

CORPORATE SERVICES AGREEMENT

THIS SERVICES AGREEMENT dated August 4, 2020

BETWEEN:

EARLSTON MANAGEMENT CORP., a company incorporated under the laws of British Columbia and having its head office at Suite 1703, 595 Burrard Street, Vancouver, British Columbia (hereinafter called "**Earlston**")

OF THE FIRST PART

- and -

JUSTIFY CAPITAL CORP., a corporation incorporated under the laws of British Columbia and having an office at Suite 1703, 595 Burrard Street, Vancouver, British Columbia (hereinafter called the "**Corporation**")

OF THE SECOND PART

WHEREAS Earlston provides various administrative, accounting, corporate and regulatory filing services;

AND WHEREAS the Corporation is a company structured to be a capital pool company ("**CPC**") in accordance with TSX Venture Exchange (the "**Exchange**") Policy 2.4 - *Capital Pool Companies* (the "**CPC Policy**"); and

AND WHEREAS the Corporation wishes to engage Earlston to provide the corporate services on its behalf as set out below.

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties have agreed and do hereby agree as follows:

1. APPOINTMENT

1.1 The Corporation hereby appoints and authorizes Earlston, and Earlston accepts such appointment, to provide administrative, accounting, corporate and regulatory filing services to the Corporation during the term of this agreement as more particularly set out in Schedule "A" attached hereto (the "**CPC Services**").

2. FEES

2.1 In consideration for the CPC Services provided hereunder, the Corporation shall pay to Earlston a fee of \$500 per month (the "**Fee**") to be paid monthly each and every month during the term of this agreement.

2.2 The Retainer and Fee shall be payable in lawful money of Canada.

- 2.3 In the event that the services required by the Corporation differ from the CPC Services, either as a result of amendments to disclosure and filing requirements, additional corporate services requested by the Corporation or changes to the corporate structure or business of the Corporation, Earlston shall be entitled to give written notice to the Corporation outlining: (i) the amended services that have been provided or will be required to be provided (the "Amended Services"); and (ii) the revised fee that is applicable to the Amended Services (the "Revised Fee"). The Corporation shall have 30 days from the date of the written notice to reject the Revised Fee structure (the "**Rejection Notice**"). In the event that the Corporation does not provide the Rejection Notice within the 30-day period, the Corporation will be deemed to have accepted the Amended Services and the Revised Fee. In the event that the Corporation does provide the Rejection Notice within the 30-day period, Earlston is entitled to immediately cease providing the Services and the Amended Services and to initiate the termination provisions contained herein.
- 2.4 In the event that the Corporation accepts the Amended Services and the Revised Fee, all references herein to the "Services" shall refer to the "Amended Services" as described in the written notice provided by Earlston.
- 2.5 The Corporation and Earlston recognize and acknowledge that the CPC Services do not include any services related to the identification, evaluation and completion of a qualifying transaction (as defined in the policies of the TSX Venture Exchange) or a concurrent financing ("**QT Services**"). In the event that the Corporation requests or requires the assistance and support of Earlston for any QT Services, the parties shall negotiate and agree to an additional services fees specific to the QT Services required or requested (the "**Ancillary Services Fee**"). The terms and conditions of such "Ancillary Services Fee" shall be established and contained in a separate letter agreement between the parties.

3. EXPENSES

- 3.1 The Corporation will reimburse Earlston for all reasonable and necessary costs and expenses incurred by Earlston in performance of the Services (the "**Expenses**"). The Corporation will, at the request of Earlston, provide funds in advance for substantial disbursements.
- 3.2 Reasonable and necessary Expenses will include, but are not limited to, travel, telephone, facsimile, photocopying, postage, stationary, courier and printing costs associated with the Services, and the cost of any independent legal, accounting, technical consulting services or other professional services obtained by Earlston in connection with the provision of the Services.
- 3.3 Earlston will obtain the Corporation's approval prior to incurring any single Expense in excess of \$10,000.

4. REPRESENTATIVE OF THE CORPORATION

- 4.1 The Corporation will from time to time designate a director or officer who is authorized to act on behalf of the Corporation and who will provide any assistance required by Earlston in the performance of the Services on behalf of the Corporation. The Corporation will provide Earlston with written notice of such designated director or officer and such authorization shall be in place until further written notice is received amending or changing such authorization.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CORPORATION

5.1 The Corporation represents, warrants and covenants to Earlston, which representations, warranties and covenants will remain in full force and effect during the term of this agreement, **and** the Corporation hereby acknowledges that Earlston is relying **upon such** representations, warranties and covenants in entering into this agreement, that:

- (a) the Corporation is a valid and subsisting corporation duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated;
- (b) the authorized and issued capital of the Corporation is as disclosed in the financial statements prepared for the purposes of completing a CPC offering made in accordance with the CPC Policy (the "**Latest Financial Statements**") and the issued shares are fully paid and non-assessable;
- (c) all agreements by which the Corporation holds an interest in a property, business or asset are in good standing according to their terms, and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated;
- (d) the Latest Financial Statements accurately reflect the financial position of the Corporation as at the date thereof, and no adverse material change in the financial position of the Corporation has taken place since the date thereof;
- (e) the Corporation is not in default of and will materially comply with the requirements of all applicable corporate and securities laws, including, without limitation, the *Securities Act* (British Columbia), the *Securities Act* (Alberta) and the *Securities Act* (Ontario) and the regulations thereto and the *Business Corporations Act* (Alberta);
- (f) in the event the Corporation's common shares are listed on the Exchange, the Corporation will materially comply with the published rules and policies of the Exchange;
- (g) the Corporation has filed with the applicable jurisdictions all necessary federal, excise and other required tax filings; and
- (h) the Corporation has all necessary corporate power and authority to enter into this agreement and to perform its obligations and the execution and delivery of this agreement by the Corporation and the performance of its obligations has been authorized by all necessary corporate action on the part of the Corporation.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF EARLSTON

6.1 Earlston represents, warrants and covenants to the Corporation, which representations, warranties and covenants will remain in full force and effect during the term of this agreement, and Earlston hereby acknowledges that the Corporation is relying upon such representations, warranties and covenants in entering into this agreement, that:

- (a) it is a valid and subsisting corporation under the laws of the jurisdiction in which it was incorporated;

- (b) it has all necessary corporate power and authority to enter into this agreement and to perform its obligations and the execution and delivery of this agreement by Earlston and the performance of its obligations has been authorized by all necessary corporate action on the part of Earlston; and
- (c) it will comply with the requirements of all applicable securities laws, including, without limitation, the *Securities Act* (British Columbia) and the regulations thereto and the bylaws and rules of the Exchange, if applicable, in performing the Services.

7. INVOICING

- 7.1 Earlston will deliver **to** the Corporation, on or before the 20th day of each calendar month, an invoice (the "**Invoice**") setting out the Expenses incurred by Earlston in the previous month on behalf of the Corporation and payable to Earlston pursuant to Section 3 hereof.
- 7.2 Invoices shall be paid by the Corporation on or before the 30th day following receipt of such Invoice and if not so paid, shall bear interest from the due date at a rate of 1.0% per month, compounded monthly being an annual interest rate of 12.68%.
- 7.3 In the event collection procedures must be initiated for overdue Invoices, the Corporation will pay all such collection costs, including but not limited to, reasonable professional and solicitor's fees, without prejudice to any additional recourses or claims in damages or otherwise which Earlston may have.

8. TERM OF AGREEMENT

- 8.1 Subject to early termination as set out below, this agreement will commence on the date hereof and will end on the earlier of:
 - (a) the date that is two (2) years following the date hereof, which date shall be automatically renewed past the second year on an annual basis unless written notice is provided by either the Corporation or Earlston prior to 60 days of the anniversary date of this agreement;
 - (b) by written notice to the other party of termination of this agreement where the other party (the "**Defaulting Party**") is in default of any covenant, condition or requirement herein set forth and the Defaulting Party has not remedied such default within ten business days of receipt of notice of such default;
 - (c) by written notice to the other party if the other party becomes insolvent, is unable to discharge its obligations as they become due, makes an assignment for the benefit of its creditors, or a petition in bankruptcy is filed against it; or
 - (d) by two month's written notice to the other party.
- 8.2 Earlston may terminate this agreement by notice in writing to the Corporation at any time if:
 - (a) there is an adverse "**material change**", as such term is defined in the *Securities Act* (British Columbia), in the affairs of the Corporation;

- (b) there is an occurrence of any nature which, in the opinion of Earlston, seriously affects or will seriously affect the business of the Corporation;
 - (c) an enquiry or investigation (whether formal or informal) in relation to the Corporation or the Corporation's directors or officers is commenced or threatened by any competent authority;
 - (d) any order to cease trading in the securities of the Corporation is made by a competent regulatory authority and that order is still in effect;
 - (e) Earlston determines that any of the representations or warranties made by the Corporation in this agreement is false or has become false; or
 - (f) the Rejection Notice is provided to Earlston as required in Article 2.
- 8.3 Upon termination of this agreement for any of the reasons set out herein, the Corporation will pay to Earlston any fees and disbursements owing to the date of termination and neither Earlston nor the Corporation will have any further rights or obligations under this agreement other than pursuant to paragraph 11 which will survive the termination of this agreement.

9. CONFIDENTIALITY

9.1 Earlston will use its best efforts to preserve and protect any confidential information concerning the business and financial affairs of the Corporation or any of its dealings, transactions or affairs which may be disclosed to Earlston by the employees, officers or agents of the Corporation during the term of this agreement. Without restricting the generality of the foregoing, Earlston will not disclose any of the aforesaid information to third parties without the prior written consent of the Corporation, except that such consent will not be required where the information is disclosed:

- (a) to the employees, officers or agents of Earlston to enable such persons to assist Earlston in providing the Services;
- (b) to the employees, officers or agents of the Corporation or other persons as the directors of the Corporation may designate;
- (c) pursuant to any law, statute, regulation, ordinance or administrative, regulatory or judicial order; or
- (d) to any other person or party which Earlston requires to assist in providing the Services.

The above covenants as to confidentiality will not apply to any information which:

- (i) **through** no act or omission of Earlston, becomes generally known or part of the public domain;
- (ii) is furnished to others by the Corporation without restriction of disclosure; or
- (iii) is furnished to Earlston by a third party.

10. ACCESS TO MATERIAL FACTS AND DOCUMENTATION

- 10.1 The Corporation will advise Earlston immediately in writing of the full particulars of any "**material change**", as such term is defined in the *Securities Act* (British Columbia), in the affairs of the Corporation.
- 10.2 The Corporation will provide Earlston with full access to material facts related to the Corporation's corporate activities and financial position and keep Earlston advised of current and impending corporate developments, including without limitation, a list of all jurisdictions and all regulatory authorities in which and to whom continuous disclosure regulatory filings are requested to be made.
- 10.3 The Corporation will send to Earlston, from time to time, as soon as available, copies of all documents filed by the Corporation with securities commissions, stock exchanges and other regulatory authorities including, without limitation, all financial statements, press releases, material change reports, quarterly reports and filing statements of the Corporation.

11. INDEMNIFICATION

- 11.1 The Corporation will indemnify and save Earlston, its directors, employees, officers, representatives and agents (collectively the "**Indemnified Party**"), harmless from and against all liabilities including all actions, claims, damages, suits, proceedings, losses, costs and legal fees which Earlston may incur or be a party to, arising out of the performance of the Services by Earlston or arising from any breach by the Corporation of any of the Corporation's representations and warranties. With respect to any Indemnified Party who is not a party to this agreement, Earlston shall obtain and hold the rights and benefits of this Indemnity in trust for and on behalf of such Indemnified Party.
- 11.2 In the event that the Corporation may be held to be entitled to contribution from Earlston under the provisions of any statute or at law, the Corporation shall be limited to contribution in an amount not exceeding the lesser of (i) the portion of the full amount of the loss or liability giving rise to such contribution for which Earlston is responsible for, and (ii) the amount of the aggregate fee actually received by Earlston from the Corporation under this agreement.

12. DUTIES OF EARLSTON

- 12.1 Earlston may, in its sole discretion refuse to provide a Service contracted for hereunder if Earlston determines the action may not be in the best interests of the Corporation or Earlston. Such refusal will not constitute a default of this agreement.
- 12.2 The Corporation acknowledges that Earlston is acting in the capacity of service provider only and Earlston does not and will not provide any advice or take responsibility for the adequacy, accuracy or timeliness of the documentation provided to Earlston by the Corporation pursuant to the terms of this agreement.
- 12.3 In addition to the specific services contained in Schedule "A" attached hereto, Earlston agrees to provide general information and support related to the ongoing requirements of regulatory compliance.

13. AMENDMENT OF AGREEMENT

- 13.1 This agreement may only be amended by written agreement between the parties hereto.

14. GENERAL PROVISIONS

- 14.1 Existence of Claim. The provisions of this agreement will be enforceable notwithstanding the existence of any claim or cause of action of the Corporation against Earlston whether predicated on this agreement or otherwise.
- 14.2 Governing Law. This agreement is and will be governed and construed in accordance with the laws of the Province of British Columbia and the parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of British Columbia.
- 14.3 Entire Agreement. This agreement represents the entire understanding of the parties with respect to the specific subject matter of this agreement and supersedes all previous understandings, written or oral, between the parties with respect to the subject matter, including the Original Agreement.
- 14.4 Assignment. Neither party will assign its interest hereunder without the express written consent of the other.
- 14.5 Relationship of Parties. The legal relationship between the parties hereto is that of independent contracting parties and is not and will not be deemed to be any other form of legal relationship, including, without limiting the generality of the foregoing, joint venture, partners or principal and agent.
- 14.6 Time of Essence. Time will be of the essence of this agreement.
- 14.7 Headings. The headings used in this agreement are for convenience of reference only and do not form part of this agreement and are not to be used in the interpretation thereof.
- 14.8 Severability. If any part of this agreement is found to be void or unenforceable in whole or in part, it **will** not be deemed to effect or impair the validity of any other part of this agreement which will continue in full force and effect and be construed as if this agreement had been executed without the invalid part and it is hereby declared the intention of the parties that this agreement would have been executed without reference to any part which may, for any reason, be determined to be void or unenforceable.
- 14.9 Waiver. The failure of Earlston to insist, in one or more instances, upon the performance of any term or terms of this agreement will not be construed as a waiver by Earlston to require such performance in the future, performance of any such terms and the obligations of the Corporation will continue in full force and effect.
- 14.10 Notice. Any notice or any writing required or permitted to be given hereunder will be sufficiently given if delivered personally or transmitted by telecopier to the addresses or facsimile numbers of the parties set out below:

If to Earlston:

Earlston Management Corp.
Suite 1703, 595 Burrard Street
Vancouver, B.C. V7X 1J1
Facsimile No.: (604) 681- 4692
Attention: John Downes, CFO

If to the Corporation:

Justify Capital Corp.
Suite 1703, 595 Burrard Street
Vancouver, B.C. V7X 1J1
Facsimile No.: (604) 681- 4692
Attention: Richard A. Graham, President

Such notice **will** be deemed to have been received, if received during the normal business hours of the recipient on the date of delivery or transmission. If such notice is received after the end of such normal business hours, it will be deemed to have been received on the next business day following the date of delivery or transmission. Any party may, from time to time, by notice in writing, change its address for the purposes of this paragraph.

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

IN WITNESS WHEREOF the parties have caused this agreement to be executed as of the day and year first above written.

EARLSTON MANAGEMENT CORP.

Per: "John Downes"
John Downes, Chief Financial Officer

JUSTIFY CAPITAL CORP.

Per: "Richard A. Graham"
Richard A. Graham, President

SCHEDULE "A"
SCOPE OF SERVICES

(i) Administrative

- **Reception and clerical services.**
- **Use of office space of Earlston and use of all office equipment including facsimile machines, photocopiers, computers and telephone systems.**

(ii) Accounting

- **Preparation of quarterly reports including assisting the Corporation's auditor with the preparation of annual financial statements.**

(iii) Corporate

- **Maintain corporate records.**

(iv) Regulatory Filings

- **Provision of support to the Corporation for the preparation, assembly and filing of documents required to be filed pursuant to applicable continuous disclosure legislation.**