

MANAGEMENT AND ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT made as of the 21st day of September, 2018 (the “**Effective Date**”).

BETWEEN:

GOLDSEEK RESOURCES INC., a company incorporated under the laws of British Columbia having a business office at 1231 Huron Street, London, Ontario H5Y 4L6

(the “**Company**”)

AND:

GEODUCK CAPITAL CORP., a company incorporated under the laws of British Columbia having a business office at 1905 West 16th Avenue, Vancouver, British Columbia V6J 2M5

(the “**Manager**”)

AND:

QUINN FIELD-DYTE, of 1905 West 16th Avenue, Vancouver, British Columbia V6J 2M5

WHEREAS the Company has agreed to retain the management and administrative services (the “**Services**”) of the Manager and the Manager has agreed to provide the Services through Quinn Field-Dyte to the Company on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree (the “**Agreement**”) as follows:

1. Appointment

1.1 The Company hereby retains the Manager to provide the Services to the Company, and the Manager hereby agrees to provide the Services upon the terms and conditions contained in this Agreement. The Manager and Mr. Field-Dyte agree that Mr. Field-Dyte, a principal of the Manager, shall provide the Services to the Company on behalf of the Manager and that Mr. Field-Dyte shall serve as Chief Financial Officer and Corporate Secretary of the Company.

2. Duration of Service

2.1 This Agreement shall be for an initial term of 18 months commencing on the Effective Date. Provided that this Agreement has not been terminated by either party pursuant to paragraph 6.1, the

Company may renew this Agreement for additional one-year terms by providing to the Manager written notice of same at least 30 days prior to the expiration of the current term.

3. Remuneration

3.1 As compensation for the Manager's assistance with the formation of the Company, the Company agrees to issue to the Manager a total of 100,000 common shares of the Company (the "**Common Shares**") as of the Effective Date. Thereafter, on or before November 15, 2018, the Company shall issue to the Manager an additional 195,000 Common Shares on account of Services performed by the Manager to such date. Finally, upon the Company filing a listing application to list the Common Shares on the Canadian Securities Exchange (or such other stock exchange as the parties hereto may agree) (the "**Listing**"), the Company shall forthwith pay the Manager the sum of \$20,000 and pay the further sum of \$20,000 upon completion of the Listing and also issue an additional 97,500 Common Shares to the Manager, all on account of Services rendered.

3.2 The Manager shall be reimbursed for all reasonable travelling and other out-of-pocket expenses actually and properly incurred by it in connection with its duties hereunder provided that the Manager first furnishes statements and vouchers for all such expenses to the Company.

4. Duties of Manager

4.1 The Manager, through Mr. Field-Dyde, shall have, subject always to the general or specific instructions and directions of the board of directors (the "**Directors**") of the Company, full power and authority to manage the administration of the Company's affairs except in respect of such matters and duties as by law must be transacted or performed by the board of directors or senior officers of the Company. Without limiting the generality of the foregoing, this shall include the power and authority to enter into contracts, engagements or commitments of every nature or kind in the name of and on behalf of the Company and to engage and employ and to dismiss all employees and agents of the Company (other than officers of the Company).

4.2 The Manager and Mr. Field-Dyde shall:

- (a) conform to all lawful instructions and directions from time to time given to it by the Chief executive officer and the Directors of the Company;
- (b) devote sufficient time and attention to the business and affairs of the Company; and
- (c) well and faithfully serve the Company and use its best efforts to promote the interests of the Company.

5. Confidentiality

5.1 Unless permitted by resolution of the Directors (excluding Mr. Field-Dyde, to the extent that he is a Director), neither the Manager nor Mr. Field-Dyde shall, during the term of this Agreement or at any time thereafter, use for its or his own purposes or for any purposes other than those of the Company any intellectual property or knowledge or confidential information of any kind whatsoever

that it or he may acquire in relation to the Company's business, and such shall be and remain the property of the Company.

6. Termination

6.1 Notwithstanding any other provision of this Agreement, either of the parties hereto may give to the other 1 month's notice in writing of its intention to terminate this Agreement and on the expiration of such period, this Agreement shall be wholly terminated.

7. General

7.1 The headings and section references in this Agreement are for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.

7.2 Time is hereby expressly made of the essence of this Agreement with respect to the performance by the parties of their respective obligations under this Agreement.

7.3 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. This Agreement may not be assigned by either party hereto without the prior express written consent of the other party.

7.4 This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and may not be amended, waived or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought and this Agreement supersedes all prior agreements between the parties.

7.5 Each of the parties hereto hereby covenants and agrees to execute such further and other documents and instruments and do such further acts and other things as may be necessary to implement and carry out the intent of this Agreement.

7.6 All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if emailed, delivered by hand or mailed by postage prepaid double registered mail addressed as follows:

- (a) To the Company: Goldseek Resources Inc.
1231 Huron Street
London, Ontario N5Y 4L1
Attention: President and Chief Executive Officer
Email: jdeluce4@gmail.com

- (b) To the Manager or Geoduck Capital Corp. / Quinn Field-Dyte
to Quinn Field-Dyte: 1905 West 16th Avenue
Vancouver, British Columbia V6J 2M5
Email: gpfd.is@gmail.com

or to such other email address or address as may be given in writing by the Company, the Manager or Mr. Field-Dyte, as the case may be, and shall be deemed to have been received, if delivered or emailed, on the date of delivery or the date on which the email was sent, as the case may be, and if mailed as aforesaid, then on the third business day following the posting thereof.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto effective as of the day and year first above written.

GOLDSEEK RESOURCES INC.

“Jonathon Deluce”

Per: Authorized Signatory

GEODUCK CAPITAL CORP.

“Quinn Field-Dyte”

Per: Authorized Signatory

“Quinn Field-Dyte”

QUINN FIELD-DYTE