



ACM Management Inc.  
333 Terminal Ave., Suite 220  
Vancouver, BC, V6A 4C1  
www.acmfirm.com

November 30, 2020

Vegano Foods Inc.  
838 W. Hastings St.  
Vancouver, BC, V6C1C8

**Attention: Conor Power**

Dear Conor:

**Re: Engagement Letter**

The purpose of this letter (the “**Agreement**”) is to confirm and outline the basis on which ACM Management Inc. (“**ACM**”) will provide accounting and CFO services to Vegano Foods Inc. (“**VEGANO**”). The terms and conditions of this Agreement apply to all work performed for VEGANO by ACM except where otherwise agreed in writing.

**1. Scope of Services**

- 1.1 ACM will provide the services set out in Schedule A attached hereto (collectively, the “**Services**”). ACM will use all reasonable commercial efforts to provide the Services in an efficient and timely manner using reasonable care, skill and expertise.
- 1.2 Alex McAulay, a partner of ACM Management Inc. will act in his capacity as CFO and will conduct these CFO services through ACM.

**2. Responsibilities of VEGANO**

- 2.1 VEGANO will cooperate with ACM in the performance by ACM of the Services, including, without limitation, providing ACM with timely access to data, information and personnel of VEGANO, as applicable.
- 2.2 VEGANO will provide ACM with all data, documents and information considered necessary by ACM for performance of the Services, respond to all questions, and otherwise provide such assistance as reasonably requested in performance of the Services.
- 2.3 VEGANO will be responsible for the timeliness, accuracy and completeness of all data, documents and information including all financial data and information provided to

ACM by or on behalf of VEGANO to be used in connection with the provision of the Services and for the implementation of any advice provided as part of the Services.

- 2.4 ACM may use and rely on the accuracy and completeness of all data, documents and information furnished by VEGANO or others without verification and will be entitled to request that VEGANO provide a representation letter as to the accuracy and completeness of all data, documents and information furnished by VEGANO.
- 2.5 Additionally, ACM's performance will be dependent upon the timely fulfilment of VEGANO's responsibilities in accordance with the Agreement and timely decisions and approvals of VEGANO in connection with the Services. ACM will be entitled to rely on all decisions and approvals of VEGANO.

### **3. Engagement Term**

- 3.1. The term of this Agreement for the provision of the Services commences effective November 30, 2020 and, subject to any earlier termination or cancellation as described below, continues until November 29, 2021 (the "**Term**").
- 3.2. The Client or ACM may terminate this Agreement immediately for failure of the other party to meet its obligations hereunder. Without restricting the generality of the foregoing, the failure of the Client to make any payment to ACM when due will be grounds for immediate termination by ACM.
- 3.3. Should the Client terminate this Agreement without cause before the Services have been fully provided, the Client will compensate ACM in accordance with the terms of the Agreement for the Services provided and expenses incurred through the effective date of termination.
- 3.4. Upon termination of this Agreement, ACM will deliver the following in accordance with the directions of the Client:
  - (a) a final accounting, reflecting the balance of fees and expenses incurred on behalf of the Client as of the date of termination; and
  - (b) all documents pertaining to the Client or this Agreement.
- 3.5. This agreement shall renew at the end of each Term for a period of 3 months.

### **4. Responsibilities of ACM**

- 4.1 ACM will not be responsible for dealing with any matters other than those which specifically form part of this Agreement.
- 4.2 In formulating any advice as part of the Services, ACM may discuss ideas with VEGANO verbally or provide VEGANO with drafts of such advice, which advice is only binding for ACM if final drafts of this type or verbal advice are definitively confirmed to VEGANO in writing. As a consequence, ACM may not be held liable if VEGANO or another party decides to rely upon or act on the basis of a non-definitive draft or verbal advice.

4.3 This Agreement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, ACM will inform you of any material errors that come to its attention and any fraud or other illegal acts that come to its attention, unless they are clearly inconsequential. In addition, ACM has no responsibility to identify and communicate significant deficiencies or material weaknesses in internal controls as part of the provision of the Services, and ACM's engagement cannot be relied upon to disclose the same.

4.4 ACM will not have any right or authority, express or implied, to commit or otherwise obligate VEGANO in any manner whatsoever, except to the extent specifically authorized by VEGANO and this Agreement. ACM is not authorized to make any representation, contract or commitment on behalf of VEGANO unless, prior to such time, ACM is specifically authorized in writing to do so by VEGANO.

**5. Payment of Fee and Invoices**

5.1 As consideration for the provision of the Services described in this Agreement, the Client agrees to pay ACM on an hourly basis for each hour of provided services in accordance with the following hourly rate structure:

◆ <i>Manager of Financial Reporting</i>	██████████	per hour
◆ <i>Senior Accountant:</i>	██████████	per hour
◆ <i>Corporate Secretary:</i>	██████████	per hour
◆ <i>Accountant:</i>	██████████	per hour
◆ <i>Admin support:</i>	██████████	per hour

5.2 ACM will invoice the Client during the first week of each calendar month for the fees owing for the Services provided during the immediately preceding calendar month, plus all applicable taxes. The invoice will identify the hourly rate and hours of service. Each invoice will be payable within ten (10) days of the invoice date. Failure by the Client to pay an invoice within ten (10) days of the invoice date may result in a late payment charge equal to the lesser of 1% per month or the maximum rate permitted by law.

5.3 Performance of the Services or payment of invoices, in whole or in part, implies acceptance of the terms of business and of the content of this Agreement. The fees and invoices are deemed accepted if they are not contested within a period of 30 calendar days after receipt.

5.4 ACM may incur expenses on behalf of VEGANO in connection with providing the Services. Whenever possible and appropriate, ACM will forward such expenses to VEGANO, together with a brief explanation for their incurrence, for prompt payment directly to the originator of such expense. Otherwise, VEGANO will reimburse ACM for all such incurred expenses, promptly upon receipt of the expense for reimbursement together with a brief explanation for their incurrence.

5.5 All dollar amounts referred to are in Canadian dollars.

## 6. Confidentiality

- 6.1 ACM acknowledges that the provision of the Services may provide ACM access to proprietary, trade secret and confidential information of VEGANO. This information may include not only financial information, but also sales and marketing data, product formulae, business plans and strategies, customer names and contacts, employee information, and other information of VEGANO not disclosed to the public in the normal course of business. ACM will not disclose this information to any person or party, or use it for any other purpose, during the Term and after the expiration or termination of this Agreement, except only with the consent of VEGANO, or as may be required by law.

## 7. Non-Solicitation

- 7.1 During the Term, and for a period of three (3) years immediately following the termination or expiration of this Agreement, VEGANO agrees not to solicit personnel, employee or independent contractor involved with ACM to terminate or breach any employment, contractual or other relationship with ACM, or to otherwise discontinue or alter such third party's relationship with the ACM.
- 7.2 During the Term, and for a period of three (3) years immediately following the termination or expiration of this Agreement, VEGANO agrees not to, on VEGANO's own behalf or on behalf of or in connection with any third party, directly or indirectly, in any capacity whatsoever, engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including without limitation the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of ACM or any of its affiliates, officers, directors, employees, consultants or advisors.
- 7.3 Should there be a breach of the Non-solicitation term, 7.1, the penalty will be the equivalent to one-year salary of the employee, independent contractor, or personnel.

## 8. Electronic Communication

- 8.1 Except as instructed in writing, each party may assume that the other party approves of the use of facsimile, electronic mail, voicemail and other electronic communication (each, an "**Electronic Communication**") of both sensitive and non-sensitive data, documents, information and other communications concerning the provision of Services and other matters under this Agreement, as well as other means of communication used or accepted by the other party.
- 8.2 It is recognized that the use of Electronic Communication carries with it the possibility of inadvertent misdirection, interception or non-delivery of confidential material. If VEGANO does not consent to the use of Electronic Communication in the course of providing the Services, VEGANO should immediately notify ACM in writing.
- 8.3 ACM does not accept responsibility and will not be liable for any damage or loss caused in connection with the interception, unintentional disclosure, use or corruption of any

data, document, information or Electronic Communication or if such data, document, information or Electronic Communication contains a virus. ACM will not be liable for any damage or loss arising as a result of any unauthorized copying, recording, reading, use or interference with any data, document, information or Electronic Communication, for any delay or non-delivery of any data, document, information or Electronic Communication and for any damage caused to VEGANO's system or any files by any data, document, information or Electronic Communication.

- 8.4 VEGANO is responsible for maintaining and archiving all original documents that VEGANO must maintain or archive in order to meet all relevant legal, statutory, regulatory or professional rules. If ACM is to maintain original documents at the express request of VEGANO, ACM will not be liable for it.

## **9. Indemnification**

- 9.1 VEGANO hereby agrees to indemnify ACM in accordance with Schedule B, which Schedule forms part of this Agreement and the consideration of which is the entering into of this Agreement. Such indemnity (the "**Indemnity**") will be executed and delivered to ACM on the execution of this Agreement and will be in addition to, and not in substitution for, any liability which VEGANO or any other person may have to ACM or other persons indemnified pursuant to the Indemnity apart from such Indemnity. The Indemnity will apply to all Services contemplated herein.

- 9.2 In addition, VEGANO will indemnify and hold ACM harmless, without restriction or limitation, for any loss, costs, damages, penalties or liability whether direct, indirect, consequential or otherwise, arising out of or connected with any failure or refusal of, or delay by, VEGANO in the acceptance or implementation of any recommendations or requirements by ACM in regard to any matter associated with the Services.

- 9.3 The provisions set forth in this Section 9 will survive the completion of the provision of the Services or termination of this Agreement.

## **10. Warranties and Exclusion of Liability**

- 10.1 ACM will perform the Services under this Agreement, honestly, in good faith, in compliance with all applicable laws and professional standards, and using personnel having a level of professional skill and competence commensurate with the Services to be provided to VEGANO. ACM provides no other warranties in regard to its provision of the Services, nor will ACM be liable to VEGANO, in any other manner or to any extent, for any loss, costs or damages incurred by VEGANO arising out of or otherwise connected with its provision of the Services.

- 10.2 Because of the importance of relevant, accurate and complete data, documents and information being furnished to ACM by VEGANO (whether requested or not), and because ACM has to be reliant on such data, documents and information for the purposes of discharging its obligations under this Agreement, ACM will not be liable for any direct or indirect loss, damage, cost or expense whatsoever and howsoever caused, incurred, sustained or arising from a failure to disclose such data, documents and information to

ACM or from incorrect and/or incomplete data, documents or information being furnished to ACM or from misrepresentations (whether such failure, furnishing and/or misrepresentation is innocent, negligent, reckless or willful).

## **11. Entire Agreement**

11.1 This Agreement and the schedules hereto record ACM's and VEGANO's entire understanding and agreement relating to the matters dealt with herein and therein. This Agreement supersedes all previous understandings or agreements (whether written, oral or both) between ACM and VEGANO relating to such matters. There are no representations, warranties, collateral agreements, or conditions except as herein specified.

## **12. Assignment**

12.1 Neither party may assign or otherwise transfer the Agreement without prior express written consent of the other. Neither party will directly or indirectly agree to assign nor transfer to a third party any claim against the other party arising out of the Agreement.

12.2 Upon the completion of the Amalgamation with Bethpage Capital Corp. this contract will be assigned to Bethpage Capital Corp.

## **13. Force Majeure**

13.1 Neither party will be liable for any delays or non-performance resulting from circumstances or causes beyond the party's reasonable control, including, without limitations, acts or omissions of the failure to cooperate by the other party (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and representatives), fire or other casualty, internet interruptions, electricity interruptions, viruses that are not filtered by reasonable antivirus software, act of God, epidemic (including for the avoidance of doubt, pandemic influenza attack), strike or labour dispute, war or other act of violence, or any law, order, or requirement of any governmental agency or authority.

## **14. Governing Law**

14.1 This Agreement will be governed by and construed in accordance with the law of British Columbia.

## **15. Counterparts and Electronic Delivery**

15.1 This Agreement may be executed in counterpart and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The Parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right

to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

**16. Notices**

16.1 Any notice required or permitted to be given to any of the parties to this Agreement will be in writing and may be given by prepaid registered post, electronic facsimile transmission or other means of electronic communication capable of producing a printed copy to the address of such party first above stated or such other address as any party may specify by notice in writing to the other parties.

**17. Severability**

17.1 If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other covenant or other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable covenant or provision had never been contained in this Agreement. All other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.

**18. Independent Contractor**

18.1 ACM will serve as an independent contractor to, and not as an agent or employee of, VEGANO or any of its affiliates and will have no authority to bind or commit VEGANO in any way unless authorized by VEGANO. Nothing in this Agreement will constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent or any other relationship apart from that expressly stated in this Agreement.

**19. Further Assurances**

19.1 Each party hereto will promptly and duly execute and deliver to the other party such further documents and assurances and take such further action as such other party may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created hereby.

**20. Time**

20.1 Time shall be of the essence of this Agreement.

**VEGANO FOODS INC.**

Per: (signed) Conor Power  
CONOR POWER

**ACM MANAGEMENT INC**

Per: (signed) Alexander McAulay  
ALEXANDER MCAULAY



## **SCHEDULE A SERVICES**

1. CFO Services
  - Acting CFO
  - Signing quarterly certifications,
  - Liaison with the audit committee and provide management and oversight of committee recommendations
  - Presenting financial statements at quarterly Audit Committee meetings,
  - Review of agreements and contracts for financial and reporting considerations
  - Preparation of budgets as required
2. Financial Statements, Disclosure and Regulatory Filings
  - Preparation of quarterly financial statements and Management Discussion & Analysis
  - Preparation of quarterly and full year working papers
  - Preparation of management prepared financial statements
3. Outside Auditors and Attorneys
  - Coordinate quarterly reviews and yearly audits with outside audit firm
  - Create, archive and provide documentation and information required by the outside Auditors for quarterly and full year reviews and audits.
4. Other requests as required





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## SCHEDULE B INDEMNITY

In connection with the engagement (the "**Engagement**") of ACM Management Inc. ("**ACM**") pursuant to an engagement agreement (the "**Agreement**") between ACM and Vegano Foods Inc. ("**VEGANO**") dated effective November 30, 2020, VEGANO agrees to indemnify and hold harmless ACM, from and against any and all losses, expenses, claims (including shareholder actions, derivative or otherwise), actions, damages and liabilities, joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of its counsel that may be incurred in advising with respect to and/or defending any action, suit, proceeding, investigation or claim that may be made or threatened against ACM or in enforcing this indemnity (collectively the "**Claims**") to which ACM may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the Engagement. VEGANO also agrees that ACM shall not have any liability (whether direct or indirect, in contract or tort or otherwise) to VEGANO or any person asserting claims on behalf of or in right of VEGANO for or in connection with the Engagement except to the extent any losses, expenses, claims, actions, damages or liabilities incurred by VEGANO are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted from the negligence, fraud or wilful misconduct of ACM. VEGANO will not, without ACM's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought hereunder (whether or not ACM is a party thereto) unless such settlement, compromise, consent or termination includes a release of ACM from any liabilities arising out of such action, suit, proceeding, investigation or claim.

Promptly after receiving notice of an action, suit, proceeding or claim against ACM or any other Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from VEGANO, ACM will notify VEGANO in writing of the particulars thereof, provided that the omission so to notify VEGANO shall not relieve VEGANO of any liability which VEGANO may have to ACM except and only to the extent that any such delay in or failure to give notice as herein required prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which VEGANO has under this indemnity.

The foregoing indemnity shall not apply to the event that a court of competent jurisdiction or a final judgment that has become non-appealable shall determine that such losses, expenses, claim, actions, damages or liabilities to which ACM may be subject were primarily caused by the negligence, fraud or wilful misconduct of ACM.

ACM may retain counsel to separately represent it in the defence of a Claim, which shall be at VEGANO's expense if (i) VEGANO does not promptly assume the defence of the Claim, (ii) VEGANO agrees to separate representation or (iii) ACM is advised by counsel that there is an actual or potential conflict in VEGANO's and ACM's respective interests or additional defences are available to ACM, which makes representation by the same counsel inappropriate.

The obligations of VEGANO hereunder are in addition to any liabilities which VEGANO may otherwise have to ACM.

### VEGANO FOODS INC.

Per: (signed) Conor Power  
CONOR POWER