that the Consultant provides prompt prior written notice thereof to the Company to enable the Company to seek a protective order or otherwise prevent the disclosure

4.3 The Consultant acknowledges that the Confidential Information is a valuable and unique asset of the Company and that the Confidential Information is and will remain the exclusive property of the Company. The Consultant agrees to maintain securely and hold in strict confidence all Confidential Information received, acquired or developed by the Consultant or disclosed to the Consultant as a result of or in connection with the Services. The Consultant agrees that, both during and after the termination of this Agreement, the Consultant will not, directly or indirectly, divulge, communicate, use, copy or disclose or permit others to use, copy or disclose, any Confidential Information to any person, except as such disclosure may be consented to by prior written authorization of the Board.

4.4 The Consultant may use the Confidential Information solely to perform the Services for the benefit of Company. The Consultant shall treat all Confidential Information with the same degree of care as the Consultant accords to the Consultant's own confidential information, but in no case shall the Consultant use less than reasonable care. The Consultant shall immediately give notice to the Company of any unauthorized use or disclosure of the Confidential Information. The Consultant shall assist the Company in remedying any unauthorized use or disclosure of the Confidential Information.

4.5 All Confidential Information and any materials and items (including, without limitation, software, equipment, tools, artwork, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) that the Company furnishes to the Consultant, whether delivered to the Consultant by the Company or made by the Consultant in the performance of the Services, and whether or not they contain or disclose Confidential Information (collectively, the "Company Property"), are the sole and exclusive property of the Company or the Company's affiliates, suppliers or customers. The Consultant agrees to keep all Company Property at the Consultant's premises unless otherwise permitted in writing by the Company, and will treat the Company Property with the same degree of care as the Consultant treats its own property, but in no case shall the Consultant use less than reasonable care. Within five days after any request by the Company, the Consultant shall destroy or deliver to the Company, at the Company's option: (a) all Company Property and (b) all materials and items in the Consultant's possession or control that contain or disclose any Confidential Information. The Consultant will provide the Company a written certification of the Consultant's compliance with the Consultant's obligations under this Section 4.5.

4.6 During the term of this Agreement, the Consultant will not accept work, enter into a contract or accept an obligation inconsistent or incompatible with the Consultant's obligations, or the scope of

the Services to be rendered for Company, under this Agreement. The Consultant warrants that, to the best of the Consultant's knowledge, there is no other existing contract or duty on the Consultant's part that conflicts with or is inconsistent with this Agreement.

4.7 The Consultant represents and warrants that the Consultant has not used and will not use, while performing the Services, any materials or documents of another company which the Consultant is under a duty not to disclose. The Consultant understands that, while performing the Services, the Consultant shall not breach any obligation or confidence or duty the Consultant may have to any current or former client or employer. The Consultant represents and warrants that it will not, to the best of the Consultant's knowledge and belief, use or cause to be incorporated in any of the Consultant's work product, any data software, information, designs, techniques or know-how which the Consultant or the Company does not have the right to use.

4.8 The Consultant will indemnify and hold harmless the Company from and against any and all third party claims, suits, actions, demands and proceedings against the Company and all losses, costs, damages, expenses, fees and liabilities related thereto arising out of or related to: (i) an allegation that any item, material or other deliverable delivered by the Consultant under this Agreement infringes any intellectual property rights or publicity rights of a third party, (ii) an alleged breach by the Consultant of any agreement between the Consultant and any third party, or (ii) any negligence by the Consultant or any other act or omission of the Consultant, including, without limitation, any breach of this Agreement by the Consultant.

DISCLOSURE AND ASSIGNMENT OF WORK RESULTING FROM PROVISION OF SERVICES

5.1 In this Agreement, "**Innovations**" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress. "**Company Innovations**" means Innovations that: (i) result or derive from the provision of the Services or from the Consultant's knowledge or use of Confidential Information; (ii) are conceived or made by the Consultant (individually or in collaboration with others) in the course of provision of the Services; (iii) result from or derive from the use or application of the resources of the Company, its affiliates or suppliers; (iv) relate to the business of the Company or to actual or demonstrably anticipated research and development by the Company or its affiliates; or (v) the Consultant, solely or jointly with others, creates, derives, conceives, develops, makes or reduces to practice during the Term and that derive from the provision of the Services or from the Consultant's knowledge or use of Confidential Information.

5.2 All Company Innovations shall be the exclusive property of the Company and the Company shall have sole discretion to deal with Company Innovations. The Consultant agrees that no intellectual property rights in the Company Innovations are or shall be retained by the Consultant. For greater certainty, all work done during the Term by the Consultant for the Company or its affiliates is the sole property of the Company or its affiliates, as the case may be, as the first author for copyright purposes and in respect of which all copyright shall vest in the Company or the relevant affiliate, as the case may be.

5.3 The Consultant agrees to maintain adequate and current records of all Company Innovations, which records shall be and remain the property of the Company. The Consultant agrees to promptly disclose and describe to the Company all Company Innovations. The Consultant hereby does and will

irrevocably assign to the Company or the Company's designee all of the Consultant's right, title and interest in and to any and all Company Innovations and all associated records.

5.4 In consideration of the benefits to be received by the Consultant under the terms of this Agreement, the Consultant hereby irrevocably sells, assigns and transfers, and agrees in the future to sell, assign and transfer all right, title and interest in and to the Company Innovations and intellectual property rights therein, including, without limitation, all patents, copyright, industrial design, circuit topography and trademarks, and any goodwill associated therewith in Canada, the United States, and worldwide to the Company and the Consultant shall hold all the benefits of the rights, title and interest mentioned above in trust for the Company prior to the assignment to the Company, save and except for any moral rights which the Consultant shall waive. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by the Consultant to the Company, the Consultant hereby grants to the Company an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, the Company Innovations. To the extent any of the rights, title and interest in and to the Company Innovations can neither be assigned nor licensed by the Consultant to the Company, the Consultant hereby irrevocably waives and agrees never to assert the non-assignable and non-licensable rights, title and interest against the Company, any of the Company's successors in interest, or any of the Company's customers.

5.5 The Consultant agrees to perform, during and after the Term, all acts that the Company deems necessary or desirable to permit and assist the Company, at the Company's expense, in obtaining, perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations as provided to the Company under this Agreement. If the Company is unable for any reason to secure the Consultant's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Company Innovations as provided under this Agreement, the Consultant hereby irrevocably designates and appoints the Company and the Company's duly authorized officers and agents as the Consultant's agents and attorneys-in-fact to act for and on the Consultant's behalf and instead of the Consultant to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights in, to and under the Company Innovations, all with the same legal force and effect as if executed by the Consultant. The foregoing is deemed a power coupled with an interest and is irrevocable.

5.6 If the Consultant incorporates or permits to be incorporated any Innovations relating in any way, at the time of conception, reduction to practice, creation, derivation, development or making of the Innovation, to the Company's business or actual or demonstrably anticipated research or development but which were conceived, reduced to practice, created, derived, developed or made by the Consultant (solely or jointly) either unrelated to the Consultant's work for Company under this Agreement or prior to the Effective Date (collectively, the "Out-of-Scope Innovations") into any of the Company Innovations, then the Consultant hereby grants to the Company and the Company's designees a royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to the Out-of-Scope Innovations. Notwithstanding the foregoing, the Consultant agrees that the Consultant shall not incorporate, or permit to be incorporated, any Innovations conceived, reduced to practice, created, derived, developed or made by others or any Out-of-Scope Innovations into any Company Innovations without the Company's prior written consent.

NON-INTERFERENCE WITH BUSINESS

6.1 The Consultant agrees that, during the Term, the Consultant will not, on the Consultant's own behalf or on behalf of or in connection with any third party, directly or indirectly, in any capacity whatsoever, including as an employer, Consultant, principal, agent, director, officer, joint venturer, partner, shareholder or other equity holder, lender or other debt holder, independent contractor, licensor, licensee, franchisor, franchisee, distributor, consultant, financier, supplier or trustee, or by or through any company, cooperative, partnership, trust, unincorporated association or otherwise, anywhere in North America, or anywhere else worldwide, canvass, promote or solicit the business of (or procure or assist the canvassing, promotion or soliciting of the business of) any customer, prospective customer or supplier of the Company to supply or purchase any goods or services that are substantially the same as or in competition with goods or services supplied in the business of the Company.

6.2 The Consultant agrees not to enter into any contract or other arrangement with respect to the provision of services similar to the Services with any individual, company or other entity of any kind whatsoever that carries on, or is involved with, a business similar to the business of the Company, without giving prior written notice thereof to the Company. The Consultant expressly agrees that all of the terms of this Agreement, including of Section 4 (Confidentiality), will continue to remain in force following the giving of any such notice.

6.3 During the Term, and for a period of one year following the termination or expiration of this Agreement, the Consultant agrees not to solicit or induce any customer, prospective customer, supplier, sales personnel, Consultant or independent contractor involved with the Company to terminate or breach any employment, contractual or other relationship with Company, or to otherwise discontinue or alter such third party's relationship with the Company.

6.4 During the Term, and for a period of one year following the termination or expiration of this Agreement, the Consultant agrees not to, on the Consultant's own behalf or on behalf of or in connection with any third party, directly or indirectly, in any capacity whatsoever, engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including without limitation the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the Company or any of its affiliates, officers, directors, Consultants, consultants or advisors.

TERM AND TERMINATION

7.1 This Agreement will commence on the Effective Date and will continue for one (1) year (the "Term"), unless terminated in accordance with Section 7.3 or renewed in accordance with Section 7.2.

7.2 This Agreement will be automatically renewed at the end of each Term for a subsequent (1) one year term, on terms to be mutually determined by the Parties, unless terminated in accordance with Section 7.3.

7.3 Notwithstanding Section 7.1 or Section 7.2, this Agreement may be terminated at any time as follows:

- (a) without cause by the Consultant at any time on giving the Company not less than three (3) months prior notice of such termination provided that the Company may waive or abridge any notice period specified in such notice, in its absolute discretion;
- (b) with cause by the Consultant without notice in the event that the the Company commits any material breach of this Agreement which breach is not remedied within thirty (30) days after notice to the Consultant of such breach. For the purposes hereof, a material breach by the Company will mean failure of the Company to comply with any covenant provided in this Agreement or any other material, written agreement with the Consultant, including, for greater certainty, any failure by the Company to make a payment to the Consultant. In the event the Consultant terminates this Agreement in accordance with this section 7.3(b) the Company shall pay the Consultant severance in an amount equal to one (1) year of the base salary in effect at the time of termination and any unvested incentive options shall immediately vest to the Consultant;
- (c) without cause by the Company at any time on giving notice to the Consultant specifying the date of termination. In the event the Company terminates this Agreement in accordance with this section 7.3(c) the Company shall pay the Consultant severance in an amount equal to one (1) year of the base salary in effect at the time of termination and any unvested incentive stock options shall immediately vest to the Consultant and it will be conditional upon the Consultant executing and delivering to the Company a full and final release of the Company, in the form provided by the Company, in respect of the Consultant's engagement;
- (d) with cause by the Company without notice in the event that the Consultant: (i) breaches any material term of this Agreement, (ii) is grossly negligent in carrying out its duties under this Agreement, (iii) engages in any conduct which is dishonest, or damages the reputation or standing of the Company, (iv) is convicted of any criminal act, (v) engages in any act of moral turpitude, (vi) files a voluntary petition in bankruptcy, or (vii) is adjudicated as bankrupt or insolvent, provided that in the case of (i) the Company shall first provide notice to the Consultant of the alleged breach and the Consultant shall have a period of 7 days to cure such breach;
- (e) the Consultant may terminate the Agreement at any time upon the occurrence of a Change of Control (as defined herein), with such occurrence being upon notice in writing from the Consultant to the Company any time within three (3) months following the Consultant first becoming aware of the occurrence of a Change of Control. In such event, the Company shall provide, and the Consultant shall be entitled to receive: (a) a payment in an amount equal to two (2) years of the Consultant's then base salary at the date of termination. Such payment will be payable within thirty (30) days of termination and (b) the immediate vesting of any and all unvested incentive stock options;
- (f) notwithstanding any other provision in this Agreement, if within 12 months following a Change of Control of the Company (as defined herein), (i) the Agreement is terminated by the Company without Good Cause or, (ii) the Consultant resigns with or without Good Cause, then in either case, he will receive as severance an amount equal to two (2) years of the Consultant's then base salary;
- (g) in the event that the Consultant should no longer be able to provide the Services, including upon death of the Consultant; and

(h) the Parties by mutual agreement.

7.4 Upon termination of this Agreement for any reason, the Consultant shall promptly deliver the following in accordance with the directions of the Company:

- (a) all documents pertaining to the Company or this Agreement, including, but not limited to, all Confidential Information, books of account, correspondence and contracts; and
- (b) all equipment and any other property belonging to the Company.

7.5 For the purposes of Section 7 “**Change of Control**” means the happening of any of the following events: (A) any transaction pursuant to which the Company goes out of existence (except for bankruptcy or insolvency); (B) any transaction pursuant to which any person or any associate or affiliate of such person and any person acting jointly or in concert with such person (within the meaning of the *Securities Act* (British Columbia)) (other than the Company or a subsidiary of the Company), hereafter acquires the direct or indirect “beneficial ownership” (as such term is defined in the *Business Corporations Act* (British Columbia)) of securities of the Company representing 50% or more of the aggregate votes of all of the Company’s then issued and outstanding securities; (C) the sale of all or substantially all of the Company’s assets to a person other than a person that is an affiliated entity; (D) the dissolution or liquidation of the Company except in connection with the distribution of assets of the Company to one or more persons which were affiliated entities prior to such event; or (E) the occurrence of a transaction requiring approval of the Company’s shareholders involving the acquisition of the Company by an entity through purchase of assets, by amalgamation, reverse takeover or otherwise;

| GENERAL PROVISIONS

8.1 Except as provided in this Agreement, this Agreement constitutes the entire agreement to date between the Parties 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.

8.2 The Schedules attached hereto form an integral part of this Agreement.

8.3 The Consultant acknowledges that the restrictions contained in Sections 4, 5 and 6 are, in view of the nature of the business of the Company, reasonable and necessary to protect the legitimate interests of the Company, that the Company would not have entered into this Agreement in the absence of such restrictions and that any violation of any provision of those Sections could result in irreparable injury to the Company. The Consultant agrees that, in the event it violates any of the restrictions referred to in Sections 4, 5 or 6, the Company shall be entitled to such injunctive relief or other remedies at law or in equity which the Court deems fit.

8.4 The Consultant expressly acknowledges that this Agreement is reasonable and valid in all respects and irrevocably waives (and irrevocably agrees not to raise) as a defence any issue of reasonableness in any proceeding to enforce any provision of this Agreement, the intention of the Parties being to provide for the legitimate and reasonable protection of the interests of the Company by providing, without limitation, for the broadest scope, the longest duration and the widest territory allowable by law.

8.5 Each Party will be responsible for all of its own expenses, legal and other professional fees, disbursements, and all other costs incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and all documents and instruments relating hereto. The Parties agree that they have had adequate opportunity to seek independent legal and tax advice with respect to the subject matter of this Agreement, and have either obtained such advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such legal or tax advice.

8.6 The Parties shall 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.

8.7 This Agreement may not be assigned by either Party without the prior written consent of the other Party.

8.8 This Agreement may be amended or supplemented only by a written agreement signed by all Parties.

8.9 The Company and the Consultant each acknowledge and agree that the only relationship of the Consultant to the Company created by this Agreement shall for all purposes be that of an independent contractor, and all persons employed or engaged by the Consultant in connection herewith shall for all purposes be considered to be employed or engaged, as applicable, by the Consultant and not by the Company. The Company shall have no obligation whatsoever to pay or compensate the Consultant and/or any representative thereof for benefits that the Company may make available to its Consultants from time to time, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits, contributions to any pension plan, employment insurance or withholding taxes, nor provide any other contributions or benefits, which might be expected in an employer / Consultant relationship on behalf of the Consultant, or for taxes of any kind whatsoever, with the exception of GST, that arise out of or with respect to any fee, remuneration or compensation provided to the Consultant under this Agreement or holding any position with the Company. The Consultant shall fully indemnify and hold harmless the Company from and against all assessments, claims, liabilities, costs, expenses and damages that the Company and/or any of its affiliated companies may suffer or incur with respect to any amount which a competent government authority determines should have been deducted by the Company from compensation payable to the Consultant.

8.10 Swatton acknowledges and consents to the release by the Company of certain information regarding Swatton, including the business name, address, telephone number and the terms of this Agreement, in compliance with applicable corporate and securities regulatory policies, to securities authorities, the Exchange and the public as required by law. The purpose of the collection of the information is to ensure the Company and its advisors shall be able to obtain the information required to be provided in documents required to be filed with the Exchange and with applicable securities commissions and the shareholders of the Company as required under applicable corporate and securities laws. In addition, Swatton acknowledges and consents to the collection, use and disclosure of all such personal information by the Exchange and other regulatory authorities in accordance with their requirements, including the provision to third party service providers.

8.11 In this Agreement:

- (a) any notice or communication required or permitted to be given under the Agreement shall be in writing and shall be considered to have been given if delivered by hand,

transmitted by e-mail transmission or mailed by prepaid registered post, to the address or e-mail address of each Party set out as follows:

(i) to the Company, at:

550 – 800 West Pender Street
Vancouver, BC V6C 2V6
Attention: Corporate Secretary
E-mail: dtopolewski@cdmcp.com

(ii) to the Consultant, at:

Lundy Management Ltd.
Vancouver, BC, V6E 4R6
Attention: Stephen Swatton
E-mail: steveswatton@mac.com

(b) any notice or communication shall 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 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 day of the receiver; and
- (iii) if mailed by prepaid registered post, 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 shall be delivered by hand or sent by facsimile transmission.

8.12 Time shall be of the essence of this Agreement.

8.13 This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective heirs, executors, administrators and permitted assigns.

8.14 All payments required to be made pursuant to the provisions of this Agreement and all money amount references contained herein are in lawful currency of Canada.

8.15 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and applicable Canadian law and shall be treated in all respects as a British Columbia contract. The Parties agree that the courts of British Columbia shall 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.

8.16 If any term of this Agreement is partially or wholly invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining term shall be separately valid and enforceable.

8.17 In this Agreement, using separate Parts and inserting headings are for convenient reference only and shall in no way define, limit, construe or describe the scope or intent of this Agreement nor in any way affect this Agreement.

8.18 Sections 4, 5 and 6 shall survive and remain in force notwithstanding the expiration or other termination of this Agreement for any reason whatsoever. Any expiration or termination of this Agreement shall be without prejudice to any rights and obligations of the Parties arising or existing up to the effective date of such expiration or termination, or any remedies of the Parties with respect thereto.

8.19 This Agreement may be signed by facsimile, pdf e-mail attachment or original and executed in any number of counterparts, and each executed counterpart shall be considered to be an original. All executed counterparts taken together shall constitute one agreement.

[The remainder of this page left intentionally blank.]

Schedule "A"

SERVICES

Defined terms used but not otherwise defined in this Schedule A have the meaning ascribed thereto in the Executive Consulting Agreement dated effective June 1, 2021 between the Consultant, Swatton (the "CEO") and CopperCorp Resources Inc. (the "Company") of which this Schedule A forms part.

1. The CEO role includes but is not limited to:

A. Leadership

The CEO is responsible for executive leadership and overall day-to-day management of the Company. The CEO is responsible for the implementation of policies, directives and resolutions adopted by the board of directors from time to time. The CEO must be able to communicate effectively with the board of directors and management and promote a sense of participation in, and commitment to, the Company. The CEO is expected to be "hands on", accessible, collaborative and resourceful.

The CEO must set goals for the various members of the management team and ensure accountability.

B. Specific Responsibilities

The responsibilities of the CEO include,

- (a) in collaboration with the board, developing and monitoring the Company's strategic direction;
- (b) directing the overall business operations of the Company and taking steps to increase shareholder value;
- (c) ensuring that the board is kept appropriately informed of the overall business operations of the Company and major issues facing the Company;
- (d) having ultimate accountability for the development (with the board) and execution of the strategy and policies of the Company and their communication to the Company's key internal and external stakeholders;
- (e) identifying and assessing key business risks and implementing strategies to mitigate those risks;
- (f) having responsibility for the day-to-day operations of the Company, including the annual planning process, capital and financial management, acquisitions, divestitures, etc., all of which must be accomplished within the strategic framework of the Company approved by the board;
- (g) having responsibility for ensuring the proper discharge of management's duties in relation to financial reporting and disclosure;
- (h) having the responsibility for the employment, compensation, job descriptions, performance assessment, leadership development and succession planning of senior management personnel in order to ensure adequate resources and expertise are available to fulfil the Company's goals; and

- (i) representing the Company to its major stakeholders, including investment and financial communities, governments, customers and the public.

C. Priorities

A key responsibility of the CEO is to identify, assess and determine priorities for the Company, its management and Consultants. These include priorities for improvement of existing operations, growth opportunities and general allocation of financial, management and other resources. In establishing priorities the CEO is guided by determinations of the board. The CEO is responsible for ensuring buy-in by management of priorities that are established. This will require effective communications skills as well as decisiveness and consistency.

D. Scope of Involvement

The CEO must deal with a broad spectrum of matters including international trade, national, regional and local politics, as well as Consultant, investor and customer relations. As a result, the CEO must have a high energy level combined with a total commitment to the Company's interests. The breadth of the CEO's involvement also emphasizes the importance of prioritizing. The CEO is management's representative on the board and must be able to effectively articulate management's vision to the board. Conversely, the CEO is responsible to effectively articulate to management and implement determinations made by the board.

Schedule "B"**COMPENSATION**

Defined terms used but not otherwise defined in this Schedule B have the meaning ascribed thereto in the Executive Consulting Agreement dated effective June 1, 2021 between the Consultant, Swatton (the "CEO") and CopperCorp Resources Inc. (the "Company") of which this Schedule B forms part.

COMPENSATION AND BENEFITS

The Company will pay the CEO a signing bonus of CAD\$100,000 payable on his appointment as CEO.

The CEO's base salary shall be CAD\$112,500 per year plus applicable taxes while acting in a 50% capacity payable commencing on the Effective Date and increase to CAD\$225,000 per year plus applicable taxes at such time the CEO provides the Services on a full-time bases. The Company has the sole discretion to increase the CEO's base salary annually or on some other basis, based on personal and corporate achievements and the overall performance of the Company. The Company will review the base salary payable to the CEO on the anniversary date of this Agreement and may (in its sole discretion) increase the base salary depending on the CEO's performance of the Services and having regard to the financial circumstances of the Company.

The CEO shall be entitled to participate in the Company's stock option plan (the "Plan") or any successors thereto. All grants of stock options made to the CEO shall be made at the discretion of the Board of Directors and shall be made in accordance with and subject to the terms of the Plan and a separate agreement or commitment evidencing the options. All options granted pursuant to this Agreement shall become cancelled and void ninety (90) days after the termination of this Agreement.