

## LETTER OF AGREEMENT

Between

**The Howard Group  
(The COMPANY)**

And

**Pathway Health Corp.  
(The CLIENT)**

### RE: CAPITAL MARKET COMMUNICATIONS & ADVISORY PROGRAM

- I. This letter agreement is effective February 1, 2021 (the “**Agreement**”) and shall continue in force until the earlier of January 31, 2022 or when terminated in accordance with the provisions of Section XI below (such period of effectiveness being the “**Term**”).
- II. **During the Term of the Agreement, the COMPANY shall:**
- A. Expand the following and seek to increase trading activity of the **CLIENT** utilizing outreach programs targeting retail investing communities, investment and institutional firms.
  - B. Further expand the following and involvement of the investment community and general investing community through investor presentations, social media, webinars and one-on-one meetings. Target groups for the initiatives are comprised of:
    - Retail investors
    - Retail brokers
    - Analysts (when appropriate)
    - Small Cap fund managers (when appropriate)
    - Boutiques (small independent brokerage firms)
    - Editors of online investment advisory services and newsletters
  - C. Assist in writing and preparation of all corporate materials.
    - 1) Profile
    - 2) Fact sheet
    - 3) Presentation
    - 4) Management updates
  - D. Assist in the editing and preparation of news releases.
  - E. Co-ordinate the electronic distribution of corporate materials.
  - F. Co-ordinate road shows – virtual and in person.
    - 1) Pre-qualify members of the investment community

- 2) Prepare presentations
  - 3) Attend meetings
  - 4) Provide follow-up to evaluate effectiveness of meetings
- G. Assist in the co-ordination of Annual General or Special Meetings – particularly assisting in the development of the presentation for shareholders.
- H. Maintain, manage and expand a database specific to the **CLIENT** covering the investment and various investing communities.
- I. Advise on the **CLIENT'S** website and internet presence.
- J. Include the **CLIENT** in the **COMPANY'S** electronic blog commentary. NOTE: Editorial control rests solely with the **COMPANY**. The **CLIENT's** pre-publication review shall be restricted solely to review of facts. Opinions expressed remain under the control of the **COMPANY**. \_\_\_\_\_ (initial)
- K. Receive written authorization by the **CLIENT** prior to the release of any **COMPANY** related information including, but not limited to, news releases, fact sheets, profiles and similar printed, published or online materials.
- L. In Person & Virtual Road Shows: When travelling, a member of The Howard Group will accompany the **CLIENT** on trips and presentations when arrangements have been made by the **COMPANY** on behalf of the **CLIENT**. Expenses related to travel are the responsibility of the **CLIENT**. \_\_\_\_\_ (initial)

### Online Initiatives: social media asset management program

- Engagement (including initial platform set-up).
  - Twitter: Research and contact stakeholders: shareholders, influencers, thought leaders, media and potential partners, which would be beneficial to increasing following for the **CLIENT**.
  - LinkedIn: Example: With over 2,700 connections from the investment community, Dave Burwell will share and like all content fed on the **CLIENT'S** page, which will directly enhance its overall following.
- Posting
  - Only content produced by the following: **CLIENT** news releases, management updates, **COMPANY** blogs. **Of note: there will be no public engagement with individuals.**
  - Content includes news releases, updated investor deck, blogs such as analyst updates, industry commentary, management interviews, media coverage, etc.
  - The **COMPANY** will post content to reputable and trusted investment community websites.

- Frequency
  - The **COMPANY'S** social media platform will endeavor to post content at least once per week.
- In addition
  - A representative of The **COMPANY** will join industry related Facebook forums to ensure posting of all **CLIENT** content and promote outreach on all available forums.
- Reporting
  - The **COMPANY** to provide regular reporting to include the following:
    - Blog email opens,
    - Analytics – opens, reads, monthly comparisons,
    - Twitter posts: likes, shares and comments
    - LinkedIn posts: likes, shares and comments
    - Stockhouse analytics
    - YouTube video views
    - Slideshare views

### III. **During the Term of the Agreement the CLIENT shall:**

- A. Ensure the **COMPANY** is apprised on a timely and expeditious basis of all developments (current and pending) affecting operations of the **CLIENT** including those, which may be of a material nature.
- B. Advise the **COMPANY** of insider trading activity on an expeditious basis.
- C. Provide the **COMPANY** on a regular basis all names and firms of members of the investment and investing community as well as retail investors who have contacted the **CLIENT**.
- D. Co-ordinate meetings with members of the investment community with the **COMPANY**.
- E. Agree the **COMPANY** shall be the coordinator and manager in respect of all investor relations activities even as it relates to other firms which may be retained by the **CLIENT**.
- F. Include the **COMPANY'S** contact information for investor inquiries on the **CLIENT'S** web site and news releases as well as information for investors to access the **COMPANY'S** blog.
- G. Ensure payments for fees and disbursements are, at all times, made in accordance with the terms of this Agreement.

### IV. **ACKNOWLEDGEMENT**

The **CLIENT** understands the **COMPANY** will design a specific strategy to expand the following of the **CLIENT** with a variety of audiences and position the **CLIENT** for future financings should it be required. From the outset of this Agreement, the plan's direction and targets will be designed

around the CLIENT's objectives, results, meeting financial projections and anticipated business developments over the Term of this Agreement.

**Should the CLIENT's progress, financial results and timeframe for business developments differ significantly from those presented to the COMPANY at the outset of this Agreement, the CLIENT understands the COMPANY's success in attracting investor attention will be severely hampered.**

## V. FEES

The COMPANY shall be paid a fee of **\$8,000** (eight thousand dollars) (CDN) per month during the Term of the Agreement.

First payment is due upon the signing of this Agreement and thereafter **by the 15<sup>th</sup> (Fifteenth) day of each month.**

**PLEASE NOTE: should fees not be received within 30 days of the invoice due date, all work will cease.**

Fees do not include G.S.T.

## VI. MONTHLY DISBURSEMENTS

Normal course of business costs including long distance, general supplies & materials, client page maintenance & design have historically been less than \$100 per month. The monthly disbursements will be billed separately from the monthly investor relations fee.

## VII. SPECIAL PROJECTS

Should the CLIENT request special project work such as website design, marketing material – creative & production or video productions, these projects will be quoted on a stand-alone basis.

## VIII. WARRANTY REGARDING COMPLIANCE WITH SECURITIES LAWS

The COMPANY warrants that it is knowledgeable of the rules and policies of the TSX Venture Exchange and all securities law requirements in all jurisdictions in which it carries on business and will comply in all respects with all securities laws, rules, regulations and requirements as well as the rules and policies of the TSX Ventures Exchange, in all such jurisdictions and agrees to indemnify and hold harmless the CLIENT, and the CLIENT's associates, affiliates, directors, officers, employees and shareholders from losses, damages or claims of any nature or kind whatsoever which may arise from a breach of this warranty.

## IX. INDEMNITY

### 1. Indemnification of the COMPANY:

B) Except as related to a breach by the COMPANY of a representation, warranty or covenant set out in this Agreement, the CLIENT hereby agrees to indemnify and holds harmless:

- i. the **COMPANY**,
- ii. Any entity directly or indirectly controlling, controlled by, or under common control with, the **COMPANY** (collectively the “**COMPANY Affiliates**”), and
- iii. The respective directors, officers, employees and shareholders of the **COMPANY** and the **COMPANY Affiliates** (individually, a “**COMPANY Indemnified Person**” and, collectively, the “**COMPANY Indemnified Persons**”),

from and against all claims, liabilities, losses, damages, and expenses as incurred (including reasonable legal fees and disbursements of counsel) (collectively, “**Losses**”) relating to or arising out of a breach of this Agreement by the **CLIENT**.

The **CLIENT** also agrees that no **COMPANY Indemnified Person** shall have any liability (whether direct or indirect, in contract or in tort or otherwise) to the **CLIENT** or any person claiming through the **CLIENT**, including, without limitation, its owners, parents, affiliates, security holders, or creditors, for any Losses suffered by any such other person, relating to or arising out of a breach of this Agreement by the **CLIENT**, and further agrees that the **COMPANY** shall be reimbursed for any expenses as incurred by any **COMPANY Indemnified Persons** relating to the foregoing; provided, however, that the foregoing indemnity and other obligations of the **CLIENT** shall exclude such Losses as may arise from the willful misconduct or negligence of the **COMPANY Indemnified Persons**;

- B)** The **CLIENT** acknowledges and agrees that any obligations hereunder shall be in addition to any rights that any Company Indemnified Person may have at law or otherwise; and
- C)** The foregoing indemnification provisions of this Section **IX(1)** shall survive the termination of this Agreement.

## 2. Indemnification of the **CLIENT**:

- A)** Except as it relates to a breach by the **CLIENT** of a representation, warranty or covenant set out in this Agreement, the **COMPANY** hereby agrees to indemnify and holds harmless:
  - i. The **CLIENT**,
  - ii. Any entity directly or indirectly controlling, controlled by, or under common control with, the **CLIENT** (collectively the “**CLIENT Affiliates**”), and
  - iii. The respective directors, officers, employees and shareholders of the **CLIENT** and the **CLIENT Affiliates** (individually, a “**CLIENT Indemnified Person**” and, collectively, the “**CLIENT Indemnified Persons**”),

from and against all losses relating to or arising out of a breach of this Agreement by the **COMPANY**.

The **COMPANY** also agrees that no **CLIENT Indemnified Person** shall have any liability (whether direct or indirect, in contract or in tort or otherwise) to the **COMPANY** or any person claiming through the **COMPANY**, including, without limitation, its owners, parents, affiliates, security holders, or creditors, for any Losses suffered by any such other person, relating to or arising out of a breach of this Agreement by the **COMPANY**, and

further agrees that the **CLIENT** shall be reimbursed for any expenses as incurred by any **CLIENT** Indemnified Persons relating to the foregoing; provided, however, that the foregoing indemnity and other obligations of the **COMPANY** shall exclude such Losses as may arise from the willful misconduct or negligence of the **CLIENT** Indemnified Persons;

- B) The **COMPANY** acknowledges and agrees that any obligations hereunder shall be in addition to any rights that any **CLIENT** Indemnified Person may have at law or otherwise; and
- C) The foregoing indemnification provisions of this Section **IX(2)** shall survive the termination of this Agreement.

## **X. CONFIDENTIAL INFORMATION & PRIVACY LAWS**

The **COMPANY** acknowledges that, by reason of providing the services to the **CLIENT**, the **COMPANY** will acquire non-public information (the "Confidential Information") about certain matters which are confidential to the **CLIENT**, whether or not designated or labeled as confidential or proprietary, and which Confidential Information is the exclusive property of the **CLIENT**, including but not limited to trade secrets, confidential operations, the business, finances or transactions of the **CLIENT**, and production processes, formulas, methods, technical data, surveys, programs and development, research, marketing and other plans. The **COMPANY** agrees to maintain securely and hold in strict confidence, all Confidential Information received, acquired or developed by the **COMPANY** or disclosed to the **COMPANY** as a result of or in connection with the **COMPANY**'s engagement with the **CLIENT**.

The **COMPANY** acknowledges and confirms that it is responsible for compliance at all times with all applicable privacy laws which govern the collection, use and disclosure of Personal Information (as defined in applicable privacy laws) acquired by or disclosed to the **COMPANY** pursuant to or in connection with this Agreement.

## **XI. TERMINATION**

- A) The **CLIENT** may terminate this Agreement, at its convenience and without any breach by **COMPANY**, upon sixty (60) days' prior written notice to **COMPANY**. **CLIENT** may also terminate this Agreement immediately in its sole discretion upon **COMPANY**'s material breach of this Agreement.
- B) The **COMPANY** may terminate this Agreement at any time that there is no uncompleted assignment in effect, upon sixty (60) days' prior written notice to **CLIENT**. **COMPANY** may terminate this Agreement at any time if there is an uncompleted assignment in effect upon forty-five (45) days' prior written notice to or upon completion of the assignment.
- C) Return of the **CLIENT** property. Upon termination of the Agreement or earlier as requested by the **CLIENT**, **COMPANY** shall deliver to **CLIENT** any and all drawings, notes, memoranda, specifications, devices and documents, together with all copies thereof, and any

other material containing or disclosing any **CLIENT**, third party confidential information or proprietary information of **CLIENT**.

## **XII. GENERAL PROVISION**

- A) This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the parties shall attorn to the exclusive jurisdiction of the Courts of Ontario.
- B) In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- C) This Agreement may not be assigned by **COMPANY** without **CLIENT**'s written consent, and any such attempted assignment shall be void and of no effect.
- D) A breach of any of the promises or agreements contained in this Agreement may result in irreparable and continuing damage to **CLIENT** for which there may be no adequate remedy at law, and **CLIENT** is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.
- E) No waiver by **CLIENT** of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by **CLIENT** of any right under this Agreement shall be construed as a waiver of any other right. **CLIENT** shall not be required to give notice to enforce strict adherence to all terms of this Agreement.
- F) The following provisions shall survive termination of this Agreement for a period of 5 years: Section IX, Section X, and Sections XII(A), (B), (C), (D), (E) and (F).

Signed this 29th day of January 2021 (signed) "Grant Howard"  
Grant Howard - The Howard Group

Signed this 1st day of February 2021 (signed) "Wayne Cockburn"  
Wayne Cockburn - Cura-Can Health Corp.  
President