

ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT made effective the 20th day of February, 2019 (the “Effective Date”) between ALTUM RESOURCE CORP., (the “Company”) having a registered office at Suite 1170, 1040 West Georgia Street, Vancouver, British Columbia, V6E 4H1 and the EUROPEAN BUSINESS CENTER – NORTH AMERICA (“EBC”), a division of Dynamis Capital Corp., having an office at 3148 Highland Boulevard, North Vancouver, British Columbia, V7R 2X6.

WHEREAS the Company wishes to retain the services of the EBC to provide services with respect to the administrative and corporate affairs of the Company;

AND WHEREAS the EBC provides management and administrative services to private and public companies;

AND WHEREAS the EBC has agreed to provide its administrative and management services to the Company on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. APPOINTMENT AND TERM

1.1 Appointment. The Company hereby appoints the EBC, and the EBC hereby accepts such appointment, to provide the following administrative and management services (the “Services”):

- (a) general administrative services, as required;
- (b) management of the Company’s finances, including the receipt and disbursement of subscription proceeds from financing, and the appointment of the EBC’s representative, being Priscilla Ikani, as an authorized signatory on the Company’s bank accounts;
- (c) advice to the board of directors and senior management of the Company; and
- (d) general liaison with, and instruction of, the Company’s legal, accounting and financial advisors,

subject always to the direction and supervision of the board of directors and the management of the Company.

1.2 Term. Subject to the terms hereof, this Agreement will become effective as of the Effective Date and shall continue until otherwise terminated in accordance with the terms of this Agreement. Such termination shall not affect the EBC’s continuing obligation to the Company under Section 3 hereof.

1.3 Termination. Either party may terminate this Agreement by giving written notice thereof to the other party. If the Company terminates this Agreement, the Company shall provide the EBC with working notice, payment in lieu of working notice or a combination thereof, equal to three (3) months of the Fees as defined in Section 2.1 hereof.

1.4 Effect of Termination. Termination of this Agreement will not prejudice any right of either party hereunder accruing to the date of termination. Without limiting the generality of the foregoing, any

outstanding fees payable for services rendered to the date of termination will be paid by the Company to the EBC.

1.5 Independent Contractor. The EBC's relationship with the Company shall be that of an independent contractor. The EBC will not be eligible for any benefits, other than as specifically provided herein, nor will the Company make deductions from payments, if any, made to the EBC for taxes, all of which will be the EBC's responsibility.

2. FEES

2.1 General. The Company hereby agrees to pay to the EBC during the currency of this Agreement, as remuneration for the provision of the Services, the amount of \$2,500 per month plus applicable taxes (the "Fees"), payable on the first of every month and commencing on March 1, 2019, provided that the payment on March 1, 2019, will be for \$3,214.29 representing *pro rata* Fees of \$714.29 for February 2019 and Fees of \$2,500 for March 2019.

2.2 Expenses. The Company further agrees to reimburse the EBC, at the time of making payment for Services hereunder, the reasonable out-of-pocket expenses incurred by the EBC, its officers, directors, shareholders, representatives, advisors, sub-agents and employees (collectively, the "Representatives"), in connection with the provision of any of the Services; provided that the EBC will submit to the Company invoices detailing such out-of-pocket expenses.

3. LIMITED LIABILITY AND INDEMNITY

3.1 Limitation of Liability. The parties acknowledge and agree that, except in respect of acts or omissions which constitute bad faith, wilful misconduct or gross negligence in providing the services hereunder, none of the EBC or its Representatives will in any circumstance be held responsible for, or liable to the Company for, any claims, losses, expenses, liabilities, liens, penalties or damages, directly or indirectly incurred, sustained, suffered by or asserted against the Company relating to, arising out of, resulting from or in any way connected with the Services provided by the EBC hereunder.

3.2 Indemnity. The Company will indemnify and save harmless each of the EBC and its Representatives from and against any and all costs, losses, expenses, liabilities, penalties, or damages, directly or indirectly, sustained, incurred or suffered by the Company and any of its directors, officers, employees, shareholders, representatives and agents relating to, arising out of, resulting from or in any way connected with the performance of the Services, other than in respect of acts or omissions of the EBC or its directors, officers, employees, representatives or agents, which constitute bad faith, wilful misconduct or gross or reckless negligence in performing the Services.

4. CONFIDENTIALITY

4.1 Ownership of Confidential Information. The EBC acknowledges that in the course of the EBC's engagement with the Company, the EBC or any of its Representatives shall be exposed to or otherwise become aware of Confidential Information (as defined below), and that such Confidential Information is a valuable asset which is the property of the Company exclusively, the unauthorized use or disclosure of which would cause serious and irreparable harm to the economic interest of the Company.

4.2 Confidential Information. The EBC agrees that at all times during the term of this Agreement, other than as required in the normal course of business and in the best interest of the Company, and at all times following the termination of this Agreement, for any reason, the EBC shall hold in confidence and keep confidential, and shall cause its Representatives to hold in confidence and keep confidential, all Confidential Information. For the purpose of this Agreement, "Confidential Information" is defined as any information (except information that is or lawfully becomes public knowledge) concerning the business or operation of the Company, its subsidiaries and affiliates, including, but not limited to, letters of intent, agreements, contracts, distribution lists, customer, client or supplier lists, business plans or finance documents, financing agreements, financial information, marketing plans or strategies, product or technical information, personnel information, inventions, ideas, concepts, designs, improvements or other developments, and any other documents, procedures, policies, programs, reports or other information received, developed, prepared or coordinated by the EBC or its Representatives, whether alone or together with others and whether in hard copy, electronic or verbal form, in the course of the EBC's engagement with the Company.

4.3 Maintaining Confidentiality of Confidential Information. The EBC shall not use, copy, disclose, publish, make available, distribute or otherwise exploit the Confidential Information, directly or indirectly, without first obtaining the written consent of the Company, except as required by applicable law; provided that the EBC shall first have promptly notified the Company of such requirement prior to disclosure of the Confidential Information. The EBC is liable for ensuring that its Representatives maintain confidentiality over the Confidential Information.

4.4 Return of Confidential Information. Immediately upon the termination of this Agreement, for any reason, the EBC and its Representatives shall deliver to the Company all Company property which is in the possession, charge, control or custody of the EBC or its Representatives, including without limitation the Company's ideas, discoveries, inventions, formulae, algorithms, techniques, processes, know how, trade secrets, research, laboratory notes, data, analysis, assays, designs, methods, flow charts, drawings, specifications, plans, prototypes, apparatus, devices, software, financial statements and forecasts, customer and supplier lists, relationship with consultants, contracts, business plans and marketing strategies relating or pertaining to the Company's business, whether provided to the EBC by the Company or created by the EBC or its Representatives for the Company, including any copies, representations or reproductions of the same.

5. GENERAL

5.1 Representations and Warranties. Each of the parties hereto represents and warrants to the other party that it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the power and capacity to enter into this Agreement and to carry out its terms and the execution and delivery of this Agreement by the party has been duly and validly authorized by all necessary corporate action.

5.2 Notices. Any notices to be given by either party hereto to the other party will be well and sufficiently given if delivered personally or if sent by courier to the parties at the respective addresses set out above, or such other address or addresses as the parties may notify to the other party from time to time in writing. Such notice will be deemed to have been given at the time of delivery, if delivered in person, or on the next business day after the day of delivery, if delivered by courier.

5.3 Entire Agreement. This Agreement supersedes any prior consulting or other similar agreements between the EBC and the Company with respect to the subject matter hereof.

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

5.5 Amendment. This Agreement may not be amended except by written document signed by both parties hereto.

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

ALTUM RESOURCE CORP.

**EUROPEAN BUSINESS CENTER
– NORTH AMERICA**
(a division of Dynamis Capital Corp.)

Per:

Per:

"James Walchuck"
Authorized Signatory

"Priscilla Ikani"
Authorized Signatory

Name: James Walchuck
Title: Chief Executive Officer and Director

Name: Priscilla Ikani
Title: Project Coordinator