EXECUTIVE CONSULTING SERVICES AGREEMENT

This Agreement is effective as of August 1, 2021 (the "**Effective Date**").

BETWEEN:

FAIRCHILD GOLD CORPORATION

9285 203B Street
Langley, BC V1M2L9

(the "**Company**")

-and-

LUIS MARTINS
Rua Mateus Vicente 9-4 D,
Lisbon, 1500-445, PT Portugal

(the "**Consultant**")

Collectively termed the "**Parties**".

RECITALS:

A. The Company is engaged in the business of acquiring, prospecting and analyzing potential mining discoveries (the "**Business**") in Canada and internationally.

B. The Consultant is a professionally accredited Geologist (P.Geo), has extensive expertise in the public markets, and growing start-ups in the Business.

C. The Company wishes to retain the Consultant to provide certain Services (as defined below) to the Company on the terms and conditions contained in this Agreement and subject to conditions set out therein.

D. The Consultant is currently a director, and the chief executive officer ("**CEO**") and the president of the Company;

E. The Consultant has familiarized himself with certain financial and other documents relating to the Company's Business, which the Consultant will participate in updating from time to time.

F. This Agreement replaces and supersedes any and all previous agreements between the Consultant and the Company.

G. This Agreement is valid as of the Effective Date.

NOW THEREFORE IN CONSIDERATION of the mutual promises contained in this Agreement, the parties agree as follows:

1. Services to be Provided

1.1 The Consultant will act as a Director and President and Chief Executive Officer. During the term of this Agreement, the Consultant may be appointed to or resign from one or more executive positions in the Company as normal due course. Any such appointment or resignation shall have no affect to the terms of this Agreement.

1.2 The Consultant will work closely with the Chief Financial Officer of the Company.

1.3 The Consultant will keep the Company informed of all matters concerning the Services as requested by the Company.

1.4 The Consultant will perform the Services to the level of competence and skill one would reasonably expect from other persons who have skills and experience similar to that of the Consultant and will be performed by the Consultant primarily from the Consultant's office and a new corporate office in Vancouver when it is deemed appropriate.

1.5 The Consultant will work on an "as needed" basis with respect to Roadshows required and will co-ordinate directly with the CFO and outside consultants regarding amount and timing of work to be completed.

1.6 Specifically included in the Services will be:

(a) working under the direction and with the support of the Board in designing and implementing the Company's exploration programs for its various projects;

(b) communicating as needed with financing sources;

(c) assisting the Company within the brokerage community in Canada, the USA and overseas as required;

(d) organizing roadshows to enable the company to tell its story to potential investors, brokers, funds, family offices and strategic investors;

(e) assisting the Company with the modification and on-going fine tuning of its business plan;

(f) acting as a Director of the Corporation;

(g) acting as Chief Executive Officer and President of the Corporation; and

(h) initiating and assisting in the detailed analysis of various mergers and acquisition opportunities that are presented to the Company.

1.7 The Consultant will have the following powers and authorities:

a) authorizing the borrowing or the lending of funds of the Company or to pledge, sell or assign any of the assets of the Company or the Business, except in the ordinary course of business;

b) selling, leasing, transferring, mortgaging, pledging or otherwise disposing of assets of the Company or the Business; and

c) co-cheque writing authority with the Chief Financial Officer or other designated administrator of the Company.

2. Remuneration and Expenses (expressed and payable in USD$)

2.1 **Base Fee.** The Company will pay the Consultant as compensation for the Services rendered herein a monthly fee of US$10,000 (the "**Base Fee**") to serve as Director and President and CEO commencing on the Effective Date and continuing through the first six (6) months of the term of the Agreement. The Base Fee will increase to US$12,500 per month commencing on the seventh (7th) month of the Effective Date of this Agreement, and shall continue through the remaining term of the Agreement. The Base Fee plus applicable taxes, will be payable at the beginning of each month upon receipt of the Consultant's invoice for same.

2.2 **Benefits.** The Consultant shall be eligible to participate in all benefit plans and programs offered from time to time by the Corporation to senior employees at the level of the Executive in accordance with the terms and conditions of the particular plans and programs. The Consultant agrees that there is no pension plan or program (registered or otherwise) presently offered by the Corporation. The allowance will be considered a taxable benefit to the Consultant.

2.3 **Vehicle**. The Corporation shall reimburse the Consultant for reasonable personal vehicle rental/lease expenses and costs during the periods when consultant is based in and working in Nevada on behalf of the Corporation.

2.4 **Stock Options**. The Consultant shall be eligible for a significant participation in the Company's stock options plan as may be recommended by the compensation committee and board of directors of the Company.

2.5 **Expenses**. The Company will be responsible for all costs associated with the performance of the Services of the Consultant, and that the Consultant will be reimbursed by the Company for actual out-of-pocket expenses incurred by the Consultant if requested by the Company to travel for the performance of the Services, subject to prior approval by the Company. Travel expenses will consist of airfare, accommodation and meal expenses. Expense reimbursement shall be due immediately upon receipt of invoice. The Company shall provide the Consultant with an expense advance equaling the estimated final out-of-pocket costs prior to work requiring travel if travel is expected to exceed $2,500. Expense advances will be credited toward charges from the final invoice provided by the Consultant to the Company.

3. Term and Termination

3.1 This Agreement will commence on the Effective Date and continue for a term of twenty four (24) months, and will be renewed for a further twenty four (24) months unless notice is provided by either party in writing not less than sixty (60) days prior to the end of the term.

3.2 Notwithstanding paragraph 3.1, this Agreement may be terminated at any time by:

(a) the Consultant, giving at least thirty (30) days' notice in writing to the Company, for personal reasons only and not related to any Force Majeure event, as contemplated in Section 3.4 below;

(b) the Company in its sole discretion, by giving at least thirty (30) days' notice in writing to the Consultant, and by paying the Consultant upon delivery of said notice, the full amount representing twelve (12) months severance to be paid to the Consultant under this Agreement;

(c) the Company at any time and without compensation upon the occurrence of any of the following events of default (each an "**Event of Default**"): (i) the Consultant's commission of an act of fraud, theft or embezzlement or other similar willful misconduct; (ii) the neglect or breach by the Consultant of his material obligations or agreements under this Agreement; or (iii) the Consultant's refusal to follow lawful directives of the Board, provided that notice of the Event of Default has been delivered to the Consultant and provided the Consultant failed to remedy the default within thirty (30) days of the date of delivery of notice of the Event of Default, in such Event of Default without remedy in the delay granted to the Consultant, any compensation that would be remaining outstanding under this Agreement would become null and void;

(d) automatically, upon a Change of Control pursuant to Section 4 herein, being agreed that, in such Change of Control event, the Consultant shall receive the full amount representing twelve (12) months' severance to be paid to the Consultant under this Agreement;

(e) upon termination for any reason, the Consultant will have twelve (12) months to exercise any outstanding stock options and if necessary, in order to remain an eligible person under the Company's stock option plan, remain a consultant to the Company during such twelve (12) month period;

(f) in an event of Force majeure, as contemplated below.

3.3 Upon termination of this Agreement, the Consultant will, upon receipt of all sums due and owing, promptly deliver the following in accordance with the directions of the Company:

(a) a final accounting, reflecting the balance of expenses incurred on behalf of the Company as of the date of termination;

(b) all documents pertaining to the Company or this Agreement, including but not limited to all books of account, correspondence and contracts; and

(c) all equipment and any other property belonging to the Company.

3.4 Force majeure. Should an event of Force Majeure arises, being an outside, irresistible and unpredictable event, forcing the Consultant to quit his position as either Director or President or CEO, it is hereby agreed between the Corporation and the Consultant that the Consultant shall receive the full amount representing twelve (12) months severance to be paid to the Consultant under this Agreement, and any compensation to be received by the Consultant under this Agreement or any rights granted to the Consultant under the Company's Stock Option Plan and/or the Company's Deferred Share Unit

Plan, shall become instantly due, payable or issuable to the Consultant as per the terms of this Agreement.

For the purposes of this Agreement, an event of Force Majeure shall include, but not be limited to, the following events: any potential conflict arising out of corporate activities or directives that could put the Consultant into unnecessary personal legal trouble or harm reputation from public slandering, government restrictions, sanctions that could compromise consultant legally or socially i.e. NGO or negative publicity/personal attacks on integrity in the media or any similar type of outside, irresistible and unpredictable event that may oblige the Consultant to quit his function as director or officer of the Company.

4. Change of Control

4.1 The Company agrees that if there is a Change in Control (as defined below) of the Company, this Agreement shall be deemed to be terminated by the Company and the Company shall immediately pay to the Consultant in one lump sum payment an amount equal to twelve (12) months of Base Fees and any other fees payable under this Agreement (the "**Change of Control Payment**"). The obligation of the Company to pay the Change of Control Payment shall exist if a Change in Control occurs at any time from the Effective Date and for greater certainty including the period of time between the Effective Date and the Commencement Date.

4.2 A "Change in Control" for purposes of this Agreement will be: (i) any change in the holding, direct or indirect, of securities of the Company or of any voting rights attached to any securities of the Company, as a result of which any corporation or other person, or a group of corporations or persons acting in concert, or corporations or persons associated or affiliated with any such corporation, person or group within the meaning of the *Securities Act* (British Columbia), would be entitled to cast more than one-third (1/3rd) of the votes attached to all shares of the Company that may be cast to elect directors of the Company; (ii) any change in the constitution of the members of the board of directors of the Company, such that there is a change in more than fifty percent (50%) of the directors of the Company; (iii) the Company shall consolidate or merge with or into, amalgamate with, or enter into a statutory arrangement with, any other person (other than a subsidiary of the Company) or any other person (other than a subsidiary of the Company) shall consolidate or merge with or into, or amalgamate with or enter into a statutory arrangement with, the Company, and, in connection therewith, all or part of the outstanding voting shares shall be changed in any way, reclassified or converted into, exchanged or otherwise acquired for shares or other securities of the Company or any other person or for cash or any other property; and (iv) the Company shall sell or otherwise transfer, including by way of the grant of a leasehold interest (or one or more of its subsidiaries shall sell or otherwise transfer, including by way of the grant of a leasehold interest), property or assets (A) aggregating more than 50% of the consolidated assets (measured by either book value or fair market value) of the Company and its subsidiaries as at the end of the most recently completed financial year of the Company or (B) which during the most recently completed financial year of the Company generated, or during the then current financial year of the Company are expected to generate, more than 50% of the consolidated operating income or cash flow of the Company and its subsidiaries, to any other person or persons (other than the Company or one or more of its subsidiaries).

5. Confidentiality and Ownership of Property

5.1 "**Confidential Information**" means information, whether or not originated by the Consultant, that relates to the business or affairs of the Company, its affiliates, clients or suppliers and is confidential or proprietary to, about or created by the Company, its affiliates, clients, or suppliers. Confidential Information includes, but is not limited to, the following types of confidential information and other proprietary information of a similar nature (whether or not reduced to writing or designated or marked as confidential):

(a) information related to the Company's technology and business plan which the Company has given the Consultant access to,

(b) work product resulting from or related to work or projects performed for 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;

(c) computer software of any type or form and in any stage of actual or anticipated development, including but not limited to, programs and program modules, routines and subroutines, procedures, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs;

(d) internal Company personnel and financial information, vendor names and other vendor information, purchasing and internal cost information, internal services and operational manuals, and the manner and method of conducting the Company's business;

(e) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and 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;

(f) 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

(g) all information that becomes known to the Consultant as a result of his Retainer that the Consultant, acting reasonably, believes is confidential information or that the Company takes measures to protect.

Confidential Information does not include:

(a) the general skills and experience gained during the Consultant's provision of Consulting Services to the Company that the Consultant could reasonably have been expected to acquire in similar retainer or engagements with other companies;

(b) information publicly known without breach of this Agreement or similar agreements;

(d) information known to the Consultant at the date of this Agreement.

5.2 The Consultant acknowledges that:

(a) by reason of this contract for Services, the Consultant will have access to Confidential Information that the Company has spent time, effort and money to develop and acquire; and

(b) 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.

5.3 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 or use is required to perform its duties hereunder or as may be consented to by prior written authorization of the Board.

5.4 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 must not breach any obligation or confidence or duty the Consultant may have to a former client or employer. The Consultant represents and warrants that he will not, to the best of his 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.

6. Independent Consultant Relationship

6.1 It is expressly agreed that the Consultant is acting as an independent contractor in performing the Services under this Agreement.

6.2 The Consultant need only devote such portion of his time as is agreed to pursuant to this Agreement. The Consultant is not precluded from acting in any other capacity for any other person, firm or Company provided that it does not conflict with the Consultant's duties to the Company as set out in this Agreement. The Consultant agrees to devote approximately 80% of his time to the Company during the duration of this Agreement.

6.3 The Consultant agrees not to accept an executive or management position with another publicly traded entity without the prior written approval of the board of directors of the Corporation.

6.4 The Company will not be required to pay any contribution to Canada Pension Plan, employment insurance, or federal and provincial withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship on behalf of the Consultant.

6.5 The Consultant is solely responsible for any and all insurance of personal property used by the Consultant, if required. The Consultant represents and warrants that he has the right to provide the Services required under this Agreement without violation of obligations to others and that all advice, information, and documents given by him to the Company under this Agreement may be used fully and freely by the Company, unless otherwise so designated orally or in writing by the Consultant at the time of communication of such information (e.g. information shared with the Consultant in a confidential manner or on a non-attribution basis).

6.6 The Consultant agrees to indemnify the Company against all , claims, charges, taxes, penalties, or demands which may be made by Canadian Revenue Agency requiring the company to pay income tax, charges, taxes or penalties under the Income Tax Act (Canada), in respect of Income tax payable by the Consultant on fees paid under this agreement; and in respect of any and all claims, charges, taxes or penalties and demands which may be made on behalf of or related to the Employment Insurance Commission and the Canada Pension Commission under the applicable statutes and regulations with respect to any amounts which may in the future be found to be payable by the company in relation to fees paid under this agreement. This paragraph will survive termination of this Agreement.

6.7 The Company agrees to indemnify the Consultant from any and all legal claims the Company may become subject to by statements made by the Company to investors, securities regulators, in addition to any written documentation that may become the subject of a dispute.

7. General

7.1 This Agreement cancels and supersedes any existing Agreement or other arrangement between the Company and the Consultant, and contains the entire Agreement and obligation between the parties with respect to its subject matter. No amendment to this Agreement will be valid or effective unless in writing and signed by both parties.

7.2 Any notice given or required to be given under this Agreement must be in writing and signed by or on behalf of the party giving it. Such notice may be served personally and in either case may be sent by priority post to the addresses of the parties noted on page one of this Agreement. Any notice served personally will be deemed served immediately, and if mailed by priority post will be deemed served 72 hours after the time of posting.

7.3 The Consultant must not sell, assign or transfer any rights or interests created under this Agreement or delegate any of his duties without the prior written consent of the Company.

7.4 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and each party submits to the jurisdiction of courts of competent jurisdiction in the Province of British Columbia.

7.5 This Agreement will be to the benefit of and be binding on the respective heirs, executors, administrators, and successors of each of the parties.

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[The remainder of this page has been intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the 1st day of August, 2021.

FAIRCHILD GOLD CORPORATION.

Per: _____
Mark Lotz, Chief Financial Officer

LUIS MARTINS