

**THIS AGREEMENT IS SUBJECT TO STRICT REQUIREMENTS FOR ONGOING REGULATORY COMPLIANCE BY THE PARTIES HERETO, INCLUDING, WITHOUT LIMITATION, REQUIREMENTS THAT THE PARTIES TAKE NO ACTION IN VIOLATION OF APPLICABLE LAWS OR THE GUIDANCE OR INSTRUCTION OF ANY APPLICABLE STATE OR NATIONAL REGULATORY BODY (TOGETHER WITH ANY SUCCESSOR OR REGULATOR WITH OVERLAPPING JURISDICTION, A “REGULATOR”). SECTION 19 OF THIS AGREEMENT CONTAINS SPECIFIC REQUIREMENTS AND COMMITMENTS BY THE PARTIES TO MAINTAIN FULLY THEIR RESPECTIVE COMPLIANCE WITH APPLICABLE LAWS AND ANY REGULATOR. THE PARTIES HAVE READ AND FULLY UNDERSTAND THE REQUIREMENTS OF SECTION 19.**

## **INTELLECTUAL PROPERTY LICENSE AGREEMENT**

This intellectual property license agreement (this “*Agreement*”) is made effective as of June 29, 2022 (the “*Effective Date*”), by and between Mistercap, LLC, a Delaware limited liability company (“*Licensor*”), and Red Light Holland Corp., a corporation existing under the laws of the Province of Ontario (“*Licensee*”). Licensor and Licensee shall each be considered a “*Party*” and together the “*Parties*”.

### **RECITALS**

**WHEREAS**, Licensee is a company that, for itself and through its Sublicensees (as defined below), is involved in the development of mushroom and/or truffle-related cultivation, processing, packaging, provisioning, distributing and sales operations, in each case in a compliant manner under Applicable Laws (as defined below) across North America and Europe (as such operations may be expanded from time to time in accordance with the Act, under supervision of the Regulator);

**AND WHEREAS**, Licensor desires to license certain Licensor Intellectual Property (as defined herein) under certain brands and related intellectual property rights to Licensee, as further described herein, and to take license back to certain, limited Licensee Intellectual Property (as defined herein); and

**AND WHEREAS**, Licensee desires to have one or more Sublicensees act as a cultivator, processor, and distributor for such Licensed Products within the Territory (each as defined below).

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

### **AGREEMENT**

#### **1. Definitions.**

(a) “*1933 Act*” means the United States Securities Act of 1933, as amended, and the rules and regulations thereunder.

(b) “**Additional Psychedelic Territories**” means the additional territories, as set forth in Schedule F (such schedule to be updated from time to time upon and in accordance with the terms hereof), within which (i) Licensee has determined Psychedelic Products may permissibly be produced, marketed and sold pursuant to Applicable Laws, and (ii) Licensor has authorized Licensee to cause to have the Psychedelic Products produced, marketed, and sold pursuant to and in accordance with this Agreement.

(c) “**Adjusted Gross Sales**” means, for each one (1) month period of the Term, respectively, and beginning on the Commencement Date, an amount equal to Licensee’s (i) total amount of gross sales (whether at retail or wholesale) of any and all products sold by Licensee (inclusive of any sales by any Sublicensees), *minus* (ii) the total amount of (A) sales, value added, use and other similar taxes and government charges actually paid relating to the sales of such products, excluding income taxes; and (B) actual amounts credited for refunds and exchanges of such products not exceeding the original invoiced amount.

(d) “**Affiliate**” means with respect to any person, any person directly or indirectly controlling, controlled by or under common control with such other person. For purposes of this definition, a person shall be deemed to control another entity if it owns or controls, directly or indirectly, at least 50% of the voting securities of another entity (or other comparable ownership interest for an entity other than a corporation) or if it has management control of the other entity.

(e) “**Applicable Laws**” means all laws, ordinances, rules, and regulations of any Competent Authority that apply to Licensor, Licensee, Sublicensees, the Licensed Products, and/or this Agreement, including without limitation all applicable national, state, provincial and local laws and regulations.

(f) “**Change of Control**” means, with respect to a Party, directly or indirectly (i) an acquisition of such Party by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation but excluding any merger effected exclusively for the purpose of changing the domicile of such Party), or (ii) a sale of all or substantially all of the assets of such Party, so long as in either case such Party’s equity holders of record immediately prior to such event will, immediately thereafter, hold less than fifty percent (50%) of the voting power of the surviving or acquiring entity.

(g) “**Commencement Date**” means the first calendar day of the calendar month immediately following the earlier to occur of (i) the date on which Licensed Products are initially made available for sale to third parties; and (ii) twelve (12) months from the Effective Date. Notwithstanding the foregoing, the Parties shall work together in good faith to begin selling the Licensed Products to third parties within six (6) months of the Effective Date.

(h) “**Competent Authority**” means any national, state, provincial or local governmental authority or regulatory body in the Territory, or any quasi-governmental or

private body asserting, exercising or empowered to assert or exercise any regulatory authority thereunder and any entity or organization directly or indirectly owned by and subject to the control of any of the foregoing.

(i) “**Confidential Information**” means and includes any and all non-public, confidential, or proprietary information disclosed by either Party or its Affiliate to the other Party or its Affiliate or a Sublicensee, whether in writing, or in oral, graphic, electronic or any other form, whether or not marked as confidential or proprietary, and includes the terms and existence of this Agreement and any information that, due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary, including, specifically, any and all: sensitive business, financial and technical information provided prior to the execution of this Agreement and to be provided after the execution of this Agreement by either Party or its Affiliate, including, without limitation, financial statements, documents, business plans, source code, documentation, financial analysis, marketing plans, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, customer names, customer list, customer data, product plans, products, services, inventions, processes, designs, drawings, engineering or hardware configuration information and any other confidential information regarding either Party and its respective businesses. Confidential Information does not include information that a Party can demonstrate by documentation: (i) was already known to the other Party or its Affiliates without restriction on use or disclosure prior to the receipt of such information directly or indirectly from or on behalf of the disclosing Party; (ii) was or is independently developed by receiving Party or its Affiliates without reference to or use of any Confidential Information of disclosing Party; (iii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, receiving Party or its Affiliates; or (iv) was received by a Party or its Affiliates from a third party who was not, at the time, under any obligation to disclosing Party or any other Person to maintain the confidentiality of such information.

(j) “**CSE**” means Canadian Securities Exchange.

(k) “**Improvements**” means any modification of, or improvement or enhancement to, any packaging and delivery materials developed for the Licensed Product that do not utilize or reference the Licensed Trademarks or the Licensed Brand.

(l) “**Initial Term**” means three (3) years from the Commencement Date, unless earlier terminated in accordance with Section 11.

(m) “**Intellectual Property**” means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world:

(i) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the

foregoing, and other Competent Authority issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models);

(ii) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (“**Trademarks**”);

(iii) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing (“**Copyrights**”);

(iv) internet domain names and social media accounts or usernames (including “handles”), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights;

(v) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein (“**Trade Secrets**”);

(vi) computer programs, operating systems, applications, firmware, and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof; and

(vii) all other intellectual or industrial property and proprietary rights.

(n) “**Key Performance Indicators**” shall have the meaning ascribed to the term in Schedule E hereto.

(o) “**Licensed Brand**” means, other than the Licensed Trademarks, the collective: designs, characters, artwork, names, words, symbols, likenesses, logographs, photographs (POS, advertising, digital, hang tag), and other indicia which have become associated with a Licensed Product that have been approved by Licensor in each particular case and authorized by Licensor for use by Licensee on the Licensed Products, including but not limited to packaging, trade dress, advertisements, promotional and marketing materials created by either Party, solely in accordance with the terms hereof. Unless otherwise approved by Licensor, Licensee shall use the Licensed Brand strictly in accordance with any Style Guide, as updated by Licensor from time to time during the Term.

(p) “**Licensee Intellectual Property**” means Licensee’s Confidential Information and any other Intellectual Property that relates to the Licensed Products, that

is not Licensor Intellectual Property, and is (i) owned by Licensee prior to the Effective Date, or (ii) Improvements created solely by Licensee during the Term.

(q) “**Licensor Intellectual Property**” means Licensed Brand, Licensor’s Confidential Information, Licensed Trademarks, Improvements created solely by Licensor during the Term, and any other Intellectual Property that relates to the Licensed Products or that is created, manufactured, used, promoted, advertised, sold or offered for sale in connection with the Licensed Products, other than Licensee Intellectual Property.

(r) “**Licensed Products**” means the Natural Products and Psychedelic Products, respectively, as set forth in Schedule A (such schedule to be updated from time to time upon and in accordance with the terms hereof) that Licensor has authorized Licensee to cause to have produced, marketed, and sold in the Natural Territory and Psychedelic Territory, respectively, pursuant to and in accordance with this Agreement and using the Licensed Trademarks associated therewith, and shall not include Wholesale Apparel & Promotional Material.

(s) “**Licensed Trademarks**” means the Trademarks as set forth in Schedule B hereto.

(t) “**Licensee Shares**” means common shares of Red Light Holland Corp.

(u) “**Marketing Posts**” means, collectively, the WK Instagram Posts, WK Facebook Posts, WK Twitter Posts, MC Instagram Posts, MC Facebook Posts, and MC Twitter Posts, in each case as defined in Schedule D.

(v) “**Mistercap Adjusted Gross Sales**” means, for each one (1) month period of the Term, respectively, and beginning on the Commencement Date, an amount in United States Dollars equal to Licensee’s (i) total amount of gross sales (whether at retail or wholesale) of any and all Licensed Products sold by Licensee (inclusive of any sales by any Sublicensees), *minus* (ii) the total amount of (A) sales, value added, use and other similar taxes and government charges actually paid relating to the sales of Licensed Products, excluding income taxes; and (B) actual amounts credited for refunds and exchanges of Licensed Products not exceeding the original invoiced amount.

(w) “**Mistercap Fungi**” means fungi genetics (i) proposed by Licensee and approved by Licensor, acting reasonably and in good faith, or (ii) provided by Licensor and accepted for use by Licensee, acting reasonably and in good faith, in each case to be used by Licensee and Licensor exclusively for production of the Licensed Products, as set forth in Schedule A attached hereto and any amendments to the same. All information related to the Mistercap Fungi is and shall be deemed Confidential Information.

(x) “**Mistercap Website**” means [www.mistercap.com](http://www.mistercap.com).

(y) “**Natural Products**” means the non-psychedelic products set forth in Schedule A under the heading “Natural Products”.

(z) “**Natural Territory**” means solely with respect to the Natural Products (and not for the Psychedelic Products) any territory or country on Earth, including for certainty the Netherlands and any other jurisdiction which comprises or may comprise the Psychedelic Territory.

(aa) “**Person**” means any individual, corporation (including any not-for-profit corporation), general or limited partnership, limited liability partnership, joint venture, estate, trust, firm, company (including any limited liability company or joint stock company), association, organization or entity.

(bb) “**Psychedelic Products**” means the psychedelic products set forth in Schedule A under the heading “Psychedelic Products”.

(cc) “**Psychedelic Territory**” means the Netherlands and Additional Psychedelic Territories, as applicable, solely for the Psychedelic Products.

(dd) “**Regulatory Compliance Policy**” means the Licensee’s Applicable Laws compliance policy attached hereto as Exhibit C, which may be updated from time to time by Licensee solely as required to remain compliant with Applicable Laws and with reasonable notice to Licensor.

(ee) “**Renewal Term**” means, following the Initial Term, each successive one (1) year period for which this Agreement shall automatically renew.

(ff) “**Sell-Off Period**” means the period beginning with the date of expiration or termination of this Agreement and ending on the last day of the third (3<sup>rd</sup>) full calendar month thereafter.

(gg) “**Specification(s)**” means the formulae, ingredients, compositions and/or know-how of Licensee, or Sublicensees, approved by Licensor, acting reasonably and in good faith after meaningful consultation with Licensee, related to the Mistercap Fungi and/or otherwise used in connection with the Licensed Products, or any equivalent information of Licensor provided to Licensee from time to time and used in connection with the Licensed Products.

(hh) “**Style Guide**” means a set of standards for the trade dress, writing and design of labelling, packaging and Trademarks regarding the Licensed Products and respective Licensed Brand(s), including Licensed Trademark usage guidelines, provided by Licensor to Licensee and Sublicensees, as may be updated from time to time by written notice to Licensee.

(ii) “**Sublicense**” means a written agreement pursuant to which Licensee grants rights under the License to a Sublicensee to make, have made, offer to sell, and sell the Licensed Products in the Territory in compliance with, and subject to, the terms of this Agreement.



(jj) “**Sublicensee**” means any licensed and compliant operation, involved in the development of permitted mushroom and/or truffle-related cultivation, processing, distribution, sales, and related operations in the Territory, including, as applicable, Licensee’s Affiliates, each to the extent granted a Sublicense in accordance with Section 2(a)(i), and exclusively as listed in Schedule C, which may be amended from time to time in accordance with Section 2(a).

(kk) “**Targeted Markets**” means the jurisdictions expressly set forth on Schedule G, as amended from time to time by Licensor.

(ll) “**Term**” means the Initial Term together with any Renewal Term(s), unless earlier terminated in accordance with Section 11.

(mm) “**Territory**” means the Natural Territory and Psychedelic Territory, respectively.

(nn) “**U.S.**” or “**United States**” means United States of America.

(oo) “**Wholesale Apparel & Promotional Material**” means any products, other than Licensed Products, approved by Licensor and bearing the Licensor Intellectual Property, sold or physically displayed by Licensee or the Sublicensees, including, but not limited to, all merchandise related to the Licensed Products (e.g., clothing, hats, accessories, etc.) and physical marketing collateral.

(pp) “**Wiz Khalifa**” means the artist Cameron Jibril Thomaz, known professionally as Wiz Khalifa.

## 2. License Grant.

(a) License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term an exclusive (subject to Section 2(a)(iii) and Section 8 herein), non-sublicensable, except as set forth in Section 2(a)(i), non-transferable license to the Licensor Intellectual Property to make, have made, offer to sell, and sell the Natural Products in the Natural Territory and the Psychedelic Products in the Psychedelic Territory, subject to compliance with the obligations set forth herein (collectively, the “**License**”).

(i) Licensee has the right to grant Sublicenses only to Sublicensees, including Licensee’s Affiliates, in each case as set forth in Schedule C, as may be amended from time to time by Licensee with thirty (30) days’ prior notice to Licensor (unless such notice is waived) solely within the applicable Territory. For the duration of the Term, each Sublicensee shall be (A) as applicable, a duly licensed entity, approved by a Competent Authority for, and (B) capable of, selling Licensed Products within the applicable Territory. Prior to any Sublicensee performing any services in connection with this Agreement on behalf of Licensee, such Sublicensee shall have agreed in writing to be bound by the terms and

conditions of this Agreement that are applicable to Sublicensees by executing the joinder agreement attached hereto as Exhibit A (the “*Joinder Agreement*”). Licensee and each Sublicensee hereby covenant and agree that (I) Sublicensee shall not exceed the scope and rights of the License granted to Licensee hereunder, (II) Licensee will remain fully responsible and liable to Licensor for any acts or omissions of a Sublicensee, including in respect of compliance with this Agreement, as if Licensee had committed such action or inaction itself, and (III) Licensor shall be entitled to enforce the terms and conditions of this Agreement that are applicable to a Sublicense against Licensee and/or such Sublicensee. Licensee shall deliver to Licensor a true, complete, and correct copy of each Sublicense granted by Licensee, and any modification or termination thereof, if applicable, and each Joinder Agreement, within thirty (30) days following the applicable execution, modification, or termination of such Sublicense, and shall keep Schedule C current in accordance with the terms of this Section 2(a)(i).

(ii) The License, and any Sublicense granted in accordance with Section 2(a)(i) above, is limited to the applicable Territory, and all sales of Licensed Product by Sublicensees, or by other retailers purchasing Licensed Product from Sublicensees, shall occur, with respect to Natural Products in the Natural Territory, and, with respect to Psychedelic Products in the Psychedelic Territory. Licensee is responsible for ensuring that any sale by a retailer purchasing Licensed Product from such Sublicensee shall occur in the applicable Territory exclusively.

(iii) Licensor hereby reserves all rights not expressly granted to Licensee under this Agreement, and without limiting the foregoing, all rights granted to Licensee under this Agreement are subject to Licensor’s reserved right to use the Licensor Intellectual Property related to the promotion and advertising of any products or services, including the Licensed Products, within or outside of the Territory, subject to Applicable Laws and Section 2(b).

(iv) Neither Licensee nor any Sublicensee shall, and Licensee shall cause each applicable Sublicensee or any other retailers of Psychedelic Products to not: (a) conduct advertising of Psychedelic Products in, or specifically aimed at, any territory outside the Psychedelic Territory; (b) actively seek orders for Psychedelic Products from outside the Psychedelic Territory; or (c) establish any branch dealing in Psychedelic Products or maintain any distribution center for Psychedelic Products outside of the Psychedelic Territory.

(v) Without Licensor’s prior written consent, neither Licensee nor any Sublicensee shall use the Licensed Trademarks (or any mark confusingly similar to the Licensed Trademarks), individually or in combination, as part of (A) any corporate or trade name, or (B) any domain name.

(vi) All Licensed Products made, sold, or otherwise distributed by Licensee or any Sublicensee in the Territory must carry the Licensed Trademarks. Subject to Applicable Laws, Licensee and each Sublicensee (at Licensee’s



direction), as applicable, shall comply strictly with Licensor's directions regarding the form and manner of the application of the Licensed Trademarks, including the directions contained in the Style Guide, as applicable.

(vii) Licensee shall be solely responsible for all costs associated with the cultivation, production, packaging, marketing and sale of the Licensed Products, subject to the terms and conditions hereof.

(b) License-Back Grant. Subject to the terms and conditions of this Agreement, Licensee hereby grants to Licensor during the Term a non-exclusive, non-sublicensable, non-transferable limited license to the Licensee Intellectual Property only to the extent necessary for Licensor to market the Natural Products in the Natural Territory and the Psychedelic Products in the Psychedelic Territory in accordance with Section 2(j), subject to compliance with the Regulatory Compliance Policy.

(c) Licenses Exclusivity. During the Term, Licensee shall control the exclusive cultivation, processing, wholesale, and/or retail sales of the applicable Licensed Products in the applicable Territory; and Licensor will not, subject to Section 2(a), grant any other license under the Licensed Trademarks to make, sell, offer for sale, or import any (i) Natural Products to any third party within the Natural Territory, or (ii) Psychedelic Products to any third party within the Psychedelic Territory. Licensee will not, subject to Section 2(a), during the Term, grant any other license to make, sell, offer for sale, or use any Licensee Intellectual Property or Improvements for anything other than the Licensed Products.

(d) Mistercap Fungi; Licensee's Exclusivity Obligations. In the event that any Mistercap Fungi is provided by Licensee and approved by Licensor, Licensee shall not make the Mistercap Fungi available for sale in any capacity for the duration of the Term, Sell-Off Period, and six (6) months thereafter, other than under the Licensor Intellectual Property in accordance with the terms hereof. In the event that any Mistercap Fungi is provided by Licensor and utilized by Licensee, Licensee shall not make the Mistercap Fungi available for sale in any capacity during or after the Term, other than under the Licensor Intellectual Property in accordance with the terms hereof. Additionally, during the Term, Licensee shall (i) not enter into any new license agreement or arrangement with any third party brand or company affiliated with a rap, hip-hop or pop artist related to the cultivation, packaging, distribution, marketing or sale of mushroom, truffle or fungi products, without Licensor's prior written consent, and (ii) provide reasonable advance notice to Licensor, sufficient for Licensee to meaningfully consult with Licensor, prior to entering into new license agreement or arrangement with any third party brand or company affiliated with a celebrity personality that is not a rap, hip-hop or pop artist, related to the cultivation, packaging, distribution, marketing or sale of mushroom, truffle or fungi products.

(e) Additional Producers. If Licensee is consistently unable to meet the demand for the Licensed Products within the applicable Territory, Licensee shall collaborate with Licensor in good faith to work with additional producers of the Licensed Products to

become Sublicensees hereunder; provided, however, Licensee shall at all times during the Term remain the sole wholesale distributor of the Licensed Products within the Territory.

(f) No Ownership; No Action. Licensee and each Sublicensee acknowledges that (a) Licensor is the owner of the Licensor Intellectual Property and all goodwill related thereto, and (b) all use of the Licensor Intellectual Property under this Agreement and any goodwill accruing from such use will inure solely to Licensor's benefit. Nothing in the License shall be construed as granting Licensee, or any of its respective Affiliates or any Sublicensee, any ownership rights in or to the Licensor Intellectual Property. Nothing in this Agreement shall be construed as granting Licensor with any ownership of any Licensee Intellectual Property rights. Neither Party, nor any Sublicensee, shall apply to register or register (or aid any third party in registering) Intellectual Property rights of the other Party (or any confusingly similar Trademarks) or any of the other Party's Affiliates, or take any action inconsistent with each Party's ownership or validity of its Intellectual Property rights in any jurisdiction. Ownership of any Intellectual Property that arises through the development of any fungi genetics that becomes Mistercap Fungi, pursuant to Section 1(v), shall be negotiated in good faith by the Parties if jointly developed, and otherwise will be owned by Licensee if created by Licensee, and will be owned by Licensor if created by Licensor. If Licensee or a Sublicensee acquires any rights in the Licensor Intellectual Property, by operation of law or otherwise, Licensee and each Sublicensee hereby irrevocably assigns such rights to Licensor without further action by any of any party, including Intellectual Property Rights from any Person at Licensee's direction or control creating Intellectual Property included in the Licensed Brand. Licensee and each Sublicensee agrees that it shall not, during the Term or thereafter, directly or indirectly through a third party, take or permit any action which will or may dilute the Licensor Intellectual Property or tarnish or bring into disrepute the reputation of or goodwill associated with the Licensor Intellectual Property or Licensor or Wiz Khalifa, or which will or may invalidate or jeopardize any registration of the Licensor Intellectual Property. Licensee and each Sublicensee shall not grant or attempt to grant a security interest in, or otherwise encumber, the Licensor Intellectual Property or record any such security interest or encumbrance against any application or registration regarding the Licensor Intellectual Property in the United States Patent and Trademark Office, a state trademark office, or elsewhere. If Licensor acquires any rights in the Licensee Intellectual Property, by operation of law or otherwise, Licensor hereby irrevocably assigns such rights to Licensee without further action by any of any party. Licensor agrees that it shall not, during the Term or thereafter, directly or indirectly through a third party, take or permit any action which will or may dilute the Licensee Intellectual Property or tarnish or bring into disrepute the reputation of or goodwill associated with the Licensee Intellectual Property or Licensee, or which will or may invalidate or jeopardize any registration of the Licensee Intellectual Property; provided, however, that the Parties hereby acknowledge and agree that the actions or inactions of Wiz Khalifa that do not specifically relate to Licensee or the Licensed Products shall not be deemed a violation of this sentence. Licensor shall not grant or attempt to grant a security interest in, or otherwise encumber, the Licensee Intellectual Property or record any such security interest or encumbrance against any application or

registration regarding the Licensee Intellectual Property in the United States Patent and Trademark Office, a state trademark office, or elsewhere.

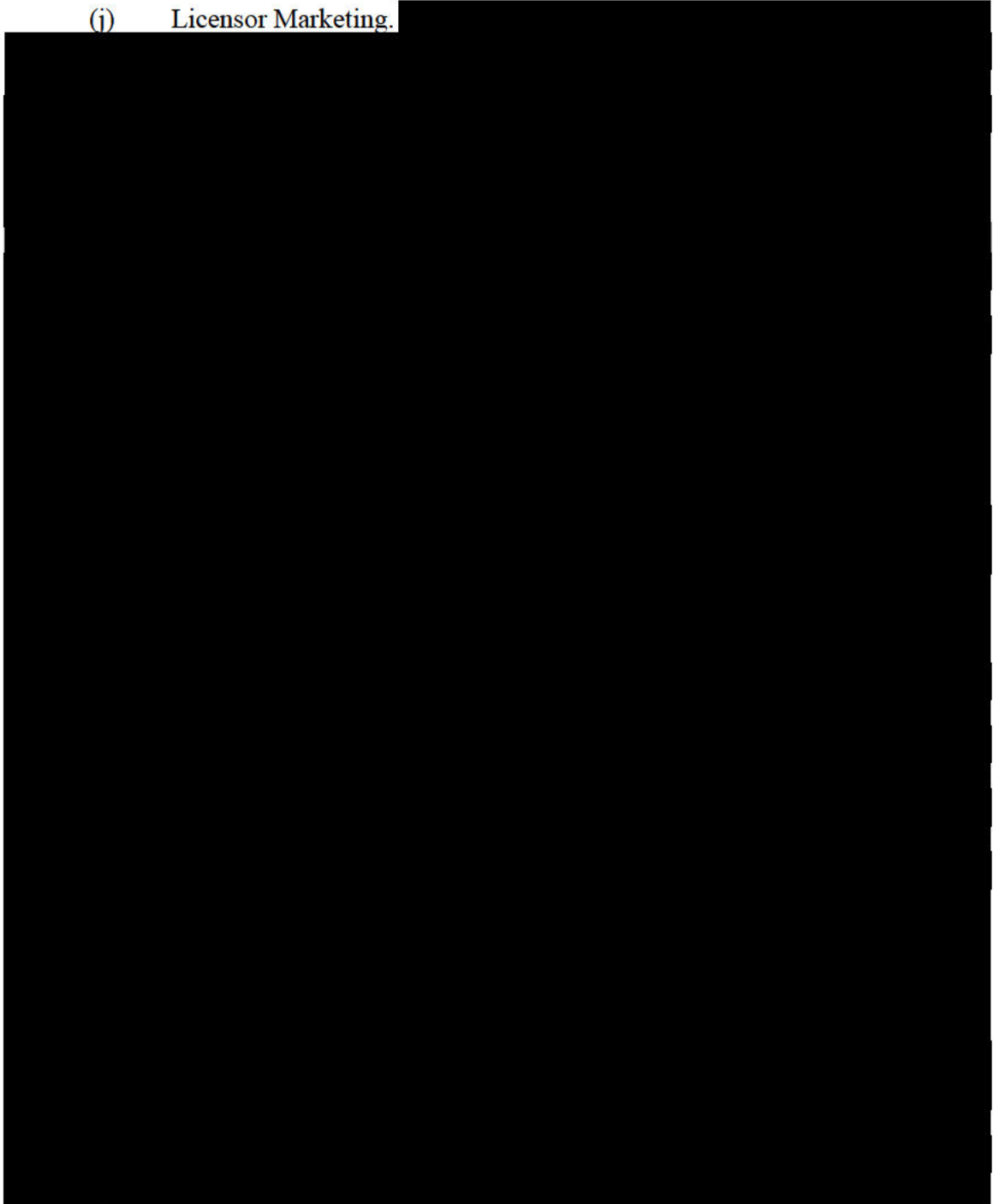
(g) Improvements Ownership. (i) Licensee shall own any Improvements created solely by Licensee during the Term, (ii) Licensor shall own any Improvements created solely by Licensor during the term, except where such Improvements have already been created by Licensee as demonstrated by contemporaneous documentary evidence, and (iii) ownership of Improvements created jointly by the parties shall be negotiated in good faith by the Parties.

(h) Change of Control of a Sublicensee. In the event of a Change of Control of any Sublicensee, which does not constitute a Change of Control of Licensee, then such Sublicensee shall provide the Licensor and Licensee notice of such Change of Control within thirty (30) days of the event and should either the Licensee or Licensor not approve the foregoing Change of Control within ten (10) business days of such notice then the Sublicensee shall (i) no longer be a “Sublicensee” hereunder; (ii) no longer have any rights or benefits hereunder; (iii) no longer have any rights to the Sublicense, including to the use or production of any Licensed Products, and/or the Licensor Intellectual Property, and shall immediately cease all use of Licensor Intellectual Property; (iv) as of the Change of Control, return to Licensee all advertising and promotional materials of Licensor, all Confidential Information of Licensor, and all Licensed Products, in such Sublicensee’s possession or control.

(i) Licensee Marketing. Subject to Licensor’s prior written approval pursuant to Section 3(d), Licensee, on behalf of and in connection with its Sublicensees, will use its best efforts to promote and expand the supply of the applicable Licensed Products throughout the applicable Territory, and provide such advertising and publicity as may reasonably be expected to bring the applicable Licensed Products to the attention of as many purchasers and potential purchasers as possible. Such marketing efforts of Licensee may include, but are not limited to, cooperative advertising, point-of-sale materials, media, print, social media posts, site tour, seasonal product presentations, and live events. All marketing efforts associated with the Licensed Products by Licensee and the Sublicensees (to be managed through Licensee) shall be approved in writing by Licensor in advance, including, but not limited to, marketing efforts ranging from the packaging of the Licensed Products to produced advertisements for the Licensed Products, in accordance with Section 3. Licensee shall not use any material in the advertising, marketing, packaging or promotion of Licensed Products which has not been approved in writing by Licensor in accordance with Section 3. Subject to Section 9, each of Licensee (on behalf of itself, its Affiliates, and the Sublicensees) and Licensor (on behalf of itself and its Affiliates) is responsible for its own costs for the marketing, advertising and promotional of Licensed Products. All activities under this Section 2(i) shall be conducted in compliance with any Licensed Product claims and Specifications as well as all Applicable Law governing the advertising and promotion of the specific Licensed Products sold. Licensee shall use its best efforts to ensure (on behalf of itself, its Affiliates and the Sublicensees) that the advertising, marketing, and promotion of the Licensed Products in no way reduces or diminishes the reputation, image, and prestige of the Licensor Intellectual Property, or of

products sold under or by reference to the Licensor Intellectual Property (including, without limitation, the Licensed Products and any Wholesale Apparel & Promotional Material). Licensee shall not use a personality or celebrity other than Wiz Khalifa to endorse or promote any Licensed Products without Licensor's prior written approval.

(j) Licensor Marketing.



Description of Licensor's marketing services and associated compliance matters.  
Redacted due to proprietary and confidential details disclosed.

(k) Product Placement; Availability. Following the Commencement Date, Licensee shall use its best efforts to meet market demand for all Licensed Products in the applicable Territory through stores owned, managed, and/or operated by the Sublicensees and/or through sales to other retailers for sale solely within the applicable Territory. Licensor shall use its best efforts to review, in a timely manner, the requests of Licensee which could reasonably have a direct impact on Licensee being capable of fulfilling its obligations under the preceding sentence. Each applicable Sublicensee or Affiliate shall feature the Licensed Products in all stores owned, managed, operated by and/or affiliated with such party within the applicable Territory (the “*Licensed Stores*”), including, but not limited to, prominent placement of Licensed Products point-of-sale materials and displays at registers, throughout Licensed Stores and via direct and third party digital and online platforms and websites, as well as store-in-store buildouts. The Parties shall cooperate in good faith to have at least three (3) Licensed Products ready for sale to consumers by the Commencement Date.

(l) Personnel. Licensee and Licensor shall in good faith evaluate the need for, and negotiate, Licensee’s engagement of a dedicated staff resource to manage Licensee’s relationship with Licensor. Licensee shall use commercially reasonable efforts to involve Licensor in the hiring process of any such staff personnel, and Licensor would retain a right of prior approval for any such engagement, such approval not to be unreasonably conditioned, withheld or delayed.

(m) Change to Licensed Products. In the event Licensor and/or Licensee desire to introduce new or additional products or extensions of existing Licensed Brands, new Mistercap Fungi, or new forms of packaging (together, “*New Items*”), or desire to cease to offer certain Licensed Products, within the Territory, the Parties shall work together in good faith to bring such New Items to market and negotiate ownership rights, as applicable, or to ensure the efficient withdrawal of such Licensed Products; provided, however, that (i) Licensee shall use its best efforts to commercialize any New Items requested by Licensor on a mutually agreed to schedule, and (ii) Licensor shall have final approval of any amendments to Schedule A, which may be amended from time to time by Licensor pursuant to this Section 2(m), acting reasonably and in good faith after meaningful consultation with Licensee, and in accordance with the terms and conditions of this Agreement.

(n) Other Licensees; Limited Recourse Acknowledgment. Subject to Section 2(c), Licensee hereby acknowledges and agrees that, in the event that Licensor submits a written request to Licensee to add a particular territory as a new Additional Psychedelic Territory (an “*Expansion Request*”), and Licensee fails to initiate sales of Psychedelic Products in such territory within three (3) years from the date of such Expansion Request, (i) Licensor may grant licenses and enter into agreements related to the Licensor Intellectual Property (“*Other Licensees*”) for psychedelic products in the territory identified in the Expansion Request, without any violation of the terms of this Agreement, and (ii) Licensee shall not bring any action for any claims against Licensor related to or arising out of the operations or activities of such Other Licensees within the applicable

Territory, other than in connection with the sale and marketing of applicable Licensed Products within the applicable Territory by any Other Licensee.

(o) Psychedelic Products Prohibited Event. In the event of a loss, termination or non-renewal (as applicable, a “**Prohibited Event**”) of any requisite authorization, licenses, exemption and/or permit required, or required to held and/or maintained in good standing, by Licensee under Applicable Laws, for itself or through any of its Sublicensees, in order to cultivate, manufacture, process, possess, distribute and/or sell Psychedelic Products in the Psychedelic Territory (a “**Psychedelic Requisite**”), Licensee (i) shall provide prompt notice thereof to Licensor, and in no event longer than five (5) business days from whenever Licensee becomes aware of such Prohibited Event, and (ii) may cure such Prohibited Event by re-securing such Psychedelic Requisite in each case within a twelve (12) month period (“**Prohibited Event Cure Period**”); provided, however, (i) such Prohibited Event is not remedied within the Prohibited Event Cure Period, that portion of the License associated with the Psychedelic Products, Psychedelic Territory, and any exclusivity associated therewith, may no longer be deemed to be within the scope of this Agreement upon written notice to Licensee by Licensor of such termination and the reasons for such termination, following which (A) Licensor shall be free to secure a new licensee for Psychedelic Products within the Psychedelic Territory (as well as anywhere else), and the Parties acknowledge and agree that, if the Prohibited Event has not been remedied within the first six (6) months of the Prohibited Event Cure Period, Licensor may thereafter begin discussions with such new licensees, without penalty, subject to the terms hereof, and (B) Licensee shall immediately cease any promotion or sale of Psychedelic Products within the Psychedelic Territory, and (ii) if the Prohibited Event is not experienced by all participants in the Psychedelic Territory at issue, Licensee shall pay Licensor an amount equal to the sum of the highest Realized Royalty Fee (calculated without deducting the Mistercap Marketing Fee or Mistercap Charitable Contribution as otherwise contemplated by Section 8(b)(ii) and Section 8(b)(iii), respectively) that were attributable to the Psychedelic Products sold in the Psychedelic Territory for a Royalty Period within the twelve (12) month period preceding the Prohibited Event, each month after the Prohibited Event for so long as the Prohibited Event continues or until Licensor elects to remove the Psychedelic Products from this Agreement in accordance with this Section 2(k).

### **3. Quality Control.**

(a) Acknowledgement. Licensee acknowledges and is familiar with the high standards, quality, style, and image of Licensor and its Affiliates, and Licensee at all times shall conduct its business and use, and cause the Sublicensees to conduct their business and use the Licensor Intellectual Property exclusively in a manner consistent with these standards, quality, style, and image, including, but not limited to, adhering to the Style Guide. The Licensed Products would at all times be of a premium quality, with a market rate at the top 10% of pricing for each class of product in the applicable Territory.

(b) Compliance with Licensor Standards. Licensee shall, and shall cause each Sublicensee to, comply with the specifications, standards, and directions relating to the Licensed Products, including their design, selection of Mistercap Fungi, manufacture,



promotion, packaging, distribution, and sale, and as otherwise notified in writing to Licensee by Licensor from time to time. The use by Licensee and each Sublicensee of the Licensed Trademarks and Licensed Brand is subject to the terms and requirements of this Agreement regarding Licensed Trademark and Licensed Brand usage, including any standard Licensed Trademark usage guidelines promulgated by Licensor and any Style Guide, as each may be updated and delivered to Licensee by Licensor from time to time.

(c) Packaging and Labeling; Approval. All Licensed Products (including any packaging and labeling, and enclosures) which utilize Licensed Trademarks or Licensed Brand for any marketing, promotion and advertising shall be approved by Licensor in writing in advance and adhere to the Style Guide. Licensee shall use commercially reasonable efforts to utilize Licensor's packaging vendors, if requested by Licensor, and engage in good faith negotiations in connection therewith. Prior to the production of any particular Licensed Product or of any packaging, enclosure, promotional materials and advertising for Licensed Products by Licensee, its Affiliates or any Sublicensee ("**Packaging**"), Licensee shall deliver, at Licensee's expense, to Licensor the following for Licensor's written approval:

- (i) A complete set of artwork or sketches of such Packaging; and
- (ii) Actual or digital specimens of Packaging, enclosures, promotional and marketing materials and advertising prior to use.

Licensor shall notify Licensee within ten (10) business days of receipt by Licensor of the materials as to whether Licensor approves of or has comments on such materials. In the absence of a written notice of approval or comments within ten (10) business days of receipt of such materials, the materials will be deemed to have been approved by Licensor. After Licensed Products or Packaging, as well as any marketing, promotional, and advertising have been approved pursuant to this Section 3(c), Licensee shall ensure there is no departure therefrom in any respect without the express prior written approval of Licensor.

(d) Promotion; Approval. All advertising and promotional activities undertaken by Licensee, its Affiliates, or any Sublicensee shall be limited exclusively to the applicable Territory. All promotional activities undertaken by Licensee, its Affiliates or any Sublicensee in connection with the Licensed Products shall be approved by Licensor in writing in advance pursuant to the process set forth in Section 3(c), including but limited to the text, layout, productions and/or other forms of media, as applicable, of all proposed advertisements and marketing and promotional material relating to the Licensed Products. Licensee shall not use any material in the advertising, marketing, or promotion of Licensed Products that has not adhered to the process set forth in this Section 3(c) and to the Style Guide. Licensee shall:

- (i) Ensure that all marketing, advertising and promotion activities contemplated under this Agreement comply with all Applicable Laws relating to the marketing, advertising and promotion in the applicable Territory; and

(ii) Use best efforts to ensure that all advertising, marketing, and promotion of the Licensed Products under this Agreement in no way reduces or diminishes the reputation, image, and prestige of Licensor, Wiz Khalifa, Licensor's Intellectual Property or other products sold under or by reference to Licensor (including, without limitation, the Licensed Products).

The Parties hereto, Licensee's Affiliates and the Sublicensees will not engage in any non-compliant, deceptive, misleading, illegal, or unethical practices, or in any practice, promotion or advertising related to the Licensed Products that may be detrimental to such party or the Licensed Product, which may offend Applicable Law or which may be injurious to the reputation or goodwill of the other Party.

(e) Licensee Markings. Apart from the Licensed Trademarks and Licensed Brand, no other Trademark or logo may be affixed to, or used in connection with, the Licensed Products, except that (i) Licensee may use its trade name and contact information on packaging, advertising, and promotional materials for the Licensed Products in such a way as is or may be required by Applicable Laws and in a manner not to obscure the Licensed Trademarks, and (ii) Licensee's Trademark or logo shall be displayed on the back of the packaging (or equivalent) of the Licensed Products in a manner agreed upon by the Parties in writing (email to suffice), and in each case above as presented and approved pursuant to Section 3(c). The Parties shall work together in good faith to consider appropriate references to Wiz Khalifa and/or his connection to the Licensor on the packaging of the Licensed Products, to be approved in accordance with Section 3(c). Depictions of Licensed Products may be shown in advertising and marketing materials showing other articles sold by Licensee or its Sublicensees in a manner not likely to cause confusion in the minds of the public as to the ownership of the Licensor Intellectual Property.

(f) No Alterations. Licensee shall cause the appropriate <sup>TM</sup> or <sup>®</sup> symbols to be used with respect to the Licensed Trademarks used in conjunction with the Licensed Products, as requested by Licensor or otherwise approved in accordance with Section 3(c). Licensee and Sublicensees shall not alter or remove any copyright, trademark, trade secret, proprietary and/or other legal notices of Licensor or third parties contained on or in the Licensed Products. The existence of any such notice shall not be construed as an admission, or be deemed to create a presumption, that any publication of such Intellectual Property has occurred.

(g) Compliance with Laws. In exercising their rights under this Agreement, Licensee and each Sublicensee shall, and Licensee shall cause its Affiliates and each Sublicensee to, comply with, and ensure that each Licensed Product sold or otherwise supplied by Licensee or such Sublicensee, as applicable, complies with, all Applicable Laws. Other than as may be prohibited by Applicable Laws, each Party shall promptly provide the other Party with copies of all communications between any governmental, regulatory, or industry authority and such Party, its Affiliates or any Sublicensee, relating to the other Party's Intellectual Property or the Licensed Products.

(h) Inspection of Facilities. Licensee shall permit and shall use its best efforts to obtain permission for, Licensor at all reasonable times and on reasonable notice to inspect any facility used for the manufacture, storage, or distribution of the Licensed Products to ensure compliance with the quality standards or any other specifications or requirements set forth in this Agreement.

(i) Submission of Product for Approval. Prior to any use of the Licensor Intellectual Property and thereafter at any time, upon Licensor's written request, acting reasonably and in good faith, or whenever Licensor is in the applicable Territory, Licensee shall, at its own expense, supply a reasonable number of production samples of the Licensed Products, in accordance with Applicable Laws, to Licensor for approval, which may be given or withheld in Licensor's discretion (not to be unreasonably withheld and acting in good faith). If Licensor rejects any such sample, it shall give written notice of such rejection to Licensee within thirty (30) days of Licensor's receipt of the sample, setting forth in reasonable detail the reason(s) for such rejection. Licensee and each Sublicensee shall, and Licensee shall cause each Sublicensee to, immediately cease distribution of such rejected Licensed Product(s) and distribution shall not recommence until Licensor confirms in writing to Licensee distribution may recommence. In the absence of a written notice of rejection, within thirty (30) days of receipt of a sample, the sample will be deemed to have been approved by Licensor.

(j) Rejected, Damaged, or Defective Products. Licensee and Sublicensees shall not, and Licensee shall cause its Affiliates and Sublicensees to not, sell, market, distribute, or use for any purpose, or permit any third party to sell, market, distribute, or use for any purpose, any Licensed Products that (i) Licensor rejects pursuant to Section 3(i), (ii) are damaged, or (iii) are defective; provided that, subject to compliance with Applicable Laws, Licensee shall use its commercially reasonable efforts to ensure that such rejected, damaged or defective Licensed Products are used for other Licensed Products, to the extent possible, and, if not, Licensee shall be responsible for otherwise disposing of such product in any legally permissible means, at Licensee's sole cost and discretion.

(k) Complaints. Licensee shall promptly provide Licensor with details of any complaints, adverse event, contamination, or damage that Licensee, its Affiliates or any Sublicensee has received or that has occurred relating to the Licensed Products together with reports on the manner in which such issues are being, or have been, resolved and shall comply with any reasonable directions given by Licensor concerning such matters.

(l) Regulatory Notice. Each Party shall promptly, and in no event greater than five (5) business days, provide the other Party with copies of any communications with a Competent Authority, including, but not limited to, any governmental, regulatory, or industry authority, relating to the other Party's Intellectual Property or Licensed Products, together with reports on the details of any such communications, the manner in which any noted issues or concerns are being, or have been, resolved or addressed, and each Party shall comply with any reasonable directions given by the other Party concerning such matters.

(m) Subcontracting. Except for Sublicenses granted in accordance with Section 2(a), Licensee shall not subcontract the cultivation, manufacture or sale of the Licensed Products or any components thereof.

(n) Regular Meetings. The Parties shall work together in good faith to hold regular meetings to discuss the objectives and status of the matters contemplated by this Agreement and shall endeavor to meet at least quarterly (virtually or otherwise) to accomplish the same. At least once per each calendar year during the Term, the Parties shall participate in an annual planning meeting to set certain performance targets for the upcoming year.

**4. Product Recall**. Licensee agrees to take, and to cause each applicable Sublicensee to take, all reasonable steps, which may include, without limitation, product recalls, to abate any health or safety risks posed by the Licensed Products as expeditiously as possible. Upon Licensor's written request, Licensee shall provide to Licensor for Licensor's review and comment, a copy of Licensee's recall program for the Licensed Products. Licensee has complete responsibility for determining if a product recall is required and Licensee bears responsibility for all costs and expenses associated with any recall of the Licensed Products.

**5. Wholesale Apparel & Promotional Material**. Licensee, on behalf of itself, its Affiliates and the Sublicensees, in its sole discretion, shall purchase Wholesale Apparel & Promotional Material exclusively from Licensor, and provide for prominent in-store placement of the Wholesale Apparel & Promotional Material to be negotiated by the Parties, for sale to consumers, as applicable. Licensee, Sublicensees and Licensee's Affiliates shall not sell any Wholesale Apparel & Promotional Material, as applicable, other than Wholesale Apparel & Promotional Material purchased in accordance with this Section 5. Licensee may reasonably request custom Wholesale Apparel & Promotional Material, subject to Licensor's approval, such approval not to be unreasonably withheld. No fee or royalty will be charged to Licensee, its Affiliates or the Sublicensees in connection with the Wholesale Apparel & Promotional Material, beyond the original purchase price paid by Licensee to Licensor for the Wholesale Apparel & Promotional Material.

**6. Facility Access**. Upon reasonable notice, and subject to Licensee's consent (such consent not to be unreasonably withheld), Licensee would permit, and shall use its best efforts to obtain permission for, Licensor and its representatives and partners, at agreed upon times, to access Licensee and Sublicensee facilities from time to time for promotional and/or informational purposes.

**7. Enforcement**.

(a) Notification. Each Party shall immediately notify the other Party in writing, with reasonable detail of any knowledge of such Party of: (i) actual, suspected, or threatened infringement of Licensor Intellectual Property, Licensee Intellectual Property, any claim that the Licensed Trademarks are invalid, or opposition to the Licensed Trademarks; (ii) person applying for, or granted, a registered trademark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted

to either Party under this Agreement; or (iii) other actual, suspected or threatened claim to which the Licensor Intellectual Property or Licensee Intellectual Property may be subject.

(b) Actions. With respect to any of the matters listed in Section 7(a): (i) each Party has the sole right and discretion to bring an action concerning any of its own Intellectual Property, defend any declaratory judgment action concerning any of its own Intellectual Property, and take any other lawful action reasonably necessary to protect, enforce, or defend any of its own Intellectual Property, and control the conduct thereof and attempt to resolve any claims relating to any of its own Intellectual Property, including by taking any lawful action that the owning Party, in its sole discretion, believes is reasonably necessary to protect, enforce, or defend any of its own Intellectual Property. Each Party has exclusive control over, and conduct of, all claims and proceedings related to its own Intellectual Property. Neither Party will have any obligation to bring any suit, action, or other proceeding against any alleged infringer of any of such Party's Intellectual Property; (ii) each Party shall provide the other Party with all assistance that either Party may reasonably require in the conduct of any claims or proceedings provided that the requesting Party shall bear all costs associated with such assistance; (iii) each Party shall bear the cost of any proceedings related to its own Intellectual Property and will be entitled to retain all sums recovered in any action for its own account; and (iv) each Party may settle any such suit, action, or other proceeding related to its own Intellectual Property, whether by consent order, settlement, or other voluntary final disposition, without the prior written approval of the other Party, provided that neither Party shall settle any such suit, action, or other proceeding in a manner that adversely affects the rights of the other Party concerning the license each Party has to the other Party's Intellectual Property, without the other Party's prior written consent, which consent may not be unreasonably withheld or delayed. The Parties agree that, for any action concerning both Parties' Intellectual Property, the Parties shall coordinate in good faith regarding any such action.

**8. Payments.**

(a) Signing Bonus. Notwithstanding any other payments due by Licensee to Licensor hereunder, Licensor shall receive Two Hundred Fifty Thousand Canadian Dollars (C\$250,000.00) as a fully earned signing bonus due and payable as of the Effective Date in immediately available funds wired to the account designated to Licensee by Licensor in writing.

(b) Royalty Fees. In consideration of the rights granted herein, Licensee will pay Licensor a fee (the "*Realized Royalty Fee*"), calculated on a monthly basis, in an amount, solely to the extent a positive number, equal to the difference of:

- (i) [REDACTED]
- [REDACTED]

Royalty calculation details. Redacted due to financially sensitive information



plus

(B)

Royalty calculation details. Redacted due to financially sensitive information.

Royalty calculation details. Redacted due to financially sensitive information.

It being further acknowledged and agreed that, if the foregoing calculation results in a negative number, Licensee shall not be entitled to any return or claw back of any Realized Royalty Fee or Mistercap Marketing Fee paid to Licensor or due to Licensor at such time or in the future. The Realized Royalty Fee shall be calculated for each consecutive month following the Commencement Date during the Term (each a “*Royalty Period*”) and shall be due and payable within twenty-five (25) days of the end of each Royalty Period.

(c) Mistercap Marketing Fee. Notwithstanding any other payments due by Licensee to Licensor hereunder, Licensee shall pay Licensor, on or before the fifteenth (15<sup>th</sup>) day of each Royalty Period following the Commencement Date, a marketing fee for its services hereunder in an amount equal to [REDACTED] in immediately available funds wired to the account designated to Licensee by Licensor in writing, as may be updated from time to time (the “*Mistercap Marketing Fee*”). Marketing Fee Amount. Redacted due to financially sensitive information.

(d) Payment Statements. Within ten (10) business days of the end of each Royalty Period, Licensee shall provide Licensor with a monthly written sales statement, certified by Licensee’s Chief Financial Officer or another authorized representative of Licensee, in a form acceptable to Licensor, setting forth in reasonable detail (each a “*Payment Statement*”):

(i) the Realized Royalty Fee in the aggregate and by Licensed Product for (A) such Royalty Period, and (B) the applicable calendar year to date;

(ii) the amount of Mistercap Adjusted Gross Sales in the aggregate and by Licensed Product for (A) such Royalty Period, and (B) the applicable calendar year to date;



(iii) the ratio of (A) Mistercap Adjusted Gross Sales to (B) the Adjusted Gross Sales, for (y) such Royalty Period, and (z) the applicable calendar year to date;

(iv) the number of Licensed Products sold in the aggregate and by Licensed Product at (A) retail, if any, and (B) wholesale during for (y) such Royalty Period, and (z) the applicable calendar year to date;

(v) the number of Licensed Products sales in the aggregate and by Licensed Product originating via (A) the Mistercap Website, and (B) all other sales channels, other than the Mistercap Website for (y) such Royalty Period, and (z) the applicable calendar year to date;

(vi) the amount of inventory of each of the Licensed Products available at the (A) start and (B) conclusion of such Royalty Period;

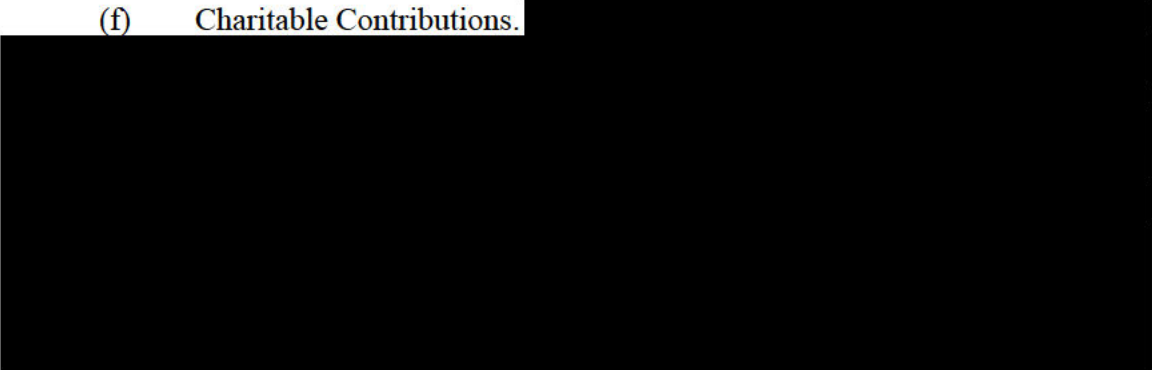
(vii) the number of days each Licensed Product stock keeping unit remained in stock for (A) such Royalty Period, and (B) the applicable calendar year to date;

(viii) the total amount of (A) sales, value added, use and other similar taxes and government charges actually paid relating to the sales of the Licensed Products, excluding income taxes for such Royalty Period; and (B) actual amounts credited for refunds and exchanges of the Licensed Products for such Royalty Period, in each case in the aggregate and by Licensed Product; and

(ix) any other details reasonably requested by Licensor to properly analyze Licensee's performance hereunder.

(e) Platform Access & Data Sharing. Subject to the confidentiality terms of this Agreement, Licensee shall use commercially reasonable efforts to provide Licensor with relevant metrics and data it has available for distribution relating to the sales and performance of the Licensed Products, and Licensee will work together with Licensor in good faith to provide information to Licensor that will allow Licensor to better perform its services hereunder and monitor the performance of the Licensed Products.

(f) Charitable Contributions.

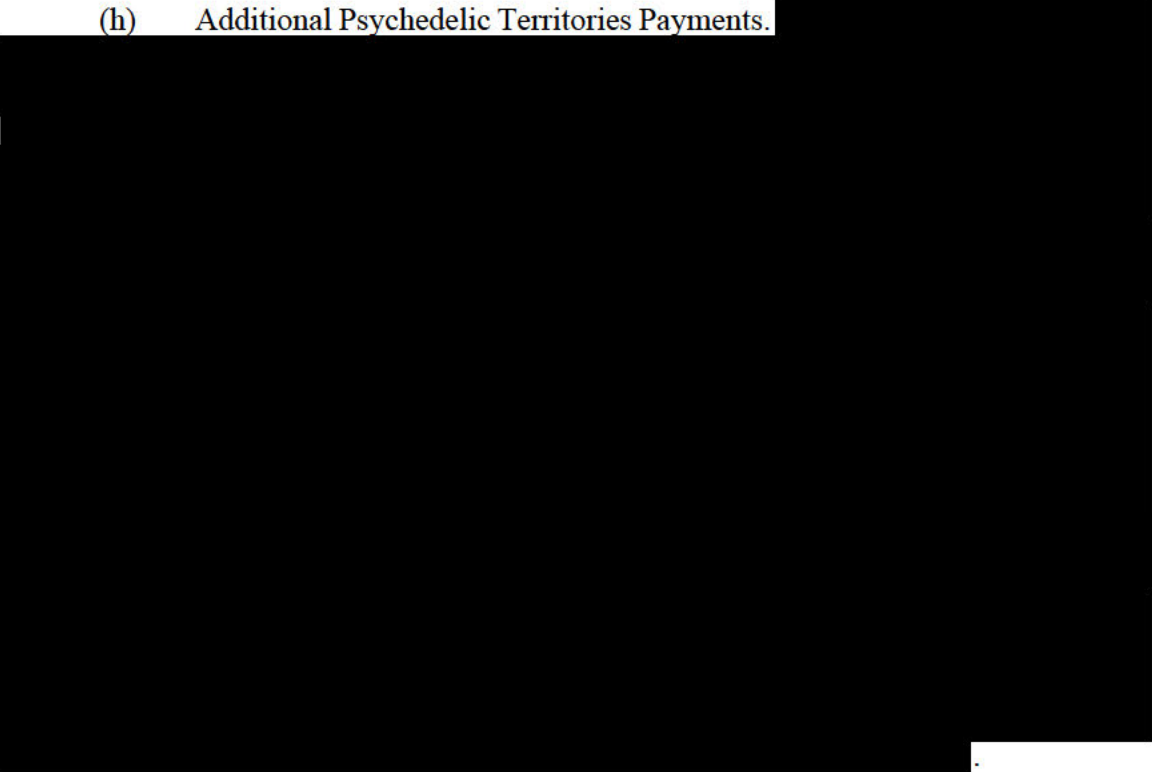




Specifics relating to charitable contributions by the parties. Redacted due to financially sensitive information

(g) Books and Records. Licensee shall keep accurate records in sufficient detail to reflect its operations under this Agreement; and shall retain the records for at least three (3) years after the close of the period to which they pertain, or for such period as required under Applicable Laws, whichever period is longer. Licensor shall have the right, upon reasonable notice to Licensee to examine and audit, including through a third party advisor or service provider all records of Licensee that may contain information bearing on the calculation of the Realized Royalty Fees payable hereunder. Such audit shall be conducted upon execution of an appropriate confidentiality agreement with any third party advisor or service provider as specified by the Parties, and any activities of any such auditor shall be subject to any Applicable Law or regulation. All such audits shall be conducted in a manner so as to minimally interfere with any Licensee operations. In the event any audit of the books and records of any Licensee relating to the Realized Royalty Fees (and the information relating thereto) by Licensor and/or any of Licensor’s representatives reveals that the amounts paid to Licensor hereunder for the period of such audit have been understated by more than five percent (5%) of the amounts determined to be due for the period subject to such audit, then the out-of-pocket costs and expenses of such audit shall be borne by Licensee; and in all other cases, such out-of-pocket costs and expenses shall be borne by Licensor.

(h) Additional Psychedelic Territories Payments.



Mechanics by which the Psychedelic Territory may be expanded. Redacted due to financially sensitive information

**9. Marketing & Development Account.**



**10. Equity Consideration in Licensee.** In further consideration of the rights granted herein by Licensor to Licensee, upon the Effective Date, Licensee shall issue to Licensor Licensee Shares in the amount equal to the product of (x) One Million Canadian Dollars (C\$1,000,000.00) *divided by* (y) the closing price of the Licensee Shares as quoted on the CSE ending on the last trading day prior to the Effective Date. Such Licensee Shares shall be issued to Licensor within ten (10) days from the date hereof (the “*Granted Shares*”). Upon issuance, all of the Granted Shares (i) shall be validly issued, fully paid, and non-assessable, (ii) will be “restricted securities” within the meaning of Rule 144(a)(3) under the 1933 Act and bear a restrictive legend to such effect, and (iii) may be resold by the Licensor pursuant to and in compliance with available exemptions from the registration requirements of the 1933 Act. The issuance of the Granted Shares shall be approved pursuant to a written resolution of the Board of Directors of the Licensee and are contingent on the prior completion, execution and delivery of **Exhibit B** by the Licensor to the Licensee. The Licensor hereby agrees that the Granted Shares shall be subject to applicable statutory hold periods in compliance with Applicable Laws, including for certainty Canada and the United States.

**11. Termination.**

(a) **Term.** The Term shall continue, unless earlier terminated in accordance with this **Section 11**, provided that, at the conclusion of the Initial Term and each Renewal Term, Licensee has met the Key Performance Indicators. If Licensee has failed to meet the Key Performance Indicators at the conclusion of the Initial Term or any Renewal Term, Licensor shall have the right, but not the obligation, to terminate this Agreement by delivering thirty (30) days’ written notice to Licensee within ninety (90) days following the date that the failure to achieve the Key Performance Indicators for any year of the Term has been confirmed by the Parties.

(b) **Termination by Licensor.** This Agreement may be immediately terminated by Licensor upon written notice to Licensee upon the occurrence of any one or more of the following events:



(i) Licensee (A) becoming insolvent, (B) making an assignment for the benefit of creditors, (C) filing or having filed against it a petition in bankruptcy, (D) having a receiver appointed for its assets, or (E) being dissolved or liquidated;

(ii) if a Change of Control shall have occurred with respect to Licensee and Todd Shapiro no longer serves as an officer, director or advisor of Licensee for any reason during the twenty four (24) month period following such Change of Control;

(iii) a Force Majeure Event under Section 18(j) below has been asserted by Licensee for ninety (90) or more consecutive calendar days; and/or

(iv) Material breach or default of this Agreement by Licensee or a Sublicensee, including failure of Licensee to comply with a material term of this Agreement, by furnishing written notice to Licensee setting forth the nature of Licensee's noncompliance or breach, and upon such written notice, in the event the applicable Licensee does not cure such breach or default within forty-five (45) days of the date of such notice (unless an extension of time is agreed to by Licensor in its sole and absolute discretion), then Licensor shall have the right to terminate this Agreement, in addition to all other remedies provided by law or equity, including without limitation, the right to specific performance and/or injunctive relief.

(c) Termination by Licensee. This Agreement may be immediately terminated by Licensee upon written notice to Licensor upon the occurrence of any one or more of the following events:

(i) Licensor (A) becoming insolvent, (B) making an assignment for the benefit of creditors, (C) filing or having filed against it a petition in bankruptcy, (D) having a receiver appointed for its assets, or (E) being dissolved or liquidated;

(ii) Material breach or default of this Agreement by Licensor, including failure of Licensor to comply with a material term of this Agreement, by furnishing written notice to Licensor setting forth the nature of Licensor's noncompliance or breach, and upon such written notice, in the event Licensor does not cure such breach or default within forty-five (45) days of the date of such notice (unless an extension of time is agreed to by Licensee in its sole and absolute discretion), then Licensee shall have the right to terminate this Agreement, in addition to all other remedies provided by law or equity, including without limitation, the right to specific performance and/or injunctive relief;

(iii) a Force Majeure Event under Section 18(j) below has been asserted by Licensor for ninety (90) or more consecutive calendar days; and/or

(iv) a Marketing Post Termination.

(d) Events After Termination. In the event this Agreement is terminated by either Party pursuant to this Section 11, or expires pursuant to its terms, the following provisions shall be applicable:

(i) Subject to Section 11(d)(v), each Party and each Sublicensee shall, and Licensee shall cause each Sublicensee and its Affiliates to, cease all use of the other Party's Intellectual Property and immediately cease all sale of all inventory of Licensed Products in its possession;

(ii) Licensee shall (A) collect from its Affiliates and Sublicensees, and (B) destroy or return to Licensor, at Licensor's discretion and expense, all Licensed Brands materials, including advertising and promotional materials relating to the Licensed Product, and, as promptly as practicable, return to Licensor all Confidential Information then in the possession or control (with the exception of one (1) electronic copy of such information for recordkeeping or archival purposes) of Licensee, its Affiliates and Sublicensees;

(iii) Licensor shall (A) collect from its Affiliates, and (B) destroy or return to Licensee, at Licensee's discretion and expense, all Confidential Information then in the possession or control (with the exception of one (1) electronic copy of such information for recordkeeping or archival purposes) of Licensor and its Affiliates;

(iv)



Liquidated Damages provision. Redacted due to financially sensitive information.

(v) If this Agreement has been terminated by Licensee pursuant to Section 11(c) above, by Licensor pursuant to Section 11(b)(ii), or expires pursuant to its terms, Licensee, its Affiliates and Sublicensees shall have the right to sell all inventory of Licensed Products, packaged under the Licensed Trademark, as of the date of such termination or expiration, in the applicable Territory, for the duration of the Sell-Off Period, in accordance with the terms and conditions of this Agreement, including, but not limited to, the payment of the Realized Royalty Fee, within twenty-five (25) days of the conclusion of each calendar month during the Sell-Off Period; provided, however, that, for purposes of calculating the Realized Royalty Fee under this Section 11(d)(v) neither the Mistercap Marketing Fee nor the Mistercap Charitable Contribution shall be deducted from the Realized Royalty

Fee equation as otherwise contemplated by Section 8(b)(ii) and Section 8(b)(iii), respectively. For the duration of the Sell-Off Period, neither Licensee nor any Sublicensee shall sell any products consisting of Mistercap Fungi under any packaging or marks other than the Licensed Trademark and Licensed Brand, and shall not repackage any Licensed Products. Upon the earlier of the (i) expiration of the Sell-Off Period, or (ii) the sale of the full inventory of Licensed Products permitted to be sold under this Section 11(d)(v), each Party, its Affiliates and each Sublicensee shall cease all use of the other Party's Intellectual Property and sales of any Licensed Products. Licensor shall be under no obligation related to any exclusivity associated with this Agreement during the Sell-Off Period, related to the Licensed Products or otherwise, and Licensee shall cause any Licensed Products permissibly offered for sale during the Sell-Off Period to be sold at market prices in effect prior to the expiration or termination of this Agreement, or with a commercially reasonable discount, subject to Licensor's express prior consent. During the Sell-Off Period, the Licensor shall take commercially reasonable efforts, and in good faith, continue to operate and accept sales through the Mistercap Website.

(vi) Any provisions which by their terms survive the termination or expiration of this Agreement, shall so survive.

Licensee acknowledges and agrees that (i) the sums payable under Section 11(d)(iv) above shall constitute liquidated damages and not penalties and are in addition to all other rights of Licensor; (ii) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate; (iii) the amounts specified in such subsection bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred by Licensor; (iv) one of the reasons for Licensor and Licensee reaching an agreement as to such amounts was the uncertainty and cost of litigation regarding the question of actual damages; and (v) Licensor and Licensee are sophisticated business parties and have been represented by sophisticated and able legal counsel and negotiated this Agreement at arm's length.

(e) Rights in Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by a Party to the other Party are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under the U.S. Bankruptcy Code. The Parties agree that Licensee, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code. The provisions of this Section 11(e) are without prejudice to any rights that a Party may have arising under any applicable insolvency statute or other applicable law, including the right of a Party to assert that this Agreement is not an executory contract subject to rejection under Section 365 of the U.S. Bankruptcy Code.

## **12. Representations, Warranties and Covenants.**

(a) By Licensee. Licensee represents, warrants, and covenants to Licensor that:



(i) Licensee is a legal entity in good standing under the Applicable Laws of its province of organization/incorporation, and in each jurisdiction in which it conducts business;

(ii) Licensee has full power to enter into this Agreement, without the consent or approval of any third party, and that this Agreement is its valid and binding obligation;

(iii) Licensee has obtained all necessary approvals to enter into, execute, and perform its obligations under this Agreement, and it is not a party to or bound by and will not become a party to or bound by any agreement that is inconsistent with its obligations under this Agreement or that could reasonably be expected to prevent it from performing its obligations under this Agreement;

(iv) Licensee owns the legal rights, title and interest in the Licensee Intellectual Property;

(v) The Regulatory Compliance Policy sets forth the standards pursuant to which Licensor and its Affiliates, as applicable, may promote the Licensed Products in compliance with Applicable Laws.

(vi) Licensee shall refrain from any unfair trade practices or any other activities, during or after the Term, detrimental to Licensor's or Wiz Khalifa's goodwill or reputation;

(vii) Licensee, as of the Effective Date, has, and during the Term shall maintain, all necessary permits, registrations, and licenses required under Applicable Laws to (A) conduct the operations contemplated by this agreement, and (B) cultivate, manufacture, process, possess, and distribute each Licensed Product, as applicable, under the terms of this Agreement, and has taken, and shall take, commercially reasonable efforts to ensure that each Sublicensee, as applicable, has and shall do the same;

(viii) Licensee shall cause each Licensed Product to be manufactured (A) as approved by the applicable Competent Authority and in accordance with Applicable Laws, including, but not limited to, any applicable food and/or drug safety related laws, statutes or ordinances, and (B) in accordance with the Specifications and be free from any manufacturing (including but not limited to a defect or latent defect), packaging, labeling, amount, product or testing deviation;

(ix) Licensee shall cause each Licensed Product produced to (A) be merchantable and fit for human consumption; (B) be free from any liens and encumbrances; and (C) not be contaminated, adulterated, tampered with, or otherwise altered, mishandled, or subjected to negligence;

(x) (A) Neither Licensee nor any of its Affiliates, is prohibited by Applicable Laws or by any order, directive or policy of any governmental authority from any business activities contemplated herein regarding the preparation and sale of Licensed Products for commercial and/or retail marketing, sale, or distribution, and Licensee has taken, and shall take, commercially reasonable efforts to ensure that any Sublicensee or any of its Affiliates is not prohibited by Applicable Laws or by any order, directive or policy of any governmental authority from any business activities contemplated herein regarding the preparation and sale of Licensed Products for commercial and/or retail marketing, sale, or distribution; (B) neither Licensee nor any of its Affiliates is a Person who is listed by a US federal agency as debarred, suspended, proposed for debarment or otherwise ineligible for federal programs in the Territory; (C) Licensee has not employed and will not employ or use the services of, or otherwise be Affiliated with, any Person who has been debarred by any Competent Authority or subject to any other penalty or sanction by any Competent Authority, is the subject of Competent Authority debarment proceedings, or has been convicted of a crime that could lead to debarment by any Competent Authority; and (D) Licensee will certify the representation in this subsection (x) to Licensor in writing as requested from time to time by Licensor; and

(xi) Licensee, including its officers, directors, agents, employees or any other Person acting on its behalf: (A) is in material compliance with the U.S. Foreign Corrupt Practices Act, 5 U.S.C. 78dd 1, *et seq.* (the “*FCPA*”); (B) will not authorize, offer or make payments to any foreign official that would result in a violation of the FCPA or any other antibribery or anticorruption law or other applicable law; and (C) will use no part of the consideration received in connection with this Agreement for any purpose that would constitute a violation of any such laws. The term “foreign official”, as it is used in this subsection (xi), has the same meaning as the term is used pursuant to the FCPA. Licensee has also taken, and shall take, commercially reasonable efforts to ensure that each Sublicensee is in compliance with this subsection (x).

(b) By Licensor. Licensor represents, warrants, and covenants to Licensee that:

(i) Licensor is a legal entity in good standing under the laws of its state of organization/incorporation;

(ii) Licensor has full power to enter into this Agreement and to grant the License, without the consent or approval of any third party, and that this Agreement is its valid and binding obligation;

(iii) Licensor has obtained all necessary approvals to enter into, execute, and perform its obligations under this Agreement, and it is not a party to or bound by and will not become a party to or bound by any agreement that is inconsistent with its obligations under this Agreement or that could reasonably be expected to prevent it from performing its obligations under this Agreement;

(iv) Licensor owns the legal rights, title and interest in the Licensor Intellectual Property in the Targeted Markets;

(v) Licensor shall refrain from any unfair trade practices or any other activities, during or after the Term, detrimental to Licensee's goodwill or reputation;

(vi) With respect to the License: (A) it does not infringe upon or violate the rights of any third parties; (B) Licensor has no agreements with any third party or any commitments or obligations which conflict in any way with its obligations under this Agreement; (C) no claim by any third party contesting the validity, enforceability, use or ownership of any of the Intellectual Property has been made against Licensor or, to the present knowledge of Licensor, is threatened; and (D) Licensor has not received any notice of, nor to the present knowledge of Licensor, are there any facts which indicate to Licensor a likelihood of any infringement by, or conflict with, any third party with respect to the Intellectual Property;

(vii) (A) Neither Licensor nor any of its Affiliates is prohibited by Applicable Laws or by any order, directive or policy of any governmental authority from performing the acts contemplated by this Agreement; (B) neither Licensor nor any of its Affiliates is a Person who is listed by a US federal agency as debarred, suspended, proposed for debarment or otherwise ineligible for federal programs in the Territory; (C) Licensor has not employed and will not employ or use the services of, or otherwise be Affiliated with, any Person who has been debarred by any Competent Authority or subject to any other penalty or sanction by any Competent Authority, is the subject of Competent Authority debarment proceedings, or has been convicted of a crime that could lead to debarment by any Competent Authority; and (D) Licensor will certify the representation in this subsection (vii) to Licensee in writing as requested from time to time by Licensee; and

(viii) Licensor, including its officers, directors, agents, employees or any other Person acting on its behalf: (A) is in material compliance with the FCPA; (B) will not authorize, offer or make payments to any foreign official that would result in a violation of the FCPA or any other antibribery or anticorruption law or other applicable law; and (C) will use no part of the consideration received in connection with this Agreement for any purpose that would constitute a violation of any such laws. The term "foreign official", as it is used in this subsection (viii), has the same meaning as the term is used pursuant to the FCPA.

(c) By Sublicensee. Each Sublicensee represents, warrants, and covenants, on a several and not joint basis, to Licensor that:

(i) Such Sublicensee is a legal entity in good standing under the laws of its state of organization/incorporation;

(ii) Such Sublicensee has full power to execute the Joinder Agreement, without the consent or approval of any third party, and that this Agreement, as applicable, is its valid and binding obligation;

(iii) Such Sublicensee has obtained all necessary approvals to enter into, execute, and perform its obligations under this Agreement and the Sublicense, and it is not a party to or bound by and will not become a party to or bound by any agreement that is inconsistent with its obligations under this Agreement or that could reasonably be expected to prevent it from performing its obligations under this Agreement;

(iv) Such Sublicensee shall refrain from any unfair trade practices or any other activities, during or after the Term, detrimental to Licensor's or Wiz Khalifa's goodwill or reputation;

(v) Such Sublicensee has, as of the date it executed the Joinder Agreement, and shall maintain during the Term, all necessary permits, registrations, and licenses required under Applicable Laws to (A) conduct the operations as a Sublicensee and as contemplated by this Agreement, and (B) cultivate, manufacture, process, and distribute each Licensed Product, as applicable, under the terms of this Agreement;

(vi) The Licensed Products to be manufactured, as applicable, by such Sublicensee, will be cultivated, process and manufactured (A) as approved by the applicable Competent Authority and in accordance with Applicable Laws, and (B) in accordance with the Specifications and be free from any manufacturing (including but not limited to a defect or latent defect), packaging, labeling, amount, product or testing deviation;

(vii) Such Sublicensee shall cause each Licensed Product it produces, as applicable, to (A) be merchantable and fit for human consumption; (B) be free from any liens and encumbrances; and (C) not be contaminated, adulterated, tampered with, or otherwise altered, mishandled, or subjected to negligence;

(viii) (A) Neither such Sublicensee nor any of its Affiliates is prohibited by Applicable Laws or by any order, directive or policy of any governmental authority from cultivating, processing, manufacturing and/or distributing the Licensed Products for commercial and/or retail marketing, sale, or distribution; (B) neither such Sublicensee nor any of its Affiliates is a Person who is listed by a US federal agency as debarred, suspended, proposed for debarment or otherwise ineligible for federal programs in the Territory; (C) such Sublicensee has not employed and will not employ or use the services of, or otherwise be Affiliated with, any Person who has been debarred by any Competent Authority or subject to any other penalty or sanction by any Competent Authority, is the subject of Competent Authority debarment proceedings, or has been convicted of a crime that could lead to debarment by any Competent Authority; and (D) such Sublicensee

will certify the representation in this subsection (viii) to Licensee in writing as requested from time to time by Licensor;

(ix) Such Sublicensee, including its officers, directors, agents, employees or any other Person acting on its behalf: (A) is in material compliance with the FCPA; (B) will not authorize, offer or make payments to any foreign official that would result in a violation of the FCPA or any other antibribery or anticorruption law or other applicable law; and (C) will use no part of the consideration received in connection with this Agreement or the Sublicense for any purpose that would constitute a violation of any such laws. The term “foreign official”, as it is used in this subsection (ix), has the same meaning as the term is used pursuant to the FCPA; and

(x) Such Sublicensee shall not enter into any transaction or agreement with any Affiliate or third party relating to the Licensed Products (other than this Agreement or its Sublicense), including, without limitation, the cultivation, processing, manufacture or sale of Licensed Products to an Affiliate of Sublicensee or to a third party.

### **13. Indemnification.**

(a) Indemnification by Licensee. Licensee shall indemnify, hold harmless and defend Licensor, its Affiliates, officers, directors, members, employees, agents and independent contractors (collectively, the “*Licensor Parties*”) from and against any and all liabilities, losses, damages, claims, causes of action and expenses (including reasonable attorneys’ fees and expenses of attorneys’ selected by Licensor) (“*Losses*”) from any claim against a Licensor Party by a third party (including any Sublicensee) caused or asserted to have been caused, directly or indirectly, by or as a result of: (i) any breach of a representation, warranty, or covenant under this Agreement by Licensee, and/or any of Licensee’s Affiliates and its Affiliates’ respective officers, directors, members, employees, agents and independent contractors (collectively, the “*Licensee Parties*”) and/or any Sublicensee; (ii) the failure of any Licensee Party and/or a Sublicensee to comply with Applicable Laws; (iii) the failure of any Licensed Product to be in accordance with the Specifications, compliant with Applicable Laws, and free from any manufacturing (including but not limited to a defect or latent defect), packaging, labeling, amount, product or testing deviation; (iv) a recall or replacement of Licensed Product under Section 4 above; (v) any other alleged acts or omissions by a Licensee Party and/or Sublicensee that constitutes a misrepresentation of material facts which may constitute common law fraud under Applicable Laws or gross negligence; and (vi) any act of a Sublicensee or subcontractor of Licensee.

(b) Indemnification by Licensor. Licensor shall indemnify, hold harmless and defend Licensee Parties from and against any and Losses from any claim by a third party against a Licensee Party caused or asserted to have been caused, directly or indirectly, by or as a result of: (i) any breach of a representation, warranty, or covenant under this Agreement by any Licensor Parties; (ii) any real or alleged infringement of third party

Intellectual Property rights by the Licensed Trademarks in the Targeted Markets (in accordance with Section 13(d), below); or (iii) any other alleged acts or omissions by a Licensor Party that constitutes a misrepresentation of material facts which may constitute common law fraud under Applicable Laws or gross negligence.

(c) Losses. The amount of any Losses for which indemnification is provided hereunder shall be net of any amounts actually recovered by an indemnified person or entity under insurance policies with respect to such Losses (net of any taxes or expenses incurred in connection with such recovery). The Parties shall use commercially reasonable efforts to recover under insurance policies for any Losses. If a Party hereto receives any insurance proceeds or other compensation with respect to a matter or claim after having received any indemnification payment hereunder with respect to such matter or claim such Party shall promptly refund to the other Party hereto an amount equal to such insurance payment or other compensation.

(d) Infringement of Third Party Rights. Each Party shall promptly report in writing to the other Party during the Term of any claim or potential claim by a third party alleging: (a) that the grant of rights by each Party to the other Party under this Agreement violates or conflicts with the terms of any license or other grant of rights by such Party to such third party; (b) a claim of infringement of third party rights by Licensee's use of the Licensed Trademarks; or (c) if the sale of the Licensed Products becomes or is reasonably likely to become, the subject of any claim of infringement related to Licensor Intellectual Property or Licensee Intellectual Property. Upon such notice of a claim, or upon receipt of such claim, the Party owning the disputed Intellectual Property may: (i) replace or modify the allegedly infringing Intellectual Property with non-infringing Intellectual Property and provide for materially similar benefits to the other Party as set forth in this Agreement or (ii) obtain for the other Party a license to continue using the disputed Intellectual Property. For avoidance of doubt, the foregoing obligations do not apply with respect to portions or components of the Licensed Products where a Party continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement.

(e) Indemnification Procedures. Any Party that intends to claim indemnification pursuant to this Section 13 (the "**Indemnatee**") shall promptly notify the indemnifying Party (the "**Indemnitor**") in writing of any claim, lawsuit or other action in respect of which Indemnatee intends to claim such indemnification, except that a delay in so notifying Indemnitor will not relieve Indemnitor of its obligations to indemnify unless, and then solely to the extent that, such delay materially and adversely has affected the defense of such action or has materially and adversely increased the liability of Indemnitor. Within ten (10) days after receipt of such notice, Indemnitor shall notify Indemnatee in writing as to whether or not Indemnitor intends to take over the defense of such claim, and if Indemnitor fails to provide such written notice, Indemnatee will be entitled to take over the defense of the claim. Upon proper notification by Indemnitor of its intention to defend the claim, Indemnitor will have the right to control the investigation and defense of the claim and shall keep Indemnatee and its counsel currently informed as to all material aspects of the claim and its investigation and defense. Indemnatee may, in such case, engage



counsel to assist in the investigation and defense of the claim but will not be entitled to reimbursement for any expenses related to the engagement of such counsel. Indemnitor may not enter into any settlement or consent to the entry of any judgment with respect to such claim without the consent of Indemnitee, which consent will not be unreasonably withheld or delayed; provided, however, no such consent will be required if the settlement provides for the full release of Indemnitee with respect to the claim. Indemnitee shall provide Indemnitor with all assistance that Indemnitor may reasonably require in the conduct of any claims or proceedings, and Indemnitor shall bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for its own account.

#### **14. Insurance.**

(a) Coverage Required by Applicable Laws. Licensee shall at its own expense obtain and maintain during the Term of this Agreement and for a period of at least six (6) years after the expiration or termination of the Agreement, all insurance coverage required by Applicable Laws. If during the term of this Agreement, Applicable Laws shall change, and different insurance (in type or amount) becomes required, Licensee agrees to comply with any such new Applicable Laws and shall, within ten (10) days of the effective date of such new Applicable Laws, at its own expense obtain the additional or different insurance required and to thereafter maintain such additional or different insurance for the remainder of the Term of this Agreement and for a period of at least six (6) years after the expiration or termination of this Agreement. Licensee shall promptly notify Licensor of any such change in Applicable Laws that would create or increase any requirement for any additional or different insurance, and shall promptly deliver to Licensor proof (in the form of a certificate of insurance or otherwise) that it has obtained the required additional or different insurance and satisfied such new Applicable Laws.

(b) Minimum Insurance Requirements. In no event shall Licensee obtain and maintain less insurance (in type or amount) than is required by Applicable Laws. Licensee understands and agrees that Applicable Laws may only set forth the minimum (in type and amount) of insurance that Licensee must obtain and maintain. To the extent that the insurance requirements set forth in this Section 14 exceed any insurance requirements imposed by Applicable Laws, Licensee must still satisfy in full the insurance requirement set forth in this Section 14.

(c) Insurance Required. Licensee will, at its own expense, obtain and maintain during the Term of this Agreement and for a period of at least two (2) years after the expiration or termination of the Agreement insurance covering the obligations it has undertaken in this Agreement, and protecting against any and all claims or liabilities that may arise directly or indirectly as a result of its performance under this Agreement, including without limitation the following: (i) Commercial General Liability Insurance covering claims for bodily injury (including death), property damage, and personal and advertising injury with limits of not less than US\$2,000,000 per occurrence or per claim and not less than US\$2,000,000 in an annual aggregate; (ii) Products/Completed Operations Liability Insurance with limits of no less than US\$10,000,000 per occurrence

or per claim and not less than US\$10,000,000 in an annual aggregate; (iii) Licensee shall ensure that Licensor is named as an additional insured on Licensee's primary, umbrella, and excess Commercial General Liability Insurance and Products/Completed Operations Liability Insurance policies in place during the Term of this Agreement and for a period of at least two (2) years after the expiration or termination of this Agreement; and (iv) each insurance policy required under this Agreement shall provide that the insurer will provide Licensee and Licensor with at least thirty (30) days prior written notice of any modification or cancellation of such insurance coverage, except ten (10) days' notice shall apply in the event of cancellation for non-payment of premium. Notwithstanding the foregoing, the Parties agree that the Licensee shall use commercially reasonable efforts to secure, but may be unable to obtain, insurance subject to this Section 14(c) for the Psychedelic Products specifically; provided that such failure to obtain insurance for the Psychedelic Products shall not in any way reduce Licensee's liabilities or responsibilities hereunder.

(d) Proof of Insurance. Licensee shall promptly deliver to Licensor before or upon execution of this Agreement proof that it, and any applicable Sublicensee, has satisfied all insurance requirements in this Section 14 in the form of a certificate of insurance or otherwise. If any of the insurance referenced in the certificate is claims-made coverage, the certificate of insurance shall specifically set forth the applicable retroactive date or any similar limitation on coverage for prior acts. Licensee is responsible for ensuring that Licensor has current Certificates of Insurance throughout the Term of this Agreement. Licensee shall, upon Licensor's reasonable request, promptly deliver or otherwise make available to Licensor copies of all insurance policies required by this Section 14.

## **15. Confidentiality.**

(a) Obligation of Confidentiality. Both Parties and each Sublicensee acknowledge that the Parties hereto are concerned about their competitors and other third parties obtaining their Confidential Information and attempting to circumvent a Party or both Parties by contacting or otherwise attempting to use a Party's or both Parties' information for their own use to offer products and services identical or similar to the services provided by the Parties, thereby interfering with and/or causing harm to the Parties and depriving the Parties of their competitive advantage. Such Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by the Parties or their employees, agents, advisors or other representatives, shall be preserved in strict confidence by both Parties and the Sublicensees and will not be used for any purpose other than to exercise its rights or perform its obligations under this Agreement. The Parties and the Sublicensees shall protect and safeguard the confidentiality of the disclosing Party's Confidential Information with at least the same degree of care as the receiving Party or Sublicensee would protect its own similar Confidential Information, but in no event with less than a commercially reasonable degree of care. Both Parties and each Sublicensee agree that they will not publish, disclose, transfer, release or divulge any Confidential Information, either directly or indirectly, to any individual or entity whatsoever, or use any Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement. The Parties and each Sublicensee shall not disclose any

such Confidential Information to any Person, except to receiving Party's or Sublicensee's officers, employees, consultants, accountants, legal advisors and Affiliates who are bound by written confidentiality obligations and have a need to know the Confidential Information to assist receiving Party or Sublicensee, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. All Confidential Information transmitted hereunder shall be and remain the property of the Party who transmitted it to the other Party or Sublicensee. Except as required by law or as reasonably required to assert its rights hereunder, neither Party nor any Sublicensee shall disclose the existence or substance of the discussions or other information shared between the Parties or any terms of this Agreement or any related agreement between the Parties (or any matters relating thereto), without the prior written consent of each Party.

(b) Survival. The obligations set forth in this Section 15 with respect to any item of Confidential Information or with respect to any discussions or agreements between the Parties shall survive any termination or expiration of this Agreement and any Sublicense indefinitely.

(c) Public Company Disclosures. Licensee and its Affiliates shall use best efforts to pursue full confidential treatment of the economic terms of this Agreement and consult with Licensor in good faith prior to any required disclosures, to ensure that the terms of Section 8 and other financial or similar terms of this Agreement are not publicly disclosed, including in regular public reports, subject to, and unless absolutely required by, Applicable Laws.

**16. Non-Solicitation of Employees**. During the Term of this Agreement, and for one (1) year from the date of its termination, the Parties agree to not, in any capacity or manner, whether directly or indirectly, hire or attempt to hire or otherwise solicit any of the other Party's (or its Affiliates') employees for employment in or services to any undertaking with which it is associated; provided, however, that nothing shall prevent the Parties from hiring an employee pursuant to a general solicitation which is not directed specifically to any such employees of the other Party.

**17. Dispute Resolution**.

(a) Disputes. Any dispute, claim or controversy between the Parties, or between Licensor and a Sublicensee, or among the Parties and any Affiliate thereof with respect to, that arises out of or that relates to this Agreement or any of the arrangements provided for herein (including any renewals, extensions or modifications thereof), whether arising in contract, tort or by statute and including any dispute, claim or controversy concerning the existence, validity, interpretation, enforceability, performance, breach or termination of this Agreement, the validity or enforceability of this Section 17 and all claims of arbitrability (each, a "**Dispute**") shall be resolved exclusively in accordance with this Section 17.

(b) Attempt to Resolve. If any Dispute does arise, then the Parties and each Sublicensee agree to communicate, promptly and in good faith, with each other to discuss

and attempt to resolve the Dispute. The terms of any agreement or resolution reached by the Parties or a Sublicensee in such discussions shall be committed to writing, and such writing shall be treated as confidential and compromise and settlement negotiations for purposes of applicable rules of evidence.

(c) Arbitration. If the Dispute is not resolved in the course of such mediation mentioned above, then upon the written demand of any Party, such Dispute shall be promptly submitted to and finally resolved by binding arbitration administered by the American Arbitration Association (“AAA”) or its successor in accordance with the AAA or its successor under the commercial arbitration rules and procedures in effect at the time the arbitration commences and the terms of this Section 17. The arbitration shall be conducted before one, neutral arbitrator unless the Parties involved in the Dispute agree in writing to a different number of arbitrators within fifteen (15) days after the written demand for arbitration is made. The arbitrator(s) shall be selected and appointed in accordance with such AAA rules and procedures. The same person may not serve both as the mediator and the arbitrator. The arbitration shall be conducted in New York, New York. Each Party or a Sublicensee may be represented by one or more attorneys or other selected representative(s). The arbitrator(s) will give effect to applicable statutes of limitation in determining any Dispute and may dismiss the arbitration on the basis that the Dispute is barred by such statutes of limitation. For purposes of the application of any statutes of limitation, the filing with the AAA under applicable AAA rules and procedures for arbitration of a demand for arbitration is the equivalent of the filing of a lawsuit. Any Dispute concerning this Section 17 or whether a Dispute is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) may award any appropriate remedy, including monetary damages, injunctive relief or other equitable relief; provided, that the arbitrator(s) may not award punitive or exemplary damages. The award shall be in writing and shall be final and binding on the Parties and any Sublicensee. The award may include interest, as determined by the arbitrator(s), from the date of any default, breach or other accrual of a Dispute until the arbitral award is paid in full. The arbitration shall be governed by the laws of the State of New York. Any principles of public policy applied by the arbitrator(s) shall consist exclusively of the State of New York relevant public policy. The Parties and each Sublicensee submit and consent to the exclusive jurisdiction of the state courts in New York to compel arbitration, to confirm an arbitration award, or handle other court functions. Except to the extent permitted by Section 18(a) hereof, the Parties and each Sublicensee expressly waive any right of removal to the United States federal courts, and the Parties and each Sublicensee expressly waive any right to compel arbitration, to confirm an arbitral award, or seek any aid or assistance of any kind in the United States federal courts. Subject to Section 18(a) hereof, each Party will bear and pay equally the fees and expenses of AAA and the arbitrator(s) associated with the arbitration, and each Party will bear its own attorneys’ fees, costs and other expenses in connection with the arbitration.

(d) Modification. If the arbitrator(s) determines that this Agreement or any part hereof (whether this Agreement itself or together with the other relationships between or involving the Parties or any Affiliate or Sublicensee) are illegal, invalid, unenforceable, void or voidable, then the arbitrator(s) shall determine and effect an equitable modification of this Agreement that complies with Applicable Laws and that approximates as closely as

possible the economic arrangements and position of the Parties hereunder. An arbitrator exceeds his or her powers by voiding or refusing to enforce this Agreement or any part hereof solely based on any psychedelic-related aspects of the contract.

(e) Jurisdiction. Each of the Parties and Sublicensees hereto irrevocably and unconditionally consents to the exclusive jurisdiction of AAA to resolve all Disputes subject to arbitration under this Agreement. Each Party and Sublicensee further irrevocably waives any objection to proceeding before AAA based upon lack of personal jurisdiction or to the laying of venue and further irrevocably and unconditionally waives and agrees not to make a claim in any court that arbitration before AAA has been brought in an inconvenient forum. Each of the Parties hereto hereby consents to service of process by registered mail at the address to which notices are to be given.

(f) Other Agreements; Equitable Remedies. The procedures set forth in this Section 17 shall be the sole and exclusive procedure for the resolution of Disputes; provided, however, that (i) as between Licensee and each Sublicensee, the terms of the Sublicense and other agreements between such parties shall control with respect to disputes exclusively between those parties, and (ii) a Party may seek temporary or preliminary injunctive relief for the limited purpose of avoiding irreparable harm, and Licensor may seek to enforce any and all rights and remedies accorded to it by the Uniform Commercial Code and other Applicable Laws or in equity, against Licensee or any Sublicensee in each case in a court of applicable jurisdiction prior to, during or after arbitration without having to submit such matter to mediation, arbitration or the other procedures set forth in this Section 17.

(g) Waiver of Right to Trial by Jury. BY AGREEING TO BINDING ARBITRATION PURSUANT TO THIS SECTION 17, THE PARTIES AND EACH SUBLICENSEE IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE. THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS SECTION 17 IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY.

(h) Confidentiality of Dispute Resolution. All mediations and arbitrations pursuant to this Section 17 are confidential and may not be disclosed by the Parties or any Sublicensee, their Affiliates, employees, officers, directors, counsel, consultants and expert witnesses, except (i) to the extent necessary to enforce any arbitration award or to enforce other rights of a Party or Sublicensee, (ii) as required by Applicable Laws, court order or legal process, (iii) in confidence to a Party's or Sublicensee's owners, directors, officers, employees, attorneys, accountants, advisors, Affiliates and other representatives or (iv) for a bona fide business purpose, such as disclosure in confidence to a Party's or its Affiliates' investors, lenders or potential investors, lenders or purchasers; provided, however, that, breach of this confidentiality provision shall not void any arbitral award.

(i) Enforceability. The Parties and each Sublicensee have carefully structured this Agreement and the arrangements hereunder to comply fully with Applicable Laws and have consulted to their satisfaction with their respective legal counsel in connection



therewith. Each Party and Sublicensee acknowledges and agrees that this Agreement and such arrangements are valid, legal and enforceable obligations of such Party and Sublicensee. Each of the Parties and Sublicensee agrees that it shall not make, assert, maintain or initiate, nor cause to be made, asserted, maintained or initiated, any claim, charge, demand, action, arbitration or proceeding of any type, the basis of which is, in whole or in part, that this Agreement or any portion thereof, or the relationships created thereby, is illegal. If a Party or Sublicensee takes any action which is inconsistent with the preceding sentence, then such Party or Sublicensee shall pay all costs and expenses (including attorneys' fees) incurred by the other parties in defending or responding to such claim, charge, demand, action, arbitration or proceeding, which payment shall be made promptly to such other party upon its request.

## **18. Miscellaneous.**

(a) Choice of Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. The Parties and each Sublicensee agree and acknowledge that no Party makes, will make, or shall be deemed to make or have made any representation or warranty of any kind regarding the compliance of this Agreement with any Federal Psilocybin Laws (as defined herein). No Party and no Sublicensee shall have any right of rescission or amendment arising out of or relating to any non-compliance with Federal Psilocybin Laws unless such non-compliance also constitutes a violation of applicable state law as determined in accordance with the Act or by the Regulator, and no Party or Sublicensee shall seek to enforce the provisions hereof in federal court unless and until the Parties or Sublicensee have reasonably determined that the Act is fully compliant with Federal Psilocybin Laws. As used herein, "*Federal Psilocybin Laws*" means any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of psilocybin, psychedelic or related substances or products containing or relating to the same, including, without limitation, the prohibition on drug trafficking under 21 U.S.C. § 841(a), et seq., the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960 and the regulations and rules promulgated under any of the foregoing.

(b) Relationship of the Parties. The relationship between Licensor and Licensee, and any relationship with a Sublicensee hereunder, is that of independent contractors. Nothing stated in this Agreement shall be construed as creating the relationship of employer and employee, franchisor and franchisee, master and servant, principal and agent, partnership or joint venture between the Parties or a Sublicensee. Licensee shall be deemed to be an independent contractor of Licensor at all times and neither Licensee nor

any of Licensee's employees or agents or Sublicensee shall have any express or implied right or authority to assume or create any obligations on behalf of Licensor.

(c) Assignment. This Agreement shall be binding on the Parties and their respective successors and permitted assigns. Except as expressly set forth in this Agreement, neither Party may assign this Agreement without the prior written consent of Licensor and Licensee, which consent may be granted or withheld in each Party's sole and absolute discretion. No Sublicensee may assign any rights or obligations which it is provided or subject under this Agreement.

(d) Amendment. This Agreement shall not be amended, supplemented or otherwise altered unless by an instrument in writing executed by the authorized representatives of each of Licensor and Licensee hereto. This Section 18(d) shall not apply to any changes that are made to any Licensor's pricing lists, Style Guide, Trademark usage guidelines or Specifications, to Licensor's updates to Schedule A or Schedule G or Licensee's updates to Schedule C, in each case which do not materially alter, affect or change the terms of this Agreement. Any amendment of this Agreement in accordance with this Section 18(d) shall be binding on each Party and any Sublicensee, as applicable.

(e) No Waiver. The failure of any Party to give notice or to enforce any provision hereof shall not be construed as a waiver of such provision in the future or to effect in any manner the validity of this Agreement.

(f) Headings. The heading of each Section of this Agreement is designed to facilitate references and shall not be deemed to give greater emphasis or significance in the construction, application or interpretation of this Agreement.

(g) No Public Announcements or Use of Other Intellectual Property. Neither Party shall, unless approved in writing by the other Party, and no Sublicensee shall ever, issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or otherwise use the other Party's Intellectual Property without the prior written consent of such other Party, unless expressly permitted under this Agreement.

(h) Notices. All notices, requests, consents, claims, demands, waivers, and other communications (other than routine communications having no legal effect) shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day, and (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses:

Licensor:

Mistercap, LLC



Mistercap LLC address. Redacted due to confidentiality concerns.

Attn: Darien Saul and Timothy Hunkele

with a copy (which shall not constitute notice) to:

Reed Smith LLP  
225 Fifth Ave  
Pittsburgh, PA 15222  
Attn: Matthew McK. Mohn

Licensee:

Red Light Holland Corp.  
1 Adelaide Street East, Suite 801  
Toronto, Ontario M5C 2V9  
Attn: Todd Shapiro, Chief Executive Officer

with a copy (which shall not constitute notice) to:

Garfinkle Biderman LLP  
1 Adelaide Street East, Suite 801  
Toronto, Ontario M5C 2V9  
Attn: Shimmy Posen, Partner

Sublicensee:

As set forth on the Joinder Agreement.

(i) Further Assurances. The Parties and each Sublicensee agree and covenant that at any time, and from time to time, the Parties and each Sublicensee shall promptly execute and deliver to the requesting Party such further instruments and documents and take such further action as each party may reasonably require in order to carry out the full intent and purpose of this Agreement, and to comply with all Applicable Laws.

(j) Force Majeure. Apart from any specific provisions in this Agreement, either Party shall be excused from any failure or delay in the performance resulting directly or indirectly from product shortages, the inability to obtain raw materials from usual sources of Licensor or Licensee, decrees of illegality by Competent Authorities, transit failure or delay, labor problems or disputes, governmental orders or restrictions, fire, flood or other acts of nature, accident, war, civil disobedience, any new epidemic or pandemic (or any significant degradation of the state of the COVID-19 pandemic), or any other causes beyond such Party's reasonable control (each, a "*Force Majeure Event*"). The time stipulated for the fulfillment of the obligations shall be extended for a period equal to the duration of the circumstances. The Party for whom it has become impossible to meet its obligations under this Agreement shall immediately advise the circumstances preventing

the fulfillment of its obligations and shall take reasonable action to cure the Force Majeure Event(s).

(k) Severability. If any provision or portion of this Agreement shall become invalid, illegal, or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid, legal, or enforceable. The invalidity, illegality, or unenforceability of any provision or portion hereof shall not affect the validity, legality, or enforceability of the other provisions or portions hereof.

(l) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements between the Parties, including that certain letter of intent dated February 18, 2022 entered into between the Parties.

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which when taken together shall be deemed to constitute one and the same instrument.

**19. Regulatory Compliance**. This Agreement is subject to strict requirements for ongoing regulatory compliance by the Parties and Sublicensees hereto, including, without limitation, requirements that the Parties and Sublicensees take no action in violation of any Applicable Laws or the guidance or instruction of any Regulator. The Parties and each Sublicensee acknowledge and understand that Applicable Laws and/or the requirements of any Regulator are subject to change and are evolving as the marketplace for mushroom, truffle, fungi and related products continues to evolve. If necessary or desirable to comply with the requirements of Applicable Laws and/or any Regulator, the Parties and each Sublicensee hereby agree to (and to cause their respective Affiliates and related parties and representatives to) use their respective commercially reasonable efforts to take all actions reasonably requested to ensure compliance with Applicable Laws and/or any Regulator, including, without limitation, negotiating in good faith to amend, restate, amend and restate, supplement, or otherwise modify this Agreement to reflect terms that most closely approximate the Parties' original intentions, and providing substantially equivalent financial consideration determined by the Parties acting reasonably, but which are responsive to and compliant with the requirements of Applicable Laws and/or any Regulator. In furtherance, not in limitation of the foregoing, the Parties further agree to cooperate with any Regulator to promptly respond to any informational requests, supplemental disclosure requirements, or other correspondence from any Regulator and, to the extent permitted by any Regulator, keep all other Parties hereto fully and promptly informed as to any such requests, requirements, or correspondence.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**LICENSOR:**

MISTERCAP, LLC

By:           /s/ Timothy Hunkele          

Name: Timothy Hunkele

Title: Authorized Signatory

**LICENSEE:**

RED LIGHT HOLLAND CORP.

By:           /s/ Todd Shapiro          

Name: Todd Shapiro

Title: Chief Executive Officer and Director



**Schedule A**

**LICENSED PRODUCTS**

**I. NATURAL PRODUCTS**

1. [To be updated by mutual agreement of the Parties]

**II. PSYCHEDELIC PRODUCTS**

1. [To be supplemented by mutual agreement of the Parties]

**Schedule B**

**LICENSED TRADEMARKS**

1. MISTERCAP<sup>1</sup>

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<sup>1</sup> **Note to Draft:** To be updated, based on Licensor's IP filings.

**SCHEDULE C<sup>2</sup>**

**AFFILIATES**

1.

**SUBLICENSEES**

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<sup>2</sup> **Note to Draft:** To be populated by Licensee.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Description of marketing services. Redacted as proprietary and confidential information.



**SCHEDULE E**

**KEY PERFORMANCE INDICATORS**

[Redacted text]

[Redacted text]

[Redacted text]

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

[Redacted text]

Description of Key Performance Indicators. Redacted due to financially sensitive information.

**SCHEDULE F**

**ADDITIONAL PSYCHEDELIC TERRITORIES**

1.

**SCHEDULE G**

**TARGETED MARKETS**

The Parties acknowledge and agree that Licensor has pending applications for the Licensed Trademarks in the following jurisdictions as of the Effective Date:



[Listing of Targeted Markets. Redacted due to confidentiality obligations.](#)

**EXHIBIT A**

**JOINDER AGREEMENT**

This joinder to the Intellectual Property Licensing Agreement, entered into as of the date set forth below (this “*Joinder Agreement*”), is made by the undersigned (the “*Joining Sublicensee*”). Any of the capitalized terms used herein that are not otherwise defined shall have the meanings set forth in that certain Intellectual Property Licensing Agreement, by and between Licensor and Licensee, dated as of June 29, 2022 (the “*License Agreement*”), to which this Joinder Agreement is attached as Exhibit A.

**WHEREAS**, the Joining Sublicensee has reviewed and considered the terms of the License Agreement applicable to Sublicensees, is duly licensed to operate in the applicable Territory, is in compliance with all Applicable Laws, and desires to be joined to the License Agreement as a Sublicensee, and to become subject to the terms and conditions set forth therein, as applicable; and

**AND WHEREAS**, Licensee desires to sublicense to certain services to the Joining Sublicensee, in accordance with the terms of that certain Sublicense, by and between Licensee and the Joining Sublicensee, and the terms of the License Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor, Licensee and Joining Sublicensee hereby agrees as follows:

1. Joinder. The Joining Sublicensee hereby joins and becomes a party to, and Licensor and Licensee hereby accept the Joining Sublicensee as a party to, the License Agreement as a Sublicensee, and, upon execution hereof, the Joining Sublicensee is entitled to the benefits, and is subject to the obligations, of a Sublicensee under the License Agreement.

2. Acknowledgment. The Joining Sublicensee acknowledges that it has received and reviewed a complete copy of the License Agreement, that it will bound by the terms thereof, and makes the representations and covenants set forth therein as a Sublicensee, including, but not limited to, Sections 2(a), 2(f), 2(g), 3, 5, 11(d), 12(c), 15, 17 and 18 of the License Agreement.

3. Governing Law. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Joinder Agreement will be governed by and construed in accordance with the terms of the License Agreement.

**JOINING SUBLICENSEE:**

**NOTICE INFORMATION:**

[ \_\_\_\_\_ ]

Address:

By: \_\_\_\_\_

Name:

Title:

Email:

Date:

## EXHIBIT B

### ACCREDITED INVESTOR FORM (UNITED STATES) FORM

*Capitalized terms not specifically defined in this Form have the meaning ascribed to them in the Intellectual Property Licensing Agreement to which this Form is attached.*

**TO: RED LIGHT HOLLAND CORP.**

In connection with the issuance of the Granted Shares (the “**Shares**”) to the Licensor, for the purposes of this Accredited Investor Form, the Licensor (acknowledging that the Licensee and its counsel are relying thereon) hereby:

1. Understands that the Shares of the Licensee have not been and will not be registered under the *United States Securities Act of 1933*, as amended (the “**1933 Act**”) or under the securities (“**blue sky**”) laws of any state of the United States;
2. Represents that it is receiving the Shares as principal for its own account, for investment purposes, and not with a view to any resale, distribution or other disposition of the Shares in any transaction that would be in violation of the securities laws of the United States or any state thereof;
3. Understands and acknowledges that the Shares are “restricted securities”, as such term is defined under Rule 144(a)(3) under the 1933 Act, and the Licensor agrees that if it decides to offer, sell or otherwise transfer, pledge or hypothecate all or any part of the Shares it will not offer, sell or otherwise transfer, pledge or hypothecate any or any part of the Shares (other than pursuant to an effective registration statement under the 1933 Act), directly or indirectly, except:
  - (a) to the Licensee; or
  - (b) outside the United States in accordance with the requirements of Rule 904 of Regulation S under the 1933 Act and in compliance with applicable local laws and regulations; or
  - (c) in accordance with the exemptions from registration under the 1933 Act provided by Rule 144 or Rule 144A thereunder, if available, and in accordance with applicable state securities laws of the United States; or
  - (d) in a transaction that does not require registration under the 1933 Act or any applicable United States state laws and regulations governing the offer and sale of securities;

*provided*, however, that prior to any offer, sale or other transfer, pledge or hypothecation, pursuant to 3(c) or 3(d) above the Licensor has furnished to the Licensee, if requested, an opinion of counsel of recognized standing or other evidence of exemption, in either case reasonably satisfactory to the Licensee.

4. Represents it is a U.S. Accredited Investor that satisfies one or more of the categories of “accredited investor” as indicated below (the Licensor must initial on the appropriate line(s) writing “X”):

\_\_\_\_\_ (i) A bank as defined in section 3(a)(2) of the 1933 Act, or a savings and loan association or other institution as defined in section 3(a)(5)(A) of the 1933 Act whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to section 15 of the United States Securities Exchange Act of 1934; an insurance company as defined in section 2(a)(13) of the 1933 Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; a Small Business Investment Company licensed by the U.S. Small



Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of USD\$5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of USD\$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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(ii) A private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

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(iii) An organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of USD\$5,000,000;

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(iv) A director, executive officer, or general partner of the corporation of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that corporation;

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(v) A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase, exceeds USD\$1,000,000;

**Note:** For purposes of calculating “net worth” under this paragraph:

(a) the person’s primary residence shall not be included as an asset;

(b) indebtedness that is secured by the person’s primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(c) indebtedness that is secured by the person’s primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;

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(vi) A natural person who had an individual income in excess of USD\$200,000 in each of the two most recent years or joint income with that person's spouse in excess of USD\$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

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(vii) A trust, with total assets in excess of USD\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the 1933 Act;

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(viii) A natural person that holds one of the following licenses in good standing: General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65);

- \_\_\_\_\_ (ix) An investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state;
- \_\_\_\_\_ (x) An investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act of 1940;
- \_\_\_\_\_ (xi) A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- \_\_\_\_\_ (xii) An entity, of a type not listed above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;
- \_\_\_\_\_ (xiii) A “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1): (i) with assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
- \_\_\_\_\_ (xiv) A “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000 and whose prospective investment in the issuer is directed by such family office by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
- X   (xv) An entity in which all of the equity owners are accredited investors;

5. Understands and acknowledges that upon the original issuance thereof, and until such time as the same is no longer required under applicable requirements of the 1933 Act or state securities laws, the certificates representing the Shares and all certificates issued in exchange therefor or in substitution thereof, will bear the following legend:

““UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE CLOSING.]”

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES, AGREES FOR THE BENEFIT OF RED LIGHT HOLLAND CORP. (THE “CORPORATION”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATIONS UNDER THE 1933 ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; (C) PURSUANT TO THE EXEMPTIONS FROM REGISTRATION UNDER THE 1933 ACT PROVIDED BY RULE 144 OR RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OF THE UNITED STATES; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT OR ANY APPLICABLE STATE SECURITIES LAWS OF THE UNITED STATES, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, THE HOLDER HAS, IF

REQUESTED, PRIOR TO SUCH TRANSFER, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION, TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

*provided*, if the Shares are being sold in accordance with Rule 904 of Regulation S, the legend may be removed by providing a declaration to the Licensee and the Licensee's registrar and transfer agent in substantially the form set forth as Annex "A" hereto (or in such other form as the Licensee may prescribe from time to time), together with any other evidence, which may include an opinion of counsel of recognized standing reasonably satisfactory to the Licensee, to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act, *provided further*, if any such Shares are being sold pursuant to Rule 144, if available, the legend may be removed by delivering to the Licensee, or the Licensee's registrar and transfer agent, as applicable, if requested, an opinion of counsel of recognized standing, to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws and that is reasonably satisfactory to the Licensee;

6. Acknowledges that it has not purchased the Shares through or as a result of any "directed selling efforts" (as defined in Regulation S promulgated under the 1933 Act) or any "general solicitation" or "general advertising", as such terms are used in Regulation D promulgated under the 1933 Act, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising; and
7. Agrees that the above representations, warranties and covenants will be true and correct both as of the execution of this agreement and will survive the completion of the issuance of the Shares.

The representations in 2 and 4 above are made by the Licensor with the intent that they be relied upon by Licensor and the Licensor agrees to indemnify the Licensee against all losses, claims, costs, expenses and damages or liabilities may suffer or incur caused due to the reliance thereon. The Licensor undertakes to immediately notify the Licensee of any change in any statement or other information relating to the Licensor set forth herein which takes place prior to the issuance date.

Dated \_\_\_\_\_ 2022.

**MISTERCAP, LLC**

By: \_\_\_\_\_  
Authorized Signatory

**ANNEX A**  
**TO ACCREDITED INVESTOR FORM (UNITED STATES)**  
**FORM OF DECLARATION FOR REMOVAL OF LEGEND**  
**AND**  
**FORM OF BROKER-DEALER AFFIRMATION**

**TO: ODYSSEY TRANSFER AGENT AND TRUST COMPANY**

**AND TO: RED LIGHT HOLLAND CORP. (THE "CORPORATION")**

The undersigned (A) acknowledges that the sale of [NUMBER] of [TYPE OF SECURITY] of the Corporation represented by certificate number \_\_\_\_\_ to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the undersigned is not (a) an "affiliate" of the Corporation (as that term is defined in Rule 405 under the U.S. Securities Act), (b) a "distributor" as defined in Regulation S or (c) an affiliate of a distributor; or (d) acting on behalf of any of the persons described in (a), (b), or (c) above; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of a designated offshore securities market and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States or a U.S. person; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities; (4) the sale was bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace securities sold in reliance on Rule 904 of Regulation S with fungible unrestricted securities; and (6) the contemplated sale was not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U. S. Securities Act.

Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated: \_\_\_\_\_

**X** \_\_\_\_\_  
Authorized signatory

\_\_\_\_\_  
Name of Seller (**please print**)

\_\_\_\_\_  
Name of authorized signatory (**please print**)

\_\_\_\_\_  
Title of authorized signatory (**please print**)

**Affirmation By Seller's Broker-Dealer (required for sales in accordance with Section (B)(2)(b) above)**

We have read the foregoing representations of our customer, \_\_\_\_\_ (the "Seller") dated \_\_\_\_\_, pursuant to which Seller requested that we sell, for Seller's account, [NUMBER] of the securities of the Corporation described therein. We have executed the sale pursuant to Rule 904 of Regulation S under the U.S. Securities Act. With respect to the sale, and on behalf of ourselves, we certify and affirm that (A) no offer to sell the securities was made to a person in the United States (within the meaning of Regulation S under the U.S. Securities Act); (B) we have no knowledge that the transaction had been prearranged with a buyer in the United States; (C) the sale was executed on or through the facilities of a "designated offshore securities market;" (D) no "directed selling efforts" were made in the United States by the Seller, any affiliate of the Seller, or any person acting on behalf of the Seller; and (E) we have done no more than execute the order to sell the securities as agent for Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Authorized officer

Date: \_\_\_\_\_



**EXHIBIT C**

**REGULATORY COMPLIANCE POLICY**

*(See attached.)*

## Regulatory Compliance Policy

### Purpose

The purpose of this policy (this “**Policy**”) is to detail how Mistercap, LLC (“**Mistercap**”) will remain compliant with all Applicable Laws, including the legislative, contractual and policy requirements associated with Mistercap performing its obligations under the intellectual property licensing agreement (the “**IP Licensing Agreement**”) entered into with Red Light Holland Corp. (the “**Company**”) while promoting or advertising the Licensed Products.

The Company is committed to conducting its business lawfully and ethically. As the Company’s reputation is the sum of the reputations of its employees, management, directors and business associates, it is critically important that they meet the highest standards of legal and ethical conduct. To protect the Company’s reputation and to assure uniformity in standards of conduct, this Policy has been established, and it sets forth the standards pursuant to which Licensor and its Affiliates, as applicable, may promote the Licensed Products in compliance with Applicable Laws.

Capitalized terms used in this Policy and not otherwise defined herein shall have the meanings set forth in the IP Licensing Agreement.

### Scope

This document applies to the marketing activities for Licensed Products carried out by all Mistercap staff, employees, contractors, volunteers and affiliates (together, the “**Mistercap Team**”). The Mistercap Team must scrupulously comply with this Policy, and any violation of this Policy must immediately be reported to the Company, and the Company’s representatives shall direct the same to the Company’s Compliance Officer, on behalf of the Board of Directors.

### Policy Guidelines

- 1.1 Advertisement campaigns for Psychedelic Products cannot be directed at individuals under the age of 21 years old, or contain anything that is likely to appeal to youth specifically, by promoting or targeting advertisements to youths.
- 1.2 Advertisement campaigns for Psychedelic Products in Psychedelic Territories may utilize social media, however must be accompanied by a disclaimer that shares that the Psychedelic Products are intended for individuals above the age of 21.
- 1.3 Campaigns cannot:
  - Incorporate cartoon characters;
  - Incorporate any individual under the age of 25 years old, and must not be portrayed in a manner that suggests the contrary;
  - Incorporate gifting, promotional giveaways, or heavily discounted marketing tactics;

- Incorporate broad medical claims, or statements that Psychedelic Products can be used as an alternative means of treating any medical, mental health condition, or used as a ‘superfood’;
- Be targeted towards consumer segments under the age of 21 years old, or be placed around content targeted at audiences below the age of 21 years old;
- Frame advertisements that denote excessive consumption of Psychedelic Products with a positive connotation or as a feature of masculinity; and
- Promote the use of Psychedelic Products with other substances such as alcohol or cannabis.

1.4 Acceptable campaigns should use commercially reasonable efforts to:

- Promote responsible use in consumers of legal age by focusing on the preparation of one’s mindset, environment, and Psychedelic Product ingestion in a manner that is conducive to fostering a healthy relationship with substance use;
- Promote the prominent psychedelic research to raise awareness of the neuroscientific theories regarding the mechanism in which Psilocybin induces neuroplasticity;
- Be reflective of one’s authentic experiences with Psychedelic Product usage;
- Destigmatize discussions surrounding mental health, and encourage one to seek support for mental health issues, including the potential benefits of Psychedelic Product in therapeutic setting; and
- Promote a holistic understanding of mycelium, mushroom, truffles and symbiotic relationships in nature as an integral, invaluable part of the human experience.

1.5 The board of directors and senior management of Mistercap must remain committed to ensuring that the Mistercap Team fulfills its obligations under this Policy

1.6 This Policy is an important element of corporate governance and is intended to:

- Promote a culture of compliance within the Company and Mistercap, highlighting its importance and connection to their values;
- Foster continuous improvement in compliance processes, ensuring obligations are always met by establishing monitoring and reporting mechanisms that will assist in identifying instances of non-compliance and tracking remedial actions; and
- Maintain the reputation of the Company and Mistercap in the marketplace and to demonstrate its social and corporate responsibilities.

1.7 This Policy may be amended, supplemented or otherwise updated from time to time by the Company solely as required to remain compliant with Applicable Laws and with reasonable notice to Licensor.