

MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is dated as of the 29th day of May, 2018.

BETWEEN: **MALBEX RESOURCES INC.**, a corporation existing under the laws of Ontario
(the "**Corporation**")

AND: **SAMARA CAPITAL INC.**, a corporation existing under the laws of Ontario
(the "**Consultant**")

WHEREAS:

- (a) The Corporation has determined to change its Business (as hereinafter defined) primarily to the Cryptocurrency and Block-Chain Investment Business (as hereinafter defined).
- (b) The Corporation wishes to retain the Consultant to manage the Business as aforesaid and provide such other services as more particularly described herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto hereby agree as follows:

1. Definitions and Interpretations

In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following terms shall have their respective meanings set out below:

- (a) "**Agreement**" means this management services agreement, as the same may be further amended from time to time;
- (b) "**Applicable Securities Legislation**" means the securities acts, and rules, regulations and forms promulgated thereunder, of each of the provinces and territories of Canada and the United States and the instruments, policies, orders and other requirements of the securities regulatory authorities thereof;
- (c) "**Board**" means the board of directors of the Corporation as constituted at the particular time;
- (d) "**Business**" means the operations, business and affairs of the Corporation, including, without limitation, the Cryptocurrency and Block-Chain Investment Business;
- (e) "**Business Day**" means any day, other than a Saturday, Sunday or statutory holiday in the Province of Ontario, on which banks conducting business in the City of Toronto are generally open for the transaction of banking business and the Exchange is open for trading;

- (f) "**Change of Control**" means, with respect to a party hereto, the acquisition by a person or group of persons acting jointly or in concert (other than either party hereto and its associates and affiliates) of control over more than 50% of the voting securities of such party;
- (g) "**Commencement Date**" means the date on which the Exchange issues its Final Bulletin in respect of the Transaction;
- (h) "**Common Shares**" means the common shares that the Corporation is authorized to issue as constituted on the date hereof;
- (i) "**Confidential Information**" has the meaning given to it in section 20 hereof;
- (j) "**Consultant**" means Samara Capital Inc., a corporation existing under the laws of Ontario, and its successors and permitted assigns;
- (k) "**Corporation**" means Malbex Resources Inc., a corporation existing under the laws of the Province of Ontario, and its successors and permitted assigns;
- (l) "**Cryptocurrency and Block-Chain Investment Business**" means the Corporation's business of merchant banking with a focus on investments in the cryptocurrency and block-chain sectors, including direct investments in cryptocurrencies, and investments in in public or private corporations, partnerships or other legal entities which own, or propose to own cryptocurrency or block-chain technology and/or cryptocurrency mining operations and projects and may also include taking positions in debt securities and private or public equity or quasi-equity securities in such type of entities;
- (m) "**Effective Date**" means May 29, 2018;
- (n) "**Exchange**" means the TSX Venture Exchange;
- (o) "**Executive**" has the meaning given to it in subsection 3(h) hereof;
- (p) "**Filing Statement**" means the filing statement of the Corporation filed in respect of the Transaction pursuant to Exchange policy;
- (q) "**Final Bulletin**" means the bulletin which is issued by the Exchange following the closing and the submission of all documentation required by the Exchange in connection therewith, that evidences the final Exchange acceptance of the Transaction and any related transactions;
- (r) "**Initial Term**" has the meaning given to it in section 17 hereof;
- (s) "**Management Fee**" has the meaning given to it in section 6 hereof;
- (t) "**Net Asset Value**" means, in respect of the Corporation at a particular date, the total value of its assets less the total value of its liabilities as at such date;

- (u) **"Nominees"** has the meaning given to it in subsection 3(i) hereof;
- (v) **"NI 52-110"** means National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators;
- (w) **"NP 58-201"** means National Policy 58-201 - *Corporate Governance Guidelines* of the Canadian Securities Administrators;
- (x) **"Representatives"** means, in respect of a party hereto, the directors, officers, employees, agents and representatives of such party;
- (y) **"Termination Date"** means the effective date of the termination of this Agreement pursuant to section 18 hereof;
- (z) **"Termination Payout"** means, at all times subject to section 18(d) hereof, two times (2x) the aggregate Management Fees accrued for the four most recently completed financial quarters of the Corporation preceding the Termination Date;
- (aa) **"Termination Payout Condition"** means the Corporation having raised a minimum of \$10 million of new equity capital between the Commencement Date and the earlier of (i) the Termination Date, and (ii) the end of the Initial Term;
- (bb) **"Termination Payout Date"** means the date on which the Termination Payout Condition is met;
- (cc) **"Transaction"** means the completion of the "Change of Business" (as such term is defined in Exchange Policy 5.2) pursuant to which the Corporation will carry on the Cryptocurrency and Block-Chain Investment Business; and
- (dd) **"Triggering Event"** means any of the following events that occurs without the prior written consent of the Consultant:
 - (i) a Change of Control of the Corporation;
 - (ii) during the Initial Term, a decision by the Board that results in a material change to the nature of the Business being carried out by the Corporation;
 - (iii) during the Initial Term, a decision by the Board which is inconsistent with the Cryptocurrency and Block-Chain Investment Business and the delegation of duties to the Consultant as set forth in this Agreement;
 - (iv) during the Initial Term, the issuance or creation of any new class of shares or securities convertible into a new class of shares of the Corporation that would not be subject to the terms of this Agreement; or
 - (v) during the Initial Term, a decision by the Board or a proposal by the Board to the shareholders of the Corporation to wind-up the Corporation.

The division of this Agreement into sections, subsections, paragraphs, subparagraphs and other parts and the insertion of headings herein are for convenience of reference only and shall not affect in any way the construction or interpretation of this Agreement. The use of the words "this Agreement", "hereof", "hereby", "herein", "hereto", "hereunder" and similar expressions refer to this Agreement and include all agreements and instruments supplemental or ancillary to this Agreement and, unless the context otherwise requires, not to any particular section or other portion hereof. In this Agreement, the word "including", when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender or neuter include both genders and neuter.

2. Appointment

The Corporation hereby appoints the Consultant to manage the Business and to provide all necessary or advisable administrative services and facilities as hereinafter set forth and the Consultant hereby accepts each such appointment and agrees to act in such capacity and to provide such management and administrative services and facilities, in each case, upon the terms and subject to the conditions set forth in this Agreement.

Notwithstanding anything else contained in this Agreement, the Corporation and the Consultant agree that nothing contained in this Agreement is intended to have, nor shall it have or be deemed to have, the effect of binding the discretion of any or all of the directors of the Corporation or of restricting, in whole or in part, the powers of the Board to manage or supervise the management of the business and affairs of the Corporation, and, in addition, the parties agree that at all times the Consultant, while performing its obligations hereunder, shall be subject to the direction and supervision of the Board.

3. Management and Administrative Services

During the term of this Agreement, and subject to the other terms and conditions of this Agreement, the Consultant shall:

- (a) have the power to transact the business of the Corporation and to deal with and in the assets of the Corporation for the use and benefit of the Corporation, including the power and authority to manage and carry on the Business;
- (b) be permitted to borrow money (on a secured or unsecured basis) on behalf of the Corporation, subject to Board approval and in accordance with the investment policy and credit policy, if any, of the Corporation, provided that, at the time of any such borrowing, the aggregate indebtedness of the Corporation does not exceed 50% of the Net Asset Value;
- (c) implement any decision of the Board;
- (d) comply with all policies of the Corporation as may be in place from time to time, including investment and credit policies, which have been approved by the Board (or a committee thereof);

- (e) develop, implement and monitor the suitability of an investment policy with respect to the Corporation's investments, credit policy or any other required policies, and, as appropriate, develop, implement and monitor the suitability of amendments to such policy from time to time, the implementation of any such investment policy and any such amendment being subject to the approval of the Board (or a committee thereof);
- (f) administer the day-to-day business and affairs of the Corporation, including making decisions relating to the Corporation and, in consultation with the Board, preparing all written and printed materials for distribution to security holders and organizing meetings of security holders, and assist the Corporation in its compliance with its registration, filing, reporting and other requirements under Applicable Securities Legislation, and rules, regulations and other requirements of any organization of any government, government body or agency, and of any stock exchange to which the Corporation is obligated to report;
- (g) provide or cause to be provided all internal accounting, audit and legal services (through service providers acceptable to the Board) in respect of the Corporation and other usual and ordinary office facilities, supplies and services necessary or desirable for carrying on the management and administration of the business and affairs of the Corporation;
- (h) provide the services of Ben Cubitt (the "**Executive**"), to serve as the President and Chief Executive Officer of the Corporation;
- (i) subject to section 4 hereof, provide the services of one appropriately qualified individual acceptable to the Board to serve as a director of the Corporation along with the Executive (together, the "**Nominees**"), provided that if the two Nominees represent 33% or more of the proposed directors of Corporation, the Consultant shall have the right to nominate only the Executive as a director of the Corporation;
- (j) provide or cause to be provided services in respect of the Corporation's daily operations;
- (k) take all necessary administrative actions to distribute securities of the Corporation that the Board has approved for issuance, or cause to be distributed all securities of the Corporation which the Board may decide to issue, during the term of this Agreement and take or cause to be taken all such actions as the Consultant reasonably considers necessary or desirable in respect of the sale of securities of the Corporation whether by prospectus or private placement offering;
- (l) authorize payment on behalf of the Corporation of expenses incurred on behalf of the Corporation and the negotiation of contracts with third party providers of services (including, without limitation, custodians, registrars and transfer agents, legal counsel, auditors, insurance agents and printers), subject to the requirement to have two signatories on all cheques issued by the Corporation;
- (m) keep and maintain the books and records of the Corporation and supervise compliance by the Corporation with record-keeping requirements under applicable law and regulatory regimes;

- (n) deal with the Corporation's banks, insurance companies and custodians, including for the purposes of the maintenance of bank records and the negotiation and securing, subject to the prior approval of the Board, of bank financing or refinancing and insurance policies;
- (o) appoint and monitor relationships with any custodians, registrars and transfer agents, legal counsel, auditors, insurance agents and other organizations or professionals serving the Corporation;
- (p) from time to time, or when otherwise reasonably requested by the Board, make reports to the Board, the Corporation and/or its security holders of the Consultant's performance of the services provided and to be provided to the Corporation pursuant to this Agreement;
- (q) prepare or cause to be prepared accounting, management and other reports, including reports of the Corporation's performance to security holders, interim and annual reports to security holders and related financial statements;
- (r) provide or cause to be provided all other administrative services and facilities required by the Corporation in relation to its security holders including, without limitation, the preparation for and holding of meetings of security holders and other services for the provision of information to security holders; and
- (s) provide such other managerial and administrative services and carry out such other duties as may be reasonably required for the ongoing business and affairs of the Corporation,

subject to the directions and orders of the Corporation and the Board from time to time, which directions and orders shall be reasonably consistent with the nature of the duties set out above, and provided that the Board shall retain authority with respect to the matters referred to in subsection 127(3) of the *Business Corporations Act* (Ontario).

4. Board Matters

The Corporation agrees to propose to its shareholders for election at each meeting of its shareholders at which directors are to be elected a slate of nominees that includes, among others, the Executive and the other Nominee (indicated by the Consultant to the Corporation to serve as directors, provided that any such Nominee will agree to resign, and the Consultant shall agree to cause each Nominee's resignation, upon the termination of this Agreement. In connection with the foregoing, the Consultant acknowledges and agrees that the Corporation may be required to change the number of directors of the Corporation from time to time (such number not to exceed nine directors) in order for the Corporation to comply with NI 52-110, NP 58-201 and other Applicable Securities Legislation, regulatory requirements and governance requirements.

5. Records

The Consultant shall keep at all times proper books of account and records relating to the services performed hereunder, which books of account and records shall be accessible for inspection by the Corporation or the Board (or persons designated by them) at any time and from time to time during normal business hours.

6. Management Fee

In consideration for the services provided by the Consultant to the Corporation pursuant to this Agreement, beginning on the Commencement Date, the Corporation shall pay the Consultant an annual management fee (the "**Management Fee**"), which for, the first, second and third years ending December 31, 2018, December 31, 2019, and December 31, 2022, respectively, of the Initial Term shall be equal to 2% of the Net Asset Value. The Management Fee for the year ended December 31, 2018 shall be prorated for the period beginning on the Commencement Date and ending December 31, 2018. At any time following the end of the third year of the Initial Term, the Board may elect to review and reset the Management Fee (the "**Management Fee Review Election**").

The Management Fee shall be calculated and accrued on a quarterly basis (being a rate of 0.5% of the Net Asset Value). Other than in the circumstances where the Management Fee is payable in connection with the termination of this Agreement pursuant to section 18 hereof, in which case the Management Fee will be payable in accordance with section 18 hereof, the Management Fee shall be paid by the Corporation to the Consultant in cash, quarterly in arrears in respect of each quarter of the Corporation's financial year, within 30 days following the end of the quarter to which the payment relates.

In the event that the Net Asset Value which was used as the basis for calculating any portion of the Management Fee paid to the Consultant is adjusted (including following the approval by the Board of Directors of the Corporation's financial statements for a period in which a portion of the Management Fee was paid), the Consultant and the Corporation shall, forthwith following such adjustment to the Net Asset Value, work together in good faith to determine the required adjustments to the Management Fees already paid, and each of them shall make the required refunds and payments, as applicable, forthwith upon such determination.

The Management Fee payable shall not include any applicable taxes (such as harmonized sales tax). Accordingly, the Corporation shall pay to the Consultant, in cash, the amount of any applicable taxes exigible on the Management Fee at such times and in such amounts as required by applicable law.

7. Compensation for Additional Services

If upon the request of the Board the Consultant renders services to the Corporation that are outside the scope of the services required to be rendered pursuant to the provisions of this Agreement, such additional services will be compensated for separately and shall be on such terms that are generally no less favourable to the Corporation than those available from arm's length parties (within the meaning of the *Income Tax Act* (Canada)) for comparable services.

8. Expenses of the Corporation

The Corporation shall pay all fees and expenses incurred in connection with the operation and administration of the Business, including, without limitation: (i) fees and expenses payable to the members of the Board and any committee thereof (excluding any fees and expenses payable to the Nominees) and the remuneration of employees and consultants of the Corporation other than the Executive; (ii) the Management Fees payable to the Consultant pursuant to this Agreement; (iii) legal, audit and valuation fees and expenses; (iv) insurance fees; (v) shareholder reporting costs; (vi) registrar and transfer agency costs; (vii) fees and expenses payable for listings, the maintenance of listings and filings or other requirements of stock exchanges on which any of the securities of the Corporation are listed or quoted; (viii) other administrative expenses and costs incurred in connection with the

Corporation's continuous disclosure filing requirements and investor relations; (ix) securities commission participation fees; (x) all taxes (income, capital and sales taxes payable by the Corporation); (xi) brokerage and trading commissions; (xii) costs and expenses relating to the offering and issue of securities of the Corporation (including the costs of printing and preparing offering documents, legal expenses, auditing expenses, marketing expenses and other reasonable out-of-pocket expenses); (xiii) costs and expenses of preparing, printing and mailing financial and other reports; (xiv) costs and expenses arising as a result of complying with all Applicable Securities Legislation and other applicable laws, regulations and policies; and (xv) all amounts paid by the Corporation on account of the indebtedness of the Corporation. Such expenses shall include the expenses of any action, suit or other proceeding in relation to the Corporation or its Representatives and/or its property or assets in relation to which the Consultant, and/or any of its Representatives are entitled to indemnity by the Corporation.

In addition to the fees paid to the Consultant pursuant to section 6 hereof, the Corporation shall reimburse the Consultant for all reasonable expenses incurred by the Consultant in connection with the duties set out in section 3 hereof (including payments to third parties in that regard) to the extent such expenses were incurred for and on behalf of the Corporation. Such expenses shall be reimbursed by the Corporation to the Consultant as and when incurred and invoiced by the Consultant. Upon the request of the Corporation, the Consultant shall provide evidence satisfactory to the Corporation, acting reasonably, showing the allocation of the Manager's expenses to the Corporation where such expenses are shared between the Corporation and the Manager's other clients.

Notwithstanding the foregoing, the Consultant shall pay all of the compensation of the Executive and for serving as an officer and director of the Corporation and any employees and consultants retained by the Consultant in connection with the provision of its services hereunder, which shall all be paid by the Consultant without reimbursement from the Corporation.

9. Authority to Enter into Agreement

Each of the parties to this Agreement hereby represents and warrants to the other of them that it is subsisting under the laws of the jurisdiction of its existence, has all necessary power and capacity to enter into this Agreement and to perform its obligations under this Agreement and is authorized and empowered to execute and deliver and perform its obligations under this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this Agreement constitutes a valid and binding obligation of it enforceable against it in accordance with the terms hereof.

The Corporation shall provide to the Consultant concurrently with the execution and delivery by the Corporation of this Agreement all such evidence of authority to act including, without limitation, designations of authorized persons and certified copies of charter documents and resolutions, as the Consultant may reasonably require. The Consultant may continue to rely on all such evidence until notice to the contrary given hereunder has been received by it.

10. Standard of Care

The Consultant shall exercise the powers granted to it and discharge its duties hereunder honestly, in good faith and in the best interests of the Corporation and, in connection therewith, shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances.

11. Limited Liability of the Consultant

The Consultant shall not be liable to the Corporation or any shareholder thereof for any loss or damage suffered by the Corporation or any shareholder thereof, as the case may be, which arises out of any action or inaction of the Consultant if (i) such course of conduct did not constitute bad faith, negligence, wilful misconduct, wilful neglect, default or a material failure to comply with applicable laws, regulations or restrictions or the provisions set forth in this Agreement, and (ii) the Consultant, in good faith, determined, at the time of deciding to carryout such course conduct, that such course of conduct was in the best interests of the Corporation. The Corporation acknowledges and agrees that the Consultant Is not making a guarantee as to any specific level of performance or return on the assets of the Corporation.

The Consultant shall not be responsible or held liable for any loss of opportunity whereby the value of any of the property or assets of the Corporation could have been increased nor shall it be responsible for any decline in value of the property or assets of the Corporation, unless such loss of opportunity or decline in value is the result of the Consultant's bad faith, negligence, wilful misconduct, wilful neglect, default or material failure to comply with applicable laws, regulations or restrictions or the provisions set forth in this Agreement or wilful failure to comply with express directions given by resolution of either the Board (or a committee thereof) or the shareholders of the Corporation, provided that the Consultant is given reasonable prior notice of such directions.

The Consultant shall not be responsible or held liable for any loss or damage resulting from relying or acting upon any statement, report or opinion prepared by or any advice received from auditors, solicitors, notaries or other professional advisers of the Corporation, if the advice was within the area of professional competence of the person from whom it was received and the Consultant acted reasonably in relying on the advice.

12. Indemnification of Consultant

The Corporation shall indemnify and hold harmless the Consultant and its Representatives from and against any and all expenses, losses (except for loss of profits), damages, liabilities, demands, charges, costs and claims of any kind or nature whatsoever (including legal fees, judgments and amounts paid in settlement, provided that the Corporation has approved such settlement) in respect of the acts, omissions, transactions, duties, obligations or responsibilities of the Consultant as manager and administrator to the Corporation, save and except where such expenses, losses, damages, liabilities, demands, charges, costs or claims (i) are caused by acts or omissions of the Consultant done or suffered in breach of its standard of care as set out in section 10 hereof or through the Consultant's bad faith, negligence, wilful misconduct, wilful neglect, default or a material failure to comply with applicable laws, regulations or restrictions, the provisions set forth in this Agreement or resolutions of the Board (or a committee thereof) or the shareholders of the Corporation; or (ii) relate to or are in respect of taxes (or penalties or interest in respect of taxes or additions thereto) payable by the Consultant that arise in respect of this Agreement or any of the services or facilities provided hereunder.

13. Indemnification of Corporation

The Consultant shall indemnify and hold harmless the Corporation from and against all liabilities and expenses (including legal fees, judgments and amounts paid in settlement, provided that the Consultant has approved such settlement), reasonably incurred in connection with any action, suit or proceeding to which it may hereafter be made a party by reason of the Consultant's breach of its standard of care as set out in section 10 hereof or by reason of the Consultant's bad faith, negligence, wilful misconduct, wilful

neglect, default or a material failure to comply with applicable laws, regulations or restrictions, the provisions set forth in this Agreement or resolutions of the Board (or a committee thereof) or the shareholders of the Corporation.

14. Shareholders Not Liable

The Consultant hereby acknowledges and agrees that the obligations of the Corporation hereunder are not personally binding upon the shareholders of the Corporation, or the agents of the Corporation, and that the Consultant shall not resort to or seek redress, recourse or satisfaction from the private property of any of the foregoing, whether the liability be based on contract, tort or otherwise. The Consultant agrees that only the Corporation and property held by the Corporation shall be bound by and subject to the obligations and liabilities arising out of this Agreement.

15. Directors' and Officers' Insurance

The Corporation agrees to purchase directors' and officers' liability insurance as soon practicable upon the execution of this Agreement, with the coverage and terms of such insurance being consistent with the coverage and terms of directors' and officers' liability insurance purchased by companies of a similar size and industry as the Corporation.

16. Not Partners or Joint Venturers

The Corporation and the Consultant are not constituted by this Agreement as partners or joint venturers with each other and nothing herein shall be construed so as to make them partners or joint venturers or impose any liability as such on either of them; provided, however, that nothing herein shall be construed so as to prohibit the Corporation and the Consultant or its affiliates from embarking upon an investment together as partners, joint venturers or in any other manner whatsoever, subject to applicable law.

17. Term

This Agreement shall be effective as of the Effective Date and shall remain in force until December 31, 2022 (the "**Initial Term**") and shall be automatically renewed from time to time thereafter for additional terms of one year, unless terminated pursuant to section 18 hereof.

18. Termination

This Agreement may be terminated as follows:

- (a) this Agreement may be terminated upon the written agreement of both parties hereto, or by the Corporation in the event the Commencement Date does not occur within 30 days of the date of the filing of the Filing Statement with the applicable Canadian securities regulators;
- (b) either party hereto may terminate this Agreement effective at the end of the Initial Term or current successive term, as applicable (in which case the term of this Agreement shall not be renewed pursuant to section 17 hereof), by giving the other of them at least 180 days' written notice prior to the expiry of such term, and, in the event of such termination by the Corporation, the Consultant shall be entitled to a cash payment upon termination of (i) all Management Fees payable to the Consultant up to and including the Termination

Date, plus (ii) if the Termination Payout Condition has been satisfied, a lump sum equal to the Termination Payout;

- (c) the Corporation may terminate this Agreement at any time if (i) the Consultant breaches any of its material obligations under this Agreement and such breach has not been cured within 30 days following written notice thereof from the Corporation, or (ii) the Consultant breaches its standard of care as set out in section 10 hereof, is negligent or commits wilful misconduct, wilful neglect or default in its management of the Corporation or in carrying out its obligations under this Agreement or materially fails to comply with applicable laws, regulations or restrictions, resolutions of the Board (or a committee thereof) or the shareholders of the Corporation or the provisions set forth in this Agreement;
- (d) the Consultant may terminate this Agreement within 180 days following the occurrence of a Triggering Event by giving at least 90 days' prior written notice to the Corporation of such termination, and, in the event of such a termination, the Consultant shall be entitled to a cash payment upon termination of (i) all Management Fees payable to the Consultant up to and including the Termination Date, plus (ii) a lump sum equal to that percentage of the Net Asset Value on the Termination Date that is equal to 0.1667% multiplied by the number of months remaining in the Initial Term or the current successive term, as applicable, as of the Termination Date, plus (iii) if the Termination Payout Condition has been satisfied, a lump sum equal to the Termination Payout;
- (e) either party may terminate this Agreement if after 45 days following the occurrence of a Management Fee Review Election, the parties have not agreed on the Management Fee for the remainder of the Initial Term, by giving at least 60 days' prior written notice to the other party of such termination, and, in the event of such a termination, the Consultant shall be entitled to a cash payment upon termination of (i) all Management Fees payable to the Consultant up to and including the Termination Date, plus (ii) a lump sum equal to 150% of the Management Fee paid for last completed financial year;
- (f) the Corporation may terminate this Agreement within 180 days following (i) a Change of Control of the Consultant, or (ii) the sale of the Consultant's business or substantially all of its property and assets, in each case, by giving at least 90 days' prior written notice to the Consultant of such termination, and, in the event of such a termination, the Consultant shall be entitled to a cash payment upon termination of (i) all Management Fees payable to the Consultant up to and including the Termination Date, plus (ii) if the Termination Payout Condition has been satisfied, a lump sum equal to the Termination Payout;
- (g) the Corporation may terminate this Agreement within 180 days following Ben Cubitt (the current President and Chief Executive Officer of the Consultant) no longer being employed by or having a bona fide position or role with the Consultant by giving at least 90 days' prior written notice to the Consultant of such termination, and, in the event of such a termination, the Consultant shall be entitled to a cash payment upon termination of all Management Fees payable to the Consultant up to and including the Termination Date;

- (h) the Corporation may terminate this Agreement immediately upon the occurrence of the winding-up, liquidation, dissolution or bankruptcy of the Consultant or the commencement of insolvency proceedings against the Consultant (which are not stayed by final order of a court of competent jurisdiction within 75 days of service of the said proceedings on the Consultant), and, in the event of such a termination, the Consultant shall be entitled to a cash payment upon termination of all Management Fees payable to the Consultant up to and including the Termination Date.

Any termination of the Agreement pursuant to this section 18 will be without prejudice to the rights and liabilities created under this Agreement prior to the Termination Date. Termination of this Agreement in accordance with the terms hereof shall not result in any penalty or other fee, other than a payment required pursuant to subsection 18(b), 18(d), 18(e), 18(g) and 18(h) hereof, and the Consultant shall only be entitled to receive payment in connection with one of subsections 18(b), 18(d), 18(e), 18(g) or 18(h) hereof. Notwithstanding anything to the contrary in this Agreement, under no circumstances shall any compensation received by the Consultant on Termination hereunder exceed the equivalent of two (2) year's annual management fees.

Upon termination or assignment of this Agreement, the Consultant shall forthwith deliver to the Corporation, in the case of termination, or to the assignee, in the case of an assignment, (i) all records, documents and books of account, and (ii) all materials and supplies of the Corporation, which are in the possession or control of the Consultant and related directly or indirectly to the performance by the Consultant of its obligations under this Agreement; provided, however, that the Consultant may retain notarial or other copies of such records, documents and books of account and the Corporation or the assignee shall produce at its head office the originals of such records, documents and books of account whenever reasonably required to do so by the Consultant for the purpose of legal proceedings or dealings with any governmental authorities. Upon termination or assignment of this Agreement, the Consultant shall forthwith pay over to the Corporation, in the case of a termination, or to an assignee, in the case of an assignment, all monies held for the account of the Corporation pursuant to this Agreement, after deducting any accrued compensation and reimbursement for expenses to which it is then entitled.

Any transactions entered into by the Consultant on behalf of the Corporation prior to the Termination Date shall not be affected by such termination and adequate provisions shall be made for proper settlement of outstanding commitments.

The Corporation acknowledges and agrees that it shall not have any right to use the Consultant's name or any intellectual property associated therewith following the termination of this Agreement pursuant to this section 18.

The Corporation acknowledges and agrees that, notwithstanding any other provision this Agreement, the compliance by the Consultant with the directions or resolutions of the Board (or a committee thereof) or the shareholders of the Corporation shall not in any way limit, or constitute a waiver of, the termination rights of the Consultant pursuant to this section 18.

19. Registration and Other Securities Matters

The Consultant shall be responsible for compliance with any applicable Canadian and U.S. registration and other securities regulatory requirements and legal requirements arising in connection with the services provided by the Consultant pursuant to this Agreement.

20. Confidentiality

The Consultant shall treat, and shall cause its Representatives to treat, as confidential all information pertaining to the Corporation including, without limitation, the financial affairs of the Corporation (the "**Confidential Information**"), and the Consultant shall not, and shall cause its Representatives not to, disclose the Confidential Information to persons who are not involved in the management and administration of the Corporation, except with the Corporation's prior consent, as may be necessary to comply with applicable laws, regulations and policies or any order or direction of any court or regulatory authority or agency, or if the Confidential Information becomes publicly known or available other than as a result of a breach of this Agreement by the Consultant.

The Consultant acknowledges that the receipt of Confidential Information may result in the Consultant and its Representatives becoming a person in a "special relationship" with the Corporation for the purposes of Applicable Securities Legislation and the Consultant hereby acknowledges that it is aware, and that it shall advise its Representatives, that securities laws impose restrictions on the communication of material non-public information and on the purchase and sale of securities of an issuer by a person in a special relationship with the issuer who has received material non-public information, and the Consultant hereby agrees to comply with such Applicable Securities Legislation.

The Corporation will treat all advice and information that it receives from the Consultant as confidential and for the exclusive use of the Corporation, except with the Consultant's consent, as may be necessary to comply with applicable laws, regulations and policies or any order or direction of any court or regulatory authority or agency, or if the Confidential Information becomes publicly known or available other than as a result of a breach of this Agreement by the Corporation.

21. Conflict Resolution

The Corporation acknowledges that:

- (a) the Consultant's services will not be exclusive to the Corporation;
- (b) the Consultant and its affiliates and associates (as defined in the *Securities Act (Ontario)*) may, at any time, engage in the promotion or management of any other fund, trust or investment portfolio (provided that the Consultant will devote adequate time and attention to performing its duties hereunder);
- (c) because the Consultant will continue to manage the investments of its other clients, the Consultant may acquire or dispose of the same investment for the Corporation and for one or more of its other clients;
- (d) because of different investment policies with respect to its clients, the Consultant may sell an investment for one client (including the Corporation) and buy the same investment for another client (including the Corporation); and
- (e) all potential conflicts will be dealt with in accordance with the provisions of this Agreement.

The Consultant agrees to allocate opportunities to acquire and dispose of investments fairly among the Corporation and its other clients. The primary consideration in all portfolio transactions for publicly traded

securities shall be prompt execution of orders in an efficient manner at the most favourable price. In selecting and monitoring dealers, the Consultant shall consider the dealer's reliability, the quality of its execution services on a continuing basis and its financial condition, and, when more than one dealer is believed to meet those criteria, preference may be given to dealers who provide research or statistical material or other services to the Corporation or the Consultant or its affiliates.

22. Notice

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by email or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

(a) if to the Corporation:

Malbex Resources Inc.
36 Toronto Street, Suite 1000
Toronto, Ontario, M5C 2C5
Attention: Lead Director and Chief Financial Officer
Emails: joehamilton@malbex.ca
dcrandall@marrellisupport.ca

(b) if to the Consultant:

Samara Capital Inc.
366 Adelaide Street West
Suite 601
Toronto, ON M5V 1R9

Attention: President and Chief Executive Officer
Email: bcubitt@samarafunds.com

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such delivery or transmission is not completed by 5:00 p.m. on a day that is a Business Day or occurs on a day that is not a Business Day, on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as described above.

23. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. The parties hereto hereby attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

24. Survival

The provisions of sections 8, 11, 12, 13 and 20 shall survive the termination of this Agreement.

25. Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes and replaces all prior understandings, agreements, negotiations or discussions, whether written or oral, between the parties with respect thereto, including, without limitation, the term sheet dated January 8, 2018 between the parties hereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understanding, express or implied, between the parties hereto other than those expressly set forth in this Agreement.

26. Further Acts

Each of the Corporation and the Consultant shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement.

27. Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

28. Waiver

Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the party hereto granting such waiver or release.

29. Amendment

This Agreement may not be amended, changed, supplemented or otherwise modified in any respect except by written instrument executed by the parties hereto or their respective successors or permitted assigns.

30. Assignment

This Agreement may not be assigned by the Corporation without the prior written consent of the Consultant. This Agreement may not be assigned by the Consultant without the prior written consent of the Corporation, which consent shall require the Board's prior written approval.

31. Successors

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

32. Counterparts

This Agreement may be executed in several counterparts by facsimile or PDF execution, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

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

MALBEX RESOURCES INC.

Per: "Joe Hamilton"
Name: Joe Hamilton
Title: CEO

SAMARA CAPITAL INC.

Per: "Ben Cubitt"
Name: Ben Cubitt
Title: CEO