

AGRICULTURE TECHNOLOGY AGREEMENT

This AGREEMENT dated effective the 22nd day of November 2024 (the “**Effective Date**”).

BETWEEN:

AFFINOR GROWERS INC. a corporation existing under the laws of the Province of British Columbia having an office located at 4th Floor, 595 Howe Street, Vancouver, BC, V6C 2T5, Canada.

(herein called “**Affinor**”)

AND:

FARMX PRODUCE INC. a corporation existing under the laws of the Province of British Columbia, having an office located at 300 – 1055 West Hastings Street, Vancouver, BC, V6E 2E9, Canada.

(herein called “**FARMX**”)

Collectively (the “**Parties**”)

WHEREAS:

- A. Affinor is the inventor and owner of the invention and industrial designs of certain indoor farming systems, as more specifically described in Appendix A to this Agreement (the “**Licensed IP**”).
- B. Affinor has the right to grant certain rights pertaining to the Licensed IP.
- C. Affinor wishes to convey certain non-exclusive rights to FARMX on the terms and conditions set out herein.
- D. FARMX has experience in food sustainability initiatives and agriculture, and wishes to obtain the non-exclusive rights to exploit the Licensed IP and the Know-How in the Non-Exclusive Territory (as hereinafter defined).
- E. The Parties wish to set forth the terms that will govern the terms of the licence granted hereunder.

NOW THEREFORE in consideration of the premises and the respective covenants, agreements representations, warranties and indemnities of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties hereto covenant and agree as follows:

1. DEFINED TERMS

- 1.1 For the purposes of this Agreement, unless the context otherwise requires, the following terms will have the respective meanings set out below and grammatical variations of such terms will have corresponding meanings:
 - (a) “**Business Day**” means any day which is not a Saturday, Sunday or statutory holiday in British Columbia, Canada.
 - (b) “**Governmental Authority**” means any domestic or foreign government, including any federal, provincial, territorial or municipal government, and any governmental agency, tribunal, commission or other authority exercising or purporting to exercise executive,

legislative, judicial, regulatory or administrative functions of, or pertaining to, government.

- (c) **“Improvements”** means all customization, enhancements, revisions, modifications and improvements to the Licensed IP or their use created, acquired, invented discovered, improved, developed or made by a party to this Agreement whether created by Affinor or FARMX in connection with the Licensed IP or the manufacture of wares provisions of services related thereto, and all Intellectual Property Rights, thereto and therein.
- (d) **“Intellectual Property”** means all inventions, whether or not patented or patentable, all commercial, proprietary and technical information, whether or not constituting trade secrets, all copyrightable works, industrial designs, integrated circuit topographies, trademarks, and trade names, whether or not registered or registrable.
- (e) **“Intellectual Property Rights”** means any and all rights recognized by law in or to Intellectual Property including but not limited to Intellectual Property rights protected through legislation, including, without limitation, patents, copyrights, rights in trademarks and trade names, design patents and industrial design rights, all rights in applications and registrations for any of the foregoing, and all rights in trade secrets and confidential information.
- (f) **“Non-Exclusive Territory”** means, as at the Effective Date of this Agreement, worldwide subject to any reduction in the geographical scope of the Non-Exclusive Territory in accordance with section 2.1(b) of this Agreement.
- (g) **“Term”** means the term of this Agreement, commencing as of the Effective Date and continuing for the time period set out in Section 5.1 of this Agreement, or the earlier termination of the Licence as set out in this Agreement.

- 1.2 Currency. Unless otherwise indicated, all dollar amounts in this Agreement are expressed in Canadian funds.
- 1.3 Sections and Headings. The division of this Agreement into Articles, sections and subsections and the insertion of headings are for convenience of reference only and will not affect the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, section, subsection or Schedule refers to the specified Article, section or subsection of or Schedule to this Agreement.
- 1.4 Number, Gender and Persons. In this Agreement, words importing the singular number only will include the plural and vice versa, words importing gender will include all genders and words importing persons will include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever.
- 1.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 1.6 Applicable Law. This Agreement will be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties will be governed by, the laws of British Columbia, Canada.

- 1.7 Amendments and Waivers. No amendment or waiver of any provision of this Agreement will be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise provided.
- 1.8 Schedules. The following “Appendix A” is attached to and forms part of this Agreement. All terms defined in the body of this Agreement will have the same meaning in the schedule attached hereto.

2. GRANT OF LICENSE

- 2.1 **Grant.** Upon execution, and subject to the terms and conditions of this Agreement, Affinor hereby grants to FARMX and FARMX hereby accepts:
- (a) a non-exclusive, non-sublicensable, non-transferable, non-royalty bearing, term-limited licence in the Non-Exclusive Territory (the “**License**”), to Use the Licensed IP and Know-How associated therewith solely for producing, distributing and selling strawberries (the “**Purpose**”) for the Term of this Agreement; and
 - (b) FARMX shall have the right to use the Licensed IP anywhere within the Non-Exclusive Territory during the Term, but FARMX acknowledges and agrees that Affinor shall have the right, upon the delivery of a minimum of 120 days’ prior written notice to remove one or more geographies or territories within the Non-Exclusive Territory (the “**Removed Territories**”) in the event that Affinor grants to a third party or parties the exclusive right to use the Licensed IP within those Removed Territories. Upon the removal of such Removed Territories from the Non-Exclusive Territories, FARMX shall have no further right to use the Licensed IP in any way within the Removed Territories, unless otherwise described in section 2.2. Notwithstanding the foregoing and provided that FARMX is at all times in full compliance with its obligations hereunder, (i) Affinor shall honour any and all orders, regardless of geography for orders or Project (as defined below) placed by FARMX and accepted by Affinor as per the terms of this Agreement, prior to and during the 120 day notice period for any products using the Licensed IP, even if delivery of such orders cannot be completed during such 120 day notice period; (ii) FARMX shall have the right to continue to operate out of the Project site even if such Project site is within a Removed Territory; and (iii) Affinor acknowledges and agrees that FARMX shall have the right to further expand or build out any existing Project sites for which it has paid a deposit as contemplated in section 2.3 below.
- 2.2 **Continuation of Existing Operations in Removed Territories.** Notwithstanding any removal of territories from the Non-Exclusive Territory as contemplated under this Agreement, FARMX shall have the irrevocable right to continue its operations at all existing project sites within the removed territory, subject to the following conditions:
- (a) Existing Sites Protected: FARMX may continue to operate, maintain, and expand its existing project sites within the Removed Territories, utilizing the Licensed IP and Equipment, without interference or restriction by Affinor or any third party acquiring exclusive rights in the Removed Territories.
 - (b) Fair Market Value Offer Requirement: If a third party acquiring exclusive rights in the Removed Territories seeks to assume control of FARMX’s operations at its existing project sites, such third party must first make a written offer to FARMX for the acquisition of those operations. The offer must:
 - (i) Be based on a fair market valuation determined by an independent appraiser mutually agreed upon by FARMX and the third party.

- 2.3 **Deposits/Fees.** In addition to any other obligations set out in this Agreement, FARMX shall pay to Affinor, upon the execution of this Agreement, an initial deposit in the amount of CAD\$120,000.00 with respect to the initial project and construction of the first strawberry greenhouse (a “Project”) in British Columbia. FARMX shall thereafter pay any and all agreed deposit amounts necessary for the continuation of the initial Project and shall further be responsible to pay any future deposits in the amounts agreed between the parties related to the development of subsequent Projects. In the event that FARMX fails to pay the deposit amounts as and when required, Affinor shall have the right to terminate this Agreement for breach as contemplated in Section 5.2 of this Agreement.
- 2.4 **Representations by Affinor.** Affinor represents, warrants and covenants that: (i) Affinor is the exclusive owner of the Licensed IP and Affinor has the right to grant to FARMX the Licence; (ii) to Affinor’s knowledge, the Licensed IP does not infringe upon or otherwise violate the Intellectual Property Rights of any third party; (iii) Affinor has full power and authority to enter into this Agreement; (iv) Affinor has no reasonable cause to believe that the Licensed IP is not valid and enforceable; and (v) to Affinor’s knowledge, no third party has infringed or otherwise violated, or is infringing or otherwise violating any of the Licensed IP.
- 2.5 **Representations by FARMX.** FARMX represents, warrants and covenants that: (i) FARMX has full power and authority to enter into this Agreement; (ii) the execution, delivery and performance by FARMX of this Agreement does not conflict, breach or violate or require any registration under, any law or any decree or judgment of any court or other governmental entity applicable to FARMX; (iii) the execution, delivery and performance by FARMX of this Agreement does not conflict with, result in a violation or breach of, constitute a default under, require FARMX to obtain consent of or give notice to any third party as a result of or under the terms of, or result in the creation or imposition of any lien or encumbrance under, any contract or licence to which FARMX is a party or pursuant to which any of its assets are bound; and (iv) FARMX will only Use the Licensed IP for the Purpose.
- 2.6 **Disclaimer.** FARMX acknowledges and agrees that the Licensed IP is provided “AS IS” and, except as expressly set forth in this Agreement, Affinor makes no other express or implied warranties, written or oral, and ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE HEREBY SPECIFICALLY AND EXPLICITLY DISCLAIMED AND EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. IN NO EVENT WILL AFFINOR OR ANYONE THAT AFFINOR IS RESPONSIBLE FOR AT LAW BE LIABLE UNDER THIS AGREEMENT TO FARMX FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
- 2.7 **Know-How.** Affinor shall promptly upon execution of this Agreement, provide to FARMX all information and documentation reasonably required for FARMX to Use the Licensed IP (the “Know-How”).

3. OWNERSHIP

- 3.1 FARMX acknowledges and agrees that, as between the Parties to this Agreement and subject to the rights and License granted herein, Affinor is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, in, to and associated with the Licensed IP and any Improvements, whether made on or behalf of Affinor or FARMX and FARMX acknowledges and

agrees that it will have no right whatsoever in the Licensed IP, other than any rights, title and licenses expressly granted under this Agreement.

4. LICENSING RESTRICTIONS

- 4.1 Notwithstanding anything to the contrary herein, FARMX hereby acknowledges and agrees that the Licence granted herein and FARMX's right to Use the Licensed IP is subject to the following condition:
- (a) FARMX will exclusively source any and all equipment required to Use the Licensed IP, including but not limited to vertical towers, greenhouses and any other equipment required to utilize the Licensed IP as contemplated (the "**Equipment**"), from Affinor (unless Affinor, in its sole discretion, waives the right to be the exclusive equipment provider for any Equipment). For the avoidance of doubt, FARMX shall at all times only be permitted to use the Licensed IP (i) for the Purpose and (ii) only with Equipment sourced from Affinor (unless Affinor, in its sole discretion, waives the right to be the exclusive equipment provider for any Equipment).
 - (b) If any of the conditions set out in this Section 4 are breached, Affinor shall have the right to immediately terminate this Agreement by providing written notice of termination to FARMX. Upon receipt of such termination notice, FARMX shall immediately cease use of the Licensed IP.

5. TERM AND TERMINATION

- 5.1 Subject to early termination in accordance with the terms of this Agreement or a mutual extension and amendment to the Agreement by the Parties:
- (a) the Term of the License shall be for a period of twenty (20) years, commencing on the Effective Date. Affinor may, at its sole discretion and for any reason or no reason at all, terminate the License and this Agreement upon delivering 90 days' prior notice to FARMX if FARMX does not purchase any Equipment from Affinor as required under section 4.1(a) during the first two years of the Term.
- 5.2 Without derogating from any other remedies that any party hereto may have under the terms of this Agreement or at law, each party hereto shall have the right, upon written notice, to terminate this Agreement forthwith upon the occurrence of any of the following: (i) the commission of a material breach by the other party hereto of its obligations hereunder, and such other party's failure to remedy such breach within thirty (30) days after being requested in writing to do so; or (ii) the other party's insolvency, liquidation or bankruptcy, whether voluntarily or otherwise.
- 5.3 Affinor shall have the right, but not the obligation, at its sole discretion and for any or no reason at all, to reduce the scope of the License with respect to a specific geographic area upon the delivery of 120 days prior written notice to FARMX. For the avoidance of doubt, other than section 2.1(b) Affinor's right as contemplated in this Section 5.3 will be to remove territories from the Non-Exclusive Territory in which FARMX is authorized to operate and sell Licensed IP, irrespective of any efforts taken to date by FARMX to grow that specific territory, however, Affinor shall not remove such territories unless it is granting an exclusive right to a third party licensee to operate and sell within such removed territory.
- 5.4 Upon a change of control of FARMX that results in either: a) FARMX being controlled by a competitor of Affinor; or b) FARMX ceasing to use the Licences for greater than six consecutive months, Affinor may at its absolute discretion immediately terminate this Agreement upon written notice to FARMX. For the purposes of this provision, a "competitor" of Affinor will be any

company, person or other entity (whether a corporation, partnership, sole proprietorship or otherwise) which is involved in vertical farming technology or greenhouse technology operations.

- 5.5 Except as otherwise specified herein, the termination of this Agreement for any reason shall not relieve either party hereto of any obligations which shall have accrued prior to such termination.
- 5.6 Upon the expiration of the Term or the termination of this Agreement by Affinor for any reason contemplated in this Agreement or by FARMX for breach by Affinor, the Licence shall automatically terminate, and other than any of existing Equipment currently in use from Affinor that is required to Use the Licensed IP, FARMX shall have no further rights whatsoever to Use the Licensed IP. The Parties agree that all terms and conditions of this Agreement that by their nature prescribe continuing rights and obligations shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, FARMX shall have no right to build anything new using the Equipment or the Licensed IP and its right as set out in this Section 5.5 shall be limited strictly to using the Equipment it has as at the expiration of this Agreement to Use the Licensed IP.

6. INDEMNIFICATION

- 6.1 FARMX shall at all times and without limitation indemnify, defend and save harmless Affinor and its directors, officers, employees, contractors, agents and representatives (collectively, the “**Affinor Indemnified Parties**”) for, from, and against any and all liabilities, losses, costs, damages, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind sustained, paid, or incurred by any of the Affinor Indemnified Parties as a result of, arising out of, or in connection with any actual or alleged: (a) breach by FARMX of the terms of this Agreement; or (b) gross negligence, willful misconduct, or fraud of FARMX.
- 6.2 Affinor shall at all times and without limitation indemnify, defend and save harmless FARMX and its directors, officers, employees, contractors, agents and representatives (collectively, the “**FARMX Indemnified Parties**”) for, from, and against any and all liabilities, losses, costs, damages, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind sustained, paid, or incurred by any of the FARMX Indemnified Parties as a result of, arising out of, or in connection with any: (a) breach by Affinor as it relates to the terms of this Agreement; (b) gross negligence, willful misconduct, or fraud of Affinor; or (c) any infringement of any third party’s Intellectual Property Rights by FARMX’s Use of the Licensed IP in accordance with the terms of the this Agreement.
- 6.3 Notwithstanding anything to the contrary in this Agreement, an indemnifying Party will not be obligated to indemnify or defend an indemnified party against any claim (whether direct or indirect) to the extent that such claim or part of a claim, and corresponding losses directly result from such indemnified Party’s negligence or willful misconduct or breach of this Agreement.

7. RESPONSIBILITIES AND RIGHTS

- 7.1 **Licensed IP Prosecution.** Affinor shall be responsible for prosecuting, defending and maintaining the Licensed IP. Affinor shall keep FARMX apprised of all significant events concerning the prosecution and maintenance of the Licensed IP, or that impact FARMX’s rights and obligations hereunder.
- 7.2 **Performance.** FARMX shall perform its obligations hereunder in a professional and diligent manner and for certainty shall not, perform its obligations hereunder in (i) any disparaging manner, or in any manner that materially diminishes the value of Affinor’s goodwill, business opportunities, trademark or trade name rights, or the Licensed IP; and/or (ii) exercise or permit any person to exercise the rights and obligations of this Agreement generally in such a manner that

the reputation of Affinor and/or the Licensed IP may, in Affinor's opinion, be brought into disrepute, damaged or undermined.

7.3 Enforcement.

- (a) In the event that (a) any third party threatens or makes a claim against FARMX, that the Licensed IP infringes any of the third party's Intellectual Property Rights, or (b) FARMX reasonably believes that a third party is or may be infringing, encroaching or violating the Licensed IP, FARMX shall promptly notify Affinor in writing, detailing all known facts concerning such claims. If Affinor reasonably believes that a third party is or may be infringing, encroaching or violating the Licensed IP, Affinor shall promptly notify FARMX in writing, detailing all known facts concerning such claims.
- (b) If Affinor or FARMX identifies a third party who is or may be infringing, encroaching or violating the Licensed IP, Affinor shall have the right and obligation to promptly take, at Affinor's expense and in consultation with FARMX, all necessary and appropriate enforcement steps to stop such third party from infringing, encroaching or violating the Licensed IP, which may include commencing legal proceedings and threatening legal proceedings for infringement of the Licensed IP. Affinor shall keep FARMX apprised of all significant events concerning the enforcement of the Licensed IP. FARMX shall cooperate with Affinor with respect to any such enforcement steps initiated by Affinor with respect to the Licensed IP.
- (c) If Affinor does not take steps to defend against any third party infringement claim or to enforce the Licensed IP within ninety (90) days after the date that notice thereof was received from FARMX or provided to FARMX by Affinor, FARMX may take such legally permissible action as it deems necessary or appropriate to defend against the third party infringement claim or to enforce the Licensed IP, but shall not be obligated to do so. Affinor shall cooperate with FARMX with respect to any such enforcement steps initiated by FARMX with respect to the Licensed IP, including being joined as a plaintiff to any legal proceedings.
- (d) The Parties acknowledge and agree that any and all costs associated with reasonable enforcement of the Licensed IP shall be covered by and the responsibility of Affinor.

7.4 Improvements. Affinor shall own all rights, title, and interest in, to and associated with any Improvements developed or acquired during the Term, whether created by Affinor, FARMX or any sublicensee or third party; provided, that such Improvements shall automatically become part of the Licensed IP and subject to the License for no additional fee, royalty, payment, or expense.

7.5 Records. FARMX shall keep complete, continuous, and accurate records, with respect to its Use of the Licensed IP, viewable at the request of Affinor, during the Term and for a period of five (5) years following the expiration or termination of this Agreement. Notwithstanding the foregoing, FARMX shall have the right to retain all economic benefits derived from its respective Use of the Licensed IP and shall have no obligation to account to Affinor with respect to the revenues and profits derived from the Use of the Licensed IP.

7.6 No Challenge. FARMX shall not during the Term of this Agreement: (a) challenge or attempt to challenge the validity or enforceability of the Licensed IP; or (b) directly or indirectly, knowingly assist any third party in an attempt to challenge the validity or enforceability of the Licensed IP except to comply with any court order or subpoena.

8. CONFIDENTIALITY

- 8.1 The Parties will, and will cause their affiliates and their employees, directors, officers, agents, contractors and consultants, to treat as strictly confidential, not to disclose and not to use, for purposes other than the performance of their obligations pursuant to this Agreement, any Confidential Information. “**Confidential Information**” shall mean all proprietary information disclosed by either party to the other party, whether orally, visually or in writing, in connection with the performance of this Agreement prior to its effective date or during the term of this Agreement, and shall include, without limitation: business or any proprietary information including but not limited to, technical or scientific data, unpublished findings, biological material, know-how, specifications, processes, techniques, Intellectual Property, patent litigation strategies or tactics, trade secrets, algorithms, programs, designs, drawings, or formulae; and any engineering, manufacturing, marketing, financial, litigation or business plan, confidential knowledge, data or other similar information, patent applications, patents, inventions, in oral, written, graphic or electronic form, whether received pursuant to this Agreement or otherwise.
- 8.2 Notwithstanding the foregoing, a Party may disclose the other Party’s Confidential Information as follows:
- (a) to employees of the Party who reasonably need to know the Confidential Information in connection with this Agreement and which who are legally bound to protect the received Confidential Information from unauthorized use or disclosure on terms and conditions at least as strict as this Agreement; and
 - (b) as required by law, rule, regulation, or court order, provided that such Party: (i) other than to the extent prohibited by applicable law, provides prompt advance notice to the other Party and such cooperation and reasonable assistance as the other Party requests in seeking protection or confidential treatment for such Confidential Information, and (ii) strictly discloses only those parts of such Confidential Information that are required to be disclosed by such law, rule, regulation or order.
- 8.3 Upon the termination of this Agreement, each Party will, and will ensure that its employees and permitted subcontractors, promptly destroy or return to the other Party all Confidential Information of the other Party which is then in their possession or control.
- 8.4 Notwithstanding section 8.3, the recipient of the Confidential Information will not have the obligation to destroy a copy of the Confidential Information to the extent required to comply with applicable laws nor destroy any backup made in the ordinary course of business, provided in each case herein, any such Confidential Information retained will remain subject to the confidentiality obligations of this Agreement.
- 8.5 The restrictions and obligations in this section do not apply to information, except for personal information (as defined in the *Personal Information Protection and Electronic Documents Act (Canada)*), that:
- (a) is or becomes a part of the public domain through no act or omission of the receiving Party or their employees or permitted subcontractors;
 - (b) was in the receiving Party’s lawful possession prior to its disclosure hereunder and was not subject to any obligation of confidentiality in favour of the disclosing Party;
 - (c) is lawfully disclosed to the receiving Party by a third party without restriction on its disclosure in favour of the disclosing Party; or

- (d) is independently developed by the receiving Party without any direct or indirect use of or reference to the disclosing Party's Confidential Information whatsoever.

9. GENERAL

- 9.1 **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.
- 9.2 **Notice.** Any notice required or permitted to be given under this Agreement will be in writing and may be given by personal service or by prepaid registered mail, and addressed to the proper party or transmitted by electronic facsimile generating proof of receipt of transmission at the address or facsimile number stated below:

- (a) if to Affinor:

AFFINOR GROWERS INC.
4th Floor, 595 Howe Street
Vancouver, BC, V6C 2T5
Canada
Attention: Nick Brusatore
Email: *[Redacted - Personal Information]*

- (b) if to FARMX:

FARMX PRODUCE INC.
300 – 1055 West Hastings Street
Vancouver, BC V6E 2E9
Canada
Attention: Colin Doylend
Email: *[Redacted - Personal Information]*

or to such other address or facsimile number as any party may specify by notice. Any notice sent by registered mail as aforesaid will be deemed conclusively to have been effectively given on the fifth business day after posting; but if at the time of posting or between the time of posting and the third business day thereafter there is a strike, lockout or other labour disturbance affecting postal service, then such notice will not be effectively given until actually received. Any notice transmitted by electronic facsimile will be deemed conclusively to have been effectively given if evidence of receipt is obtained before 5:00 p.m. (recipient's time) on a Business Day, and otherwise on the Business Day next following the date evidence of receipt of email transmission is obtained by the sender.

- 9.3 **Assignment and Subcontractors.** FARMX shall not subcontract its rights or obligations herein, or assign this Agreement or its rights or obligation thereunder, without the prior written consent of Affinor if such subcontract or assignment is to any current or past licensee or strategic relationship of Affinor or any competitor of Affinor.
- 9.4 **Time.** Time is of the essence of this Agreement.
- 9.5 **Relationship of Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, franchise, business opportunity, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.
- 9.6 **Severability.** If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of

such provision will not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability will remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

- 9.7 **Issue Resolution.** In the event of any dispute between the Parties in relation to this Agreement, the Parties shall make commercially reasonable efforts to settle or dispose of such dispute through private amicable discussion and negotiation prior to seeking any formal or legal resolution.
- 9.8 **Remedies.** All rights and remedies provided under this Agreement will be cumulative and in addition to any rights and remedies granted by the law applicable under this Agreement, except to the extent that such rights and remedies have been expressly excluded herein.
- 9.9 **Further Assurances.** Each Party will from time to time promptly execute and deliver all further documents and take all further action reasonably necessary to give effect to the provisions and intent of this Agreement.
- 9.10 **Successors and Assigns.** The terms and conditions of this Agreement are binding on and inure to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement through their duly authorized representatives as of the date first written above.

AFFINOR GROWERS INC.

Per:

(Signed) *"Nick Brusatore"*

Authorized Signatory

FARMX PRODUCE INC.

Per:

(Signed) *"Colin Doylend"*

Authorized Signatory

LIST OF APPENDICES

<u>Appendix</u>	<u>Description</u>
A.	Licensed IP

APPENDIX A

Licensed IP

Includes all standard operating procedure manuals related to growing strawberries using Affinor's proprietary technologies ("SOPs", that will be redacted), and any other documentation or information as provided by Affinor from time to time in its sole discretion.