

DATED [ ]

(1) [client ]

(2) CIC CAPITAL LTD.

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ADVISORY AND INVESTMENT  
AGREEMENT

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THIS AGREEMENT is made on January 8,2025

**BETWEEN:-**

(1) [ client. ]; Incorporated on [ . ], under the laws of [ . ], with Company file number File Number [ . ], with its business address at P[. ], (the "**Client**");

(2) **CIC CAPITAL LTD.**, a company incorporated under the laws of British Columbia, Canada, with company number C1202631, with offices at 1600 - 570 Granville Street, Vancouver, British Columbia V6C 3P1 Canada ("**CIC**");

**WHEREAS:**

CIC is an investing company engaged in the business of providing Transaction Advisory Services. The Client wishes to engage the services of CIC.

**IS AGREED** as follows:-

**1. INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions have the meanings shown below:-

"Admission"	the process of the Client obtaining a direct listing or quotation for its securities on a Toronto Stock Exchange Venture Market ("TSX-V") without an offering, and contemporaneously offering its securities to the public for the first time
"Affiliate"	In respect of any party, any holding company or any subsidiary of any such holding company and any current or former director, partner or employee of each of such person
"BCSC"	British Columbia Securities and Exchange Commission (Regulator)
"Business Day"	Any day excluding Saturday, Sunday or a public holiday in Vancouver, British Columbia
Commencement Date	the date of this Agreement
"Confidential Information"	In relation to either party to this Agreement, information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of that party for the time being confidential to that party and trade secrets including, without limitation, technical data and know-how relating to the business of that party or any of its Affiliates, suppliers, customers, agents, distributors, shareholders, management or business contacts.
"Engagement"	the engagement of CIC by the Client on the terms of this Agreement
"Indemnified Person"	CIC and/or or any subsidiary undertaking of CIC and/or any director, officer, employee, consultant, professional adviser or agent of CIC or any subsidiary undertaking of CIC from time to time

<b>"Long Stop Date"</b>	The last date to which CIC is required to perform the Transaction Services, being no later than 31 December [ ],, unless so extended by mutual agreement of the parties to this Agreement
<b>"Shares"</b>	Common voting shares in the capital of the Client
<b>"Transaction Services"</b>	the services to be provided by CIC to the Client described in Clause 3 of this Agreement
<b>"Termination Date"</b>	the date of termination of this Agreement
<b>"Transaction"</b>	the proposed Admission to the TSX-V to be undertaken by the Client. CIC acting as Transaction Advisor and Prospectus Sponsor.

- 1.2 Headings are used for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 References in this Agreement to the "**parties**" and "**Clauses**" are references respectively to the parties and the Clauses of this Agreement.
- 1.4 A reference to a statutory provision or enactment includes a reference to any amendment, modification, extension, consolidation, replacement or re-enactment of such provision or enactment (whether before or after the date of this Agreement) and to any regulation, instrument or order or other subordinate legislation made under such provision or enactment.

## 2. APPOINTMENT

- 2.1 The Client hereby engages CIC to provide the Transaction Services, and CIC shall provide the Transaction Services on the terms of this Agreement.
- 2.2 The Engagement shall commence on the Commencement Date and shall continue unless and until terminated:
- 2.2.1 as provided by the terms of this Agreement; or

## 3. CIC'S OBLIGATIONS

- 3.1 CIC shall provide the following Transaction Services to the Client during the term of its Engagement up to the Long Stop Date and shall keep the Client fully apprised at all times in connection with the progress and status of the Transaction Services provision, including but not limited to:-
- 3.1.1 assist the Client to prepare and position itself and other Group Companies for the Transaction by advising it in relation to any corporate action that CIC may deem as necessary, and support the Client through the Transaction;
- 3.1.2 provide access to CIC's advisor network to effect legal, accounting and any other commercial services as are required for the Transaction and effect appointment of such advisors;
- 3.1.3 provide access to CIC's own technical expertise and resources, including assistance with conducting technical reports that may be required or desirable in connection with the Transaction;

- 3.1.4 provide reasonable access to CIC's staff and offices for the purposes of furthering the Transaction;
- 3.1.5 facilitate and formulate the accounting and data files for a two-year audit, plus any interim financial statements including all regulatory accounting files. Establish cloud accounting software QuickBooks.;
- 3.1.6 manage all accounting, corporate actions and end of year financial audits required for the Canadian prospectus..
- 3.1.7 provide Corporate Governance Manual and Financial Reporting Procedures;
- 3.1.8 establish a formal share register, appoint a share registrar and produce a share distribution report for regulators and the stock exchange;
- 3.1.9 affect the prospectus draft and manage the prospectus approval process with the regulator and exchange;
- 3.1.10 facilitate all processes with TSXV and stock exchange compliance listing policies;
- 3.1.11 provide all regulated listing legal agreements drafts, including director/officer contract, listing agreements, post-listing AGM materials and information circulars, formal filing documents with stock exchange and regulators;
- 3.1.12 affect and advise Client to establish Audit, Remuneration and Nomination committees;
- 3.1.13 affect and provide high-order director appointment letters and other associated documentation;
- 3.1.14 provide access to CIC's international network of relationships for possible opportunities to aid the Transaction;
- 3.1.15 provide full working capital report for two-years
- 3.1.16 provide full support and assistance in the preparation and finalisation of audited financial statements (must be Canadian approved auditor);
- 3.1.17 provide a free float detailed report as required by the regulator and the stock exchange;
- 3.1.18 provide all corporate services post Non-Offering Prospectus is approved by BCSC for listing application to TSX-V
- 3.1.19 provide sophisticated shareholders to meet TSXV listing policies under a separate contract;
- 3.1.20 provide CIC Capital Ltd., Stuart J. Bromley as Listing Sponsor;
- 3.1.21 provide and facilitate independent directors to meet prospectus and stock exchange standards;
- 3.1.22 provide full support of the needs and wants of appointed legal advisors in Client's capital raising in respect to due diligence requirements; and
- 3.1.23 provide any corporate actions or documents and staff resources to ensure the successful completion of the transaction.

3.2 CIC agrees to perform the Transaction Services with reasonable skill and care, and the Client authorises CIC to do anything which is reasonably necessary to carry out the Services and to comply with applicable laws and regulations. By entering into this Engagement, CIC is representing or warranting that the Transaction is advisable.

- 3.3 CIC shall comply with all applicable laws, rules and legal and regulatory requirements in performing its duties under this Agreement, although the parties acknowledge that CIC is not authorised or regulated by any financial or other authority and no warranties or representations are given by it that any protections will be afforded to the Client by any such authority. CIC or its Affiliates are or may be involved in providing similar Services to other third parties. CIC shall use reasonable endeavours to avoid any conflicts of interest between its clients. The parties acknowledge that such conflicts may exist from time to time, and no duty is owed to the Client to disclose any such conflicts.
- 3.4 CIC shall maintain complete and accurate records of, and supporting documentation for, all matters relevant to the provision of the Services. Such records shall be retained by CIC for inspection by the Client for a period of 10 years following completion of the Transaction or termination of this Agreement, whichever shall be the sooner.

#### 4. SERVICES CHARGE AND EXPENSES

- i) Euro €22,000 per month. Euro €{. }.

Monthly fees to be in part deferred until receipt of debt or equity proceeds, whichever comes first, as follows;

- a) Euro € [ . ] per month;
- b) Euro € [ . ] per month accrued. Payment at receipt of debt or equity proceeds or CIC may, at Clients approval, convert to equity in the Client, subject to a separate agreement.
- ii) Common shares in the listed entity of equal Euro €900,000 at 20% less trading value with a full warrant at the same price.

The fixed cost fee excludes regulator charges, Client auditor charges, any legal opinions that may be required, share registrar fees, stock exchange fees, and registration on SEDAR. All expenses are to be pre-approved on a fixed cost basis by the Client.

#### 5. POWER TO DELEGATE AND PROVISION OF INFORMATION

- 5.1 CIC shall have full power to delegate the whole or any part of its functions under this Agreement to one or more persons, firms, advisors or companies if requested by the regulator or stock exchange.
- 5.2 The Client shall, without delay, provide CIC with all information relating to it, including, without limitation, its strategies, prospects, corporate affairs, personnel, business, customer and supplier relationships, assets, liabilities, profits, losses and cash position that is or might reasonably be regarded as being relevant to CIC for the purposes of providing the Transaction Services and that otherwise is or might reasonably be regarded as being relevant for disclosure to CIC in connection with this Agreement. The Client also agrees to provide CIC with access to its directors and relevant officer employees, and agent or adviser, in each case without delay on request made by CIC.

5.3 The Client shall ensure that all information provided to CIC by or on behalf of the Client shall so far as the Client is aware be reliable information and if the Client becomes aware that any of the information provided was not when given or has ceased to be reliable information it shall provide CIC without delay with all such further information as is necessary to ensure that such information is reliable. CIC shall not be obliged to verify any such information.

5.4 The Client shall ensure that any information provided to CIC shall not breach any confidentiality obligations owed to a third party.

## 6. INDEMNITY

6.1 The Client shall not, and shall procure that none of its Affiliates shall, make any claim against any Indemnified Person to recover any damage, cost, charge, expense, funds held in trust, loss or liability which the Client or any of its Affiliates may suffer or incur by reason of or arising out of the carrying out by any Indemnified Person on their behalf of the Services or other obligations under this Agreement, or otherwise, unless such damage, cost, charge, expense, loss or liability arises from the finally judicially determined bad faith, fraud, gross negligence or wilful default of the relevant Indemnified Person (and no Indemnified Person shall be liable in relation to any such claim).

6.2 The Client undertakes separately to CIC (for itself and as trustee for each of the Indemnified Persons) that it will indemnify and hold harmless against and at all times keep each Indemnified Person fully and effectively indemnified against all losses, claims, expenses, liabilities, actions, demands, proceedings and judgments whatsoever and all costs, charges and expenses which any Indemnified Person may suffer or incur or which may be made against or incurred by any Indemnified Person in any jurisdiction by any person (including but without limitation all costs, charges and expenses including any value added tax thereon as any Indemnified Person may pay or incur in responding to, disputing any such actual or potential actions, claims or demands or in enforcing the rights of any Indemnified Person hereunder) and which in any such case arises directly or indirectly out of or in connection with or results from or is attributable to the Transaction, any document related thereto or the performance by CIC or any of its Affiliates of their obligations hereunder unless such cost, charge, expense, loss or liability arises from the finally judicially determined bad faith, fraud, gross negligence or wilful default of the relevant Indemnified Person.

6.3 Where any claim of the kind envisaged by Clause 6.2 is brought or alleged against the Client and/or one or more Indemnified Persons:

6.3.1 the Client will provide to such Indemnified Persons all such information in its possession and assistance (including access to and the right to copy any documents or records of the Client) for the purpose of avoiding, disputing, resisting, appealing, compromising or contesting any such claim as it may reasonably request (subject to any reasonably required undertaking as to confidentiality). The Client shall keep each such Indemnified Person fully informed as to the progress of any such claim and the defence thereof;

6.3.2 in a case where an Indemnified Person wishes to dispute or appeal such a claim, it shall be entitled to require the Client also to dispute or appeal such a claim; and

6.3.3 The Client shall not settle or compromise any such claim where such action would or could affect any Indemnified Person without the prior written approval of CIC.

- 6.4 If any deduction or withholding is required by law to be made from any payment under this Clause 6 or if any sum payable under this Clause 6 is subject to taxation in respect of such payment the amount so payable shall be increased by such amount as will ensure that the relevant Indemnified Person(s) are placed in the same net of tax position they would have been in had the sum payable under this Clause 6 not been subject to any deduction or withholding or taxation.
- 6.5 The indemnities set out in Clause 6 shall remain in full force and effect notwithstanding the completion of all matters and arrangements referred to in or contemplated by this Agreement.
- 6.6 The aggregate liability of CIC under this Agreement shall not exceed three per cent. (3%) of the amount of the monthly Fee received by CIC, excluding equity in the Client Clause 4 ii).

## 7. NO ASSIGNMENT

- 7.1 The Client shall not be entitled to assign its rights or obligations under this Agreement without the prior written consent of CIC.
- 7.2 The Client shall not change its corporate structure or management without the prior written consent of CIC.

## 8. TERMINATION

- 8.1 Notwithstanding the provisions of Clause 2.1 CIC shall be entitled to terminate this Agreement:-
- 8.1.1 at any time by notice in writing to the Client if the Client shall go into liquidation (except a voluntary liquidation for the purposes of reconstruction or amalgamation upon terms previously approved in writing by CIC, such approval not to be unreasonably withheld or delayed), or if a receiver or administrative receiver is appointed of the whole or of any substantial part of the assets of the Client or an administrator is appointed of the Client (or any equivalent circumstances occur in the country of the Client's incorporation); or
- 8.1.2 at any time by notice in writing to the Client if the Client shall commit any material breach of its obligations under this Agreement and (if such breach shall be capable of remedy) shall fail within thirty (30) days of receipt of notice served by CIC requiring it so to do to make good such breach.
- 8.2 For the avoidance of doubt, it is hereby agreed that the failure by CIC to exercise its right to terminate this Agreement pursuant to Clause 8.1 by reason of the occurrence of any event shall not prejudice or affect its right to terminate this Agreement by reason of the occurrence of any other event.
- 8.3 Termination shall operate without prejudice to any rights which CIC may have in relation to any antecedent breach by the Client of any provision of this Agreement.

9. **DISCLOSURE**

- 9.1 Each party acknowledges that in the course of this Engagement, they will each have access to Confidential Information, and each party has therefore agreed to accept the restrictions of this Clause 9.
- 9.2 Subject to Clause 9.3, neither party shall, and shall procure that its Affiliates shall not, (except, the case of CIC, in the proper course of the provision of the Services), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:
- 9.2.1 any use or disclosure authorised by the disclosing party or required by policy or law; or
- 9.2.2 any information which is already in, or comes into, the public domain otherwise than through the receiving party's unauthorised disclosure.
- 9.3 Notwithstanding any other provision of this Agreement, CIC may make any announcement it desires regarding this Agreement, including its execution and existence or the arrangements contemplated herein, without the consent of the Client.
- 9.4 The Client must fully disclose any control person or entity, any influence person or entity and shadow director.

10. **NOTICES**

- 10.1 Any notice or other communication pursuant to, or in connection with, this Agreement shall be in writing and delivered personally, or sent by first class pre-paid recorded delivery post (air mail if overseas), to the party due to receive such notice at its or his (as the case may be) address as stated herein (or to such other address as may from time to time have been notified in writing to the other party in accordance with this Clause) or to such fax number as may from time to time have been notified in writing to the other party in accordance with this Clause (subject to the original notice or communication being sent by post on the same day in the manner specified above).
- 10.2 Subject to Clause 10.3, any notice or other communication shall be deemed to have been served:-
- 10.2.1 if sent by pre-paid recorded delivery post (other than air mail), two days after posting it;
- 10.2.2 if sent by email (subject to the original notice or communication being sent by post on the same day in the manner specified in Clause 10.1) upon receipt of a confirmation of transmission by CIC.
- 10.3 If a notice is given or deemed given at a time after 5.00 pm (Vancouver, Canada) on a Business Day or on a date which is not a Business Day, it shall be deemed to have been given at 9.00 am on the next Business Day.

11. **ENTIRE AGREEMENT**

- 11.1 This Agreement (together with all documents referred to in it) constitutes the entire agreement between the parties in relation to its subject matter and replaces and extinguishes all prior

agreements, undertakings, arrangements or statements (in whatever form) with respect to such subject matter.

11.2 No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of all of the parties.

12. **FURTHER ASSURANCES**

Each party shall at its own cost do or procure to be done all such further acts and things, and execute and procure the execution of all such other documents as the other parties may from time to time reasonably require for the purpose of giving effect to the provisions of this Agreement.

13. **INVALIDITY**

If any provision of this Agreement is held to be unenforceable or illegal, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall remain unaffected.

14. **WAIVER**

14.1 The failure by any party to exercise or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies such party may otherwise have and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

14.2 The parties' respective rights and remedies contained in this Agreement are in addition to, and not exclusive of, any other rights or remedies available at law.

15. **COUNTERPARTS**

15.1 This Agreement may be signed in any number of counterparts and by the parties on separate counterparts, each of which is an original, but all of which constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by e-mail (PDF) or telecopy shall be as effective as delivery of a manually executed counterpart of this Agreement.

15.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

16. **THIRD PARTY RIGHTS**

16.1 Except as expressly provided elsewhere in this Agreement, a person related to the Client who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

17. **GOVERNING LAW AND JURISDICTION**

17.1 This Agreement is governed by, and shall be construed in accordance with the laws of British Columbia, Canada, and the Parties irrevocably submits to the exclusive jurisdiction of the courts of British Columbia, Canada.

**IN WITNESS** whereof, this Agreement has been executed on the date first above written.

**SIGNED** by [ . ] )  
for and on behalf of )  
[. Client ] )

**SIGNED** by *Stuart J. Bromley* )  
for and on behalf of )  
**CIC CAPITAL LIMITED** )