

MANAGEMENT & ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT made effective as of the ___1___ day of September, 2020.

BETWEEN:

PATHWAY CAPITAL LTD., a company incorporated under the laws of the Province of British Columbia (the “**Manager**”)

- and -

LEVEL 14 VENTURES LTD., a company incorporated under the laws of the Province of British Columbia (the “**Entity**”)

WHEREAS:

- A. The Entity requires certain services and personnel to enable it to carry on its business and the Manager has access to these services and personnel and the Entity would like to engage the Manager to assist the Entity in accessing such services and personnel including, without limitation, office space, equipment, secretarial and accounting personnel and expertise (the “**Administration Services**”);
- B. The Manager also has experience and expertise in corporate finance, securities law, capital raising, corporate re-organizations, and mergers and acquisitions and the Entity would like to have access to such services on a regular basis to assist the Entity in accessing opportunities and seeking strategic advice from the Manager in these areas (the “**Management Services**”);

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the covenants herein contained and such other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties), the Parties hereby agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, the following terms will have the meanings set out below unless the context otherwise requires:

“**Administration Fee**” has the meaning ascribed thereto in Section 4.1;

“**Confidential Information**” means the confidential, secret or proprietary information of one Party or any of its Affiliates or Customers (the “**Disclosing Party**”), including data, technical information, financial information including prices, business information including business plans, strategies and practices, information relating to customers and prospective customers, trade secrets, know-how, methods, procedures, reports, budgets,

computer tapes and other storage media, technology, files, documentation, and software of the Disclosing Party which has been or may hereafter be disclosed, directly or indirectly, to any other Party (the “**Receiving Party**”) either orally, in writing or in any other material form pursuant to and in conjunction with this Agreement;

“**Disclosing Party**” has the meaning ascribed thereto in the definition of “**Confidential Information**” set out herein;

“**Exchange**” means the Canadian Securities Exchange;

“**Governmental Authority**” means any nation, federal government, province, state, municipality or other political subdivision of any of the foregoing, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

“**Fees**” has the meaning ascribed thereto in Section 4.1;

“**Management Fee**” has the meaning ascribed thereto in Section 4.1;

“**Parties**” means Manager and Entity and “**Party**” means any one of them;

“**Receiving Party**” has the meaning ascribed thereto in the definition of “**Confidential Information**”;

“**Services**” has the meaning ascribed thereto in Section 2.1; and

“**Taxes**” includes all goods and services, sales, use, transfer, stamp, value added, gross receipts or excise tax or any similar taxes, fees, duties or imposts.

1.2 Headings

The headings in this Agreement are included for convenience only and in no way define or limit any of the provisions hereof or otherwise affect their construction or interpretation.

1.3 Number and Gender

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.4 Choice of Law

This Agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be construed, interpreted and performed in accordance therewith.

1.5 Attornment

Any legal action or proceedings with respect to this Agreement shall be brought in the courts of the Province of British Columbia and the courts of appeal therefrom. Each Party hereby attorns to and accepts for itself and in respect of its assets, irrevocably and unconditionally, the jurisdiction of such courts.

ARTICLE 2 ENGAGEMENT

2.1 Engagement of Manager by the Entity

The Entity hereby engages the Manager to provide the Entity with the Administration Services and the Management Services (collectively called the “**Services**”) on an as and when needed basis and on the terms and conditions herein set out and further the Parties acknowledge and agree that the Services will be subject to the direction and approval of the Board of Directors of the Entity which, in its absolute discretion, may accept or reject the advice of the Manager in respect to the Services.

ARTICLE 3 CONCERNING MANAGER

3.1 Standard of Care

Manager shall exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Entity and shall exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The Entity acknowledges that conflicts of interest may arise between Manager, the Entity and that in resolving such conflicts Manager shall take such actions and do such things as Manager considers are appropriate under the circumstances.

3.2 Representations and Warranties

The Manager and the Entity represent and warrant each to the other that it is a valid and subsisting corporation duly incorporated under the laws of its jurisdiction of incorporation and has full corporate power and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate proceedings and obtained all necessary approvals in respect thereof and, upon execution and delivery of this Agreement by it, this Agreement will constitute a legal, valid and binding obligation enforceable against it in accordance with its term.

3.3 Liability of Manager

Manager shall not be liable for any error of judgement or for any loss suffered by the Entity in connection with the matters to which this Agreement relates, except a loss resulting from wilful misconduct, bad faith, gross negligence or reckless disregard by it of its obligations and duties under this Agreement or in cases where Manager fails to act honestly and in good faith with a view to the best interests of the Entity or to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

3.4 Appointment of Agents

Manager may employ or engage or appoint as agent and rely and act upon information or advice received from advisors, accountants, legal counsel and others, provided Manager satisfies the standard of care described in Section 3.1 in relying and acting upon information received from such person.

3.5 Relationship of Manager and the Entity

The performance by Manager of its duties and obligations under this Agreement shall be strictly as an independent contractor. Except as may be expressly set out herein, nothing contained in this Agreement shall create or imply any agency relationship among or between any of the Parties, nor shall this Agreement be deemed to constitute a joint venture or partnership between the Parties.

3.6 Other Activities of Manager

The Entity acknowledges that Manager has management responsibilities and contracts with other persons, companies and other entities. The Entity therefore agrees that Manager may provide management and administration services to such other persons and entities which are the same or different from the services provided to the Entity by Manager.

ARTICLE 4 FEES AND PAYMENT

4.1 Fees Payable by Entity

The Entity will pay to the Manager, on a monthly basis, the sum of \$3,000 (the “**Management Fee**”) in consideration of the Manager providing the Management Services and the sum of \$2,000 (the “**Administration Fee**”) in consideration of the Manager providing the Administrations Services (collectively called the “**Fees**”).

The Fees will be payable by the Entity within two (2) weeks of the end of the calendar month in which the Fees were due.

4.2 Payments in Respect of Taxes

All payments required to be made pursuant to this Agreement shall be plus all applicable Taxes.

4.3 Excluded Services

FOR GREATER CERTAINTY the following is a non-inclusive listing of services and costs that in general are not included in the services provided by the Manager: legal, audit, insurance, tax returns preparation, filing fees, regulatory fees, travel, interest and bank charges, costs related to raising capital, costs related to business and property acquisitions (collectively the “**Other Costs**”). However, if Manager pays for these Other Costs on behalf of the Entity, then these costs will be invoiced by Manager and the Entity will reimburse Manager for such costs.

**ARTICLE 5
TERM AND TERMINATION**

5.1 Term of Agreement

This Agreement is for an initial term commencing on the date hereof and expiring after one (1) year, and shall be automatically renewed from time to time thereafter for additional terms of one (1) year unless otherwise terminated pursuant to Section 5.2 hereof.

5.2 Termination of Agreement

This Agreement may be terminated by either Party giving at least 180 days' prior written notice in first year of this Agreement (commencing on the effective date of this Agreement) and by giving at least 90 days' prior written notice in the subsequent years (or such shorter period as the Parties may mutually agree upon) to the other Party of termination.

**ARTICLE 6
RECORDS AND REPORTING**

6.1 Records and Reporting

Manager shall maintain, at all times, copies of all records related to the Services and the fees invoiced to the Entity for the Services (collectively, "**Documentation**") and the Manager shall prepare such other reports as may be reasonably required by the Entity from time to time.

**ARTICLE 7
INDEMNIFICATION**

7.1 Indemnification of Manager

Manager (and each of its directors, officers, employees, consultants, agents and shareholders) shall be indemnified and saved harmless by the Entity from and against all liabilities and expenses (including judgements, fines, penalties, amounts paid in settlement and counsel fees), reasonably incurred in connection with any action, suit or proceeding to which Manager may hereafter be made a Party by reason of providing services hereunder to the Entity provided that Manager shall not be finally adjudged in such action, suit or proceeding as liable for or guilty of wilful misconduct, bad faith, gross negligence or reckless disregard of duty to the Entity, in relation to the matter or matters in respect of which indemnification is claimed.

**ARTICLE 8
CONFIDENTIALITY**

8.1 Confidentiality

Each Party shall use the Confidential Information of the other Parties only for the purposes contemplated by this Agreement. The Receiving Party shall use commercially reasonable efforts to ensure that the Confidential Information of a Disclosing Party is not used, disclosed, published, released, transferred or otherwise made available in any form to, for the use or benefit

of, any person (other than its Affiliates) except as provided in this Article 8, without such Disclosing Party's approval, which may be unreasonably withheld. Each Receiving Party shall, however, be permitted to disclose relevant aspects of a Disclosing Party's Confidential Information to its officers and employees to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement; provided, however, that such Party shall take all commercially reasonable measures to ensure that Confidential Information of another Party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers and employees and such officers and employees are familiar with the requirements of this Article 8. A Receiving Party shall also be permitted to disclose relevant aspects of a Disclosing Party's Confidential Information to its directors, professional advisors, subcontractors, suppliers and agents on such terms which are reasonable considering the sensitivity of the Confidential Information, legal requirements and the identity of the disclosee, which terms shall at least include the requirements set forth in this Section 8.1.

ARTICLE 9 GENERAL PROVISIONS

9.1 Stock Exchange Acceptance

This Agreement may be subject to the acceptance for filing thereof by the stock exchange on which the Entity's shares are listed for trading. If this Agreement is not accepted for filing by the Exchange, the Parties will forthwith negotiate such amendments to this Agreement as may be necessary to secure such acceptance for filing.

9.2 Further Assurances

A Party shall, upon request of the other Party, execute and deliver or cause to be executed and delivered all such documents, deeds and other instruments of further assurance and do or cause to be done all such acts and things as may be reasonably necessary or advisable to implement and give full effect to the provisions of this Agreement.

9.3 Assignment

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

9.4 Enurement

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

9.5 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. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or

understanding, express or implied, between the Parties other than those expressly set forth in this Agreement.

9.6 Notice

Any notice required or permitted to be given hereunder shall be in writing and shall be properly given, if delivered personally, or by mail or by e-mail or other similar form of communication addressed:

(a) to the Entity at:

Level 14 Ventures Ltd.
1400-400 Burrard Street
Vancouver, BC V6C 3A6

Attention: Marcel de Groot
E-mail: [*REDACTED – Personal Information*]

(b) to Manager at:

Pathway Capital Ltd.
1400-400 Burrard Street
Vancouver, BC V6C 3A6

Attention: David E. De Witt
E-mail: [*REDACTED – Personal Information*]

Any notice, direction or other instrument given as aforesaid shall be deemed to have been effectively given, if sent by e-mail or other similar form of telecommunications on the next business day following such transmission or, if delivered, to have been received on the date of such delivery or, if mailed, to have been received seven days after the mailing thereof. Either Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to the Party at its changed address.

9.7 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.

9.8 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of

this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.9 Counterpart Execution

This Agreement may be executed by facsimile or other electronic means and in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

9.10 Effective Date

Notwithstanding the date or dates upon which this Agreement is executed by either Party, this Agreement shall be in full force and effect between the Parties effective as of and from the date first above written.

9.11 Currency

All references to dollars \$ in this Agreement will be in Canadian dollars.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed as of the date and year first above written.

PATHWAY CAPITAL LTD.

Per: (signed) "David E. De Witt"
Name: David E. De Witt
Title: Chairman

LEVEL 14 VENTURES LTD.

Per: (signed) "Marcel de Groot"
Name: Marcel de Groot
Title: President & CEO