

EXCLUSIVE SERVICES AGREEMENT

This Exclusive Services Agreement (the “**Agreement**”) is entered into as of November 12, 2021, (the “**Effective Date**”) between Zetta Capital Corp. (“**Client**”) and Looking Glass Media Limited. (“**Consultant**”). Client and Consultant each being a “**Party**”, and collectively being the “**Parties**.”

WHEREAS Client wishes to retain Consultant to perform the services as may be described in the statement of work set out in Schedule “A” to this Agreement (the “**SOW**” or “**Statement of Work**” and such services, the “**Services**”).

AND WHEREAS Consultant wishes to provide the Services to Client in accordance the SOW and the other provisions of this Agreement.

The Parties hereby agree as follows:

Agreement

1. **Services Provided by Consultant.** Consultant shall provide Client with the Services as per the SOW which shall form part of this Agreement. From time to time, the Parties may amend the SOW or add additional SOWs to this Agreement by mutual written agreement, each of which shall form part of this Agreement. Each Statement of Work shall specify the nature, location, and duration of the Services, and the compensation to be paid by Client for such Services, as well as the manner in which such SOW may be terminated. Each such SOW signed by both Parties shall be deemed to form part of this Agreement. In the event of any conflict between this Agreement and any SOW, this Agreement shall control unless the parties override a provision of this Agreement by express reference in a Statement of Work. For the term of this Agreement, Consultant shall be the exclusive provider of Services to Client; without prior written consent of the Consultant, the none of Client or any of its affiliates shall, directly or indirectly, procure any service from any third party that is similar to or competitive with the Services. As detailed in the SOW, the Services include consulting with respect to the selection, negotiation and integration of Client with various third party suppliers of payment and related services (each, a “**Third Party Supplier**”). For the term of the Agreement, Client shall not enter into any Third Party Supplier agreement unless approved in advance by Consultant.
2. **Independent Contractor Status.** It is expressly agreed that Consultant is acting as an independent contractor in performing the Services. No agent or employee of the Consultant shall be deemed to be an employee or agent of Client. None of the benefits provided by Client to its employees, including, without limitation, life, disability, health, and/or profit sharing benefits, if any, shall be available to Consultant or to any agent or employee of Consultant. Consultant will be performing the Services independently of Client and will be solely responsible for determining the manner, means, and timing of the performance of its responsibilities hereunder.
3. **Compensation and Expense Reimbursements.** The amount and timing of the compensation to be paid by Client to Consultant (the “**Fees**”), together with any invoicing requirements, shall be set forth in each SOW.
4. **Term and Termination.** This Agreement shall commence on the Effective Date and shall terminate upon the earlier to occur of: (a) the date which is twelve (12) months following the Effective Date or (b) either Party giving fifteen (15) days prior written notice of termination of

this Agreement at any time (either of the foregoing, a “**Termination**”). The period between the Effective Date and termination shall be the term of this Agreement. The following provisions shall survive any Termination: 2 Independent Contractor, 3 Fees, 4 Term and Termination, 5 Confidentiality, 6 Intellectual Property, 7 Hiring and Solicitation, 9 Indemnification, 10 Limitation of Liability, 11 Miscellaneous and those parts of the SOWs that by their nature survive termination.

5. **Confidentiality**. During the course of Consultant performing Services for Client, each Party may be given access to the other Party's trade secrets and proprietary and confidential information relating to the disclosing Party's (and/or its affiliates') business (collectively, “**Confidential Information**”). Each Party receiving Confidential Information of the other Party agrees to: (i) protect the discloser's Confidential Information in a reasonable and appropriate manner to the same extent it protects the confidentiality of its own Confidential Information of like kind, but in no event less than a reasonable manner; and (ii) use and reproduce the discloser's Confidential Information only to perform its obligations and exercise its rights pursuant to the Agreement. Recipient may share the discloser's Confidential Information with its employees and third parties that assist recipient in its performance of its obligations and the exercise of its rights pursuant to the Agreement and who are subject to non-disclosure obligations no less restrictive than those set forth herein. The obligations set forth in this Section shall not apply to information that is: (a) publicly known; (b) already known to the recipient; (c) disclosed to recipient by a third party who is not, to recipient's knowledge, under a confidentiality restriction with respect to such Confidential Information; or (d) independently developed by the recipient without reference to any Confidential Information. The disclosure of Confidential Information pursuant to a subpoena, other validly issued administrative or judicial process or otherwise as required by law shall not be a breach of the recipient's obligations, provided that the recipient shall provide prior notice to the discloser of such disclosure if permitted by law. The terms, conditions and content of this Agreement and any SOW are in all respects confidential. Client agrees to not disclose, directly or indirectly, the terms, conditions or content of this Agreement to any third person or entity other than to (i) Client's employees, financial or legal advisors who have a need to be informed of the contents hereof and who are advised and agree to abide by the confidentiality provisions in this Agreement or (ii) as required to comply with any applicable law or court order. Each Party acknowledges and agrees that this Section shall survive any Termination for a period of two (2) years.

6. **Intellectual Property**

- 6.1. Consultant agrees to and hereby assigns to Client all of Consultant's right, title, and interest (including, without limitation, copyrights, trade secrets and proprietary rights), to any deliverables delivered as part of the Services and paid for in full by Client under this Agreement (collectively, the “**IP Deliverables**”), except that Consultant will remain the sole owner of any Pre-existing Works incorporated therein. To the extent applicable, the IP Deliverables shall be deemed to be “works made for hire” under the federal copyright laws. Consultant agrees to give Client reasonable assistance to perfect such assignment of such rights, title and interest, at Client's sole cost and expense.
- 6.2. The IP Deliverables may contain pre-existing works of Consultant that are of a non-project-specific nature and are generally applicable to Consultant's business (collectively, the “**Pre-existing Works**”), and Consultant retains exclusive ownership rights thereto. To the extent that any Pre-existing Works are integrated into any IP Deliverables, Consultant hereby grants to Client a perpetual, worldwide, non-exclusive, non-transferrable, paid-up, limited license to use,

copy and modify such Pre-existing Works as integrated into such IP Deliverables for the operation of its business in the ordinary course.

6.3. The Parties acknowledge and agree that any email addresses or other contact information which is aggregated, compiled, or in any manner obtained by Consultant in connection with Consultant's services under this Agreement do not constitute IP Deliverables and may be used in perpetuity by Consultant unless otherwise in conflict with a legal agreement or business arrangement.

7. **Hiring and Solicitation**. During the period that this Agreement remains in effect and for a period of twelve (12) months after Termination, the Parties agree that they will not hire or solicit the other Party's employees, agents, or subcontractors, either directly or indirectly through the use of third parties, without the prior written consent and approval of the other Party, provided however, that general advertisements and other similar broad forms of solicitation, such as non-directed executive recruiters or placement agencies, shall not constitute direct or indirect solicitation hereunder.

8. **Representations and Warranties.**

8.1. Consultant represents and warrants to Client that no materials used by Consultant in the course of providing the Services (not including materials supplied by or on behalf of Client) will infringe any third party rights.

8.2. OTHER THAN THE FOREGOING WARRANTY, CONSULTANT MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.4. Client represents and warrants to Consultant as follows:

8.4.1. Client shall be solely responsible for compliance with, and shall ensure compliance with, all applicable laws, ordinances, rules and regulations pertaining to its business including without limitation all applicable securities laws and regulations.

8.4.2. All statements made by Client and all Documents provided by Client to Consultant, will in each case be accurate and complete in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading, and any projected and pro forma information relating to Client will represent Client's best current estimate of such projected or pro forma information, based on current assumptions and circumstances. Consultant will not be obligated to verify the accuracy and/or adequacy of any such statements or Documents supplied or disclosed to potential investors. All statements and communications which directly or indirectly describe or reference any securities shall be made by Client and not by Consultant, whose role in such regard is limited to marketing and public relations assistance and guidance.

8.4.2.1. For the purposes of this Agreement, "**Documents**" means and includes all information furnished to Consultant by or on behalf of Client, including any private placement or financing memorandum, projected and pro forma information, registration statement, tender offer document, financial information, and proxy statement, any amendments or

supplements thereto, various corporate reports or filings and any other materials or documents provided by or on behalf of Client.

9. **Indemnification**

- 9.1. Consultant hereby agrees to defend, indemnify, and hold harmless Client and its shareholders, officers, directors, agents, employees, affiliates, successors, and assigns (collectively, the “**Client Indemnitees**”), from any and all claims, suits, causes of action, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) (collectively, “**Claims**”) resulting from or arising out of or related to any breach of Consultant's representations or warranties under Section 8 of this Agreement.
- 9.2. Client hereby agrees to defend, indemnify, and hold harmless Consultant and its shareholders, officers, directors, agents, employees, affiliates, successors, and assigns (collectively, the “**Consultant Indemnitees**”), from any and all Claims resulting from or arising out of or related to (a) any materials or intellectual property provided by or on behalf of Client to Consultant; (b) the Services, except to the extent that such Claims result from Consultant's negligence, gross negligence or intentional or reckless misconduct; (c) any indemnifiable matters as may be set forth in any SOW; or (d) any breach of Client's covenants, representations, or warranties under this Agreement.

10. **Limitation of Liability**. In no event will Consultant be liable to any Client Indemnitee, or will Client be liable to any Consultant Indemnitee for any consequential, indirect, special, incidental, or punitive damages of any kind, including without limitation, lost profits, loss of data, or frustration of business expectations, arising out of or related to this Agreement or the Services, even if the Consultant or Client has been advised of the possibility of such loss or damage. The aggregate liability of Consultant arising out of or related to this Agreement or the Services, including liability pursuant to the indemnification provisions of this Agreement or otherwise, will not exceed the aggregate amount of Fees actually received by Consultant from Client under this Agreement during the (12) twelve month period preceding the first event giving rise to indemnification or liability, except if such liability is caused by a Consultant's negligence, gross negligence or intentional or reckless misconduct.

11. **Miscellaneous**

- 11.1. *Publicity*. Client hereby grants Consultant a royalty-free, non-exclusive, worldwide, perpetual, irrevocable, non-assignable (except to a successor-in-interest to Consultant or an affiliate of Consultant), non-sublicensable, right and license to use Client's name, logo, and trademarks, solely for promotional purposes such as in a portfolio, exhibition, advertising, or promotion of Consultant's products or services, and to reference Client on Consultant's website as a client of Consultant.
- 11.2. *Non-Disparagement*. Each Party agrees that it shall not disparage or encourage others to disparage the other Party or its business or any of that other Party's past or present employees, contractors, agents, managers, members, products, or services. For purposes of this Agreement, the term “disparage” includes, without limitation, any public comment or statement, and any comment or statement to the other Party's employees or to any individual or entity with whom the other Party has a business relationship (including, without limitation, any employee, contractor, agent, member, current or prospective investor, vendor, supplier, customer, or distributor of that other Party) that would adversely affect in any manner: (i) the conduct of Consultant's business or (ii)

the business reputation of the other Party or any of the other Party's past or present employees, contractors, agents, managers, members, products, or services.

- 11.3. *Notices.* Any notice or communication permitted or required by this Agreement shall be deemed effective when (a) personally delivered or (b) deposited, postage prepaid, return receipt requested, in the first class mail of Canada properly addressed to the appropriate Party at the addresses set forth on the signature page below or (c) upon confirmation of receipt of email to the email address set forth on the signature page below. The addresses below may be changed by giving notice of such change in the manner provided above for giving notice.
- 11.4. *Amendment.* This Agreement and any Statement of Work hereunder may be amended only by a written agreement executed by both Parties.
- 11.5. *Waiver.* No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
- 11.6. *Severability.* If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.
- 11.7. *Counterparts.* This Agreement may be executed in one or more counterparts by original or facsimile or PDF signature, and each such counterpart will be deemed an original and will become effective and binding on the Effective Date.
- 11.8. *Binding on Successors and Permitted Assigns.* This Agreement shall be binding and shall inure to the benefit of Client and Consultant and their respective successors and permitted assigns. Neither Party may assign this Agreement or any of its rights or obligations hereunder except with the prior written consent of the other Party or in connection with a sale of all or substantially all of the assets of the assigning Party, provided that the assigning Party must give reasonable notice of such sale.
- 11.9. *Governing Law.* This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Province of British Columbia, without regard to conflict of law provisions.
- 11.10. *Attorneys' Fees and Costs.* Should any dispute arise out of or in connection with this Agreement or the Services, including, but not limited to, a dispute regarding the enforcement of any of its terms, the prevailing Party in such dispute (as determined by a court of competent jurisdiction or arbitrator, as the case may be) shall be entitled to an award of its reasonable attorneys' fees and other costs incurred in connection with such dispute, in addition to any other relief.
- 11.11. *Integration.* This Agreement (including any Statements of Work that may be agreed upon hereunder) embodies the entire agreement of the Parties hereto respecting the matters within its scope and supersedes any prior or contemporaneous negotiations, correspondence, agreements, proposals or understandings relating to the subject matter hereof. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein.

[The remainder of this page is intentionally left blank.]

The Parties have signed this Agreement as of the Effective Date.

Client:

**ZETTA CAPITAL CORP.
232-3800 Wesbrook Mall
Vancouver BC
V6S 2L9**

"Tony Louie"

Name: Tony Louie

Title: President

Date:

Consultant:

**LOOKING GLASS MEDIA LIMITED.
325-3381 Cambie Street
Vancouver BC
V5Z 4R3**

"Francisco Kent Carasquero"

Name: Francisco Kent Carasquero

Title: President

Date: November 12, 2021

Acknowledged and Consented to by:

**PANGENOMIC HEALTH CORP.
103 – 3800 Wesbrook Mall
Vancouver, BC
V6S 2L9**

"Vincent Lum"

Name: Vincent Lum

Title: President and CEO

Date:

Schedule “A”

Statement of Work

This Statement of Work (“**SOW**”) is entered into pursuant to that certain Exclusive Services Agreement (the “**Agreement**”) entered into as of November 12, 2021 (the “**Effective Date**”) between Zetta Capital Corp. (“**Client**”) and Looking Glass Media Limited (the “**Consultant**”) and it forms part of the Agreement.

Summary Description:

Consultant is in the business of developing e-commerce businesses for on-line retailers and providing for those businesses a Payment Reliability System as described in the attached **Exhibit A** to this SOW (“**PRS**”). The PRS includes but is not limited to the Consultant’s own proprietary payment gateway technology described in detail in the API Documentation of the API Version 4.11 attached hereto as **Exhibit B** to this SOW (the “**Gateway**”).

Client has acquired 100% of the issued and outstanding shares of Pangenomic Health Corp. (“**PHC**”). PHC owns and operates a personalized health platform that helps patients and health practitioners connect with precision plant based alternative treatments for mental health as described in the attached November 2021 Corporate Presentation (the “**Platform**”).

PHC plans to deliver the Platform inclusive of an e-commerce solution to create a revenue model(s) which require providing PHC consumers payment options to purchase PHC products and services. Client shall obtain this e-commerce capability from the Consultant to support the Platform through the Services.

Project Scope:

The following activities are included but not limited within the scope of the project and will be managed and monitored by Consultant.

Phase 1: Payment Solution Integration

Audit:

- Server provider(s)
- Hosting provider(s)
- Website – terms and conditions, consumer and privacy policies

Review:

- Payment History Banking, Corporate Structure,
- Marketing, Sales, Brand Strategy and Goals
- Revenue Model

E-Commerce Integration:

- Gateway Plugin installation
- Age Verification Plugin installation
- Online Customer Support Integration

Payment Processor Application(s)

Pre – Application documentation complete for KYC
Processors Contracted and Merchant Account (MID) issued
MID configured with Gateway

Full Customer Flow Testing and Training Staff

Test Complete/Decline and Incomplete payment transaction
Test Settlement and Credit Card Descriptor
Testing of Complete/Decline and Incomplete payment emails
Support / Chat reviewed

Go Live

Gateway License Agreement (“GLA”) signed by Client in the form set out in **Exhibit D** to this SOW.

Phase 1 - Operational Support Services

Payment Processor Dashboard Training and Communications Support
Gateway Dashboard Training
ID Verification manual upload Training, Testing UX/UI
Woo Commerce Reconciliation review and testing
Configuration for processor load-balancing based on business
Refund/Fraud/Chargeback Chat Support
Customer Support Email/Chat Templates

Phase 2 – Growth Services

Marketing Strategy and Planning
Social Channel Setup and Strategy
Google Analytics
Revenue and Margin Analytics
Source and Traffic Analytics
Key performance indicator reporting

Phase 3 - Scale Services - Optional

Understanding Customer Purchasing
Strategy for Customer Acquisition
Referral and Affiliate Marketing
Customer Retention Tactics
Payment Workflow Optimization
Product Reviews/Feedback Flow optimized
Brand Development
Influencer Marketing Setup & Strategy

Key Assumptions:

1. Consultant will create and share login credentials to the Gateway dashboard with Client.
2. Consultant agrees not to disclose, directly or indirectly, any confidential or proprietary information related to these accounts to any third party or entity.
3. Phase 3 – Scale Services are Optional and related Fees are to be negotiated.
4. The fees for services described in this proposal are based on the current scope. If the scope of work changes, a change order(s) will be issued to account for such price changes.

Project Schedule:

This SOW will begin on the Effective Date and continue for twelve (12) months (the “**Initial Period**”).

Fees:

The Parties hereto acknowledge that Client is conducting one or more closings in connection with subscriptions for common shares in the capital of the Company and common share purchase warrants entitling the holder thereof to purchase additional common shares in the capital of the Company in the amount of one million five hundred thousand dollars (\$1,500,000.00) (the “**Private Placement**”). Consultant acknowledges that Client shall not be liable for the payment of any amount of Fees if the Private Placement does not close.

The Fees for the Services outlined in this SOW are as follows:

Service	Monthly Rate	Per GLA
Phase 1		X
Phase 2	[RATE REDACTED]	
Phase 3	TBD	
Total		

Invoicing:

Client agrees to promptly pay Consultant fees within five business days after the receipt of invoices.

All invoices shall be delivered to the following address, or by such other method or address as shall hereafter be specified by the Company:

Zetta Capital Corp
232-3800 Wesbrook Mall
Vancouver BC
V6S 2L9

Form of Payments:

All payments to be made hereunder shall be by wire transfer to an account designated by the Consultant.

SOW Term and Termination; Survival; Indemnification:

This SOW will expire at the conclusion of the Initial Period unless the parties agree in writing to extend the term.

Either party may terminate this SOW at any time, without cause or penalty, upon at least fifteen (15) business days' written notice to the other party.

The parties hereto have caused this SOW to be executed as of the Effective Date:

**ZETTA CAPITAL CORP.
232-3800 Wesbrook Mall
Vancouver BC
V6S 2L9**

**LOOKING GLASS MEDIA LIMITED.
325-3381 Cambie Street
Vancouver BC
V5Z 4R3**

"Tony Louie"

Name: Tony Louie

Title: President

Date:

Acknowledged and Consented to by:

**PANGENOMIC HEALTH CORP.
103 – 3800 Wesbrook Mall
Vancouver, BC
V6S 2L9**

"Vincent Lim"

Name: Vincent Lum

Title: President and CEO

Date:

"Francisco Kent Carasquero"

Name: Francisco Kent Carasquero

Title:

Date: November 12, 2021

Exhibit A - Payment Reliability System

Exhibit B – Gateway Documentation

Exhibit C – SPA

None

Exhibit D – Gateway License Agreement