

INDEPENDENT CONSULTANT AGREEMENT

THIS INDEPENDENT CONSULTANT AGREEMENT (this “**Agreement**”) is dated as of the 27th day of May, 2024 (the “**Effective Date**”).

BETWEEN:

Cult Food Science Corp., a company incorporated under the laws of Ontario and having an address at 1890 – 1075 West Georgia Street, Vancouver, BC V6E 3C9, CA (the “**Company**”)

AND:

LONGTABLE CAPITAL PARTNERS INC., incorporated under the laws of British Columbia and having an address at 4603 - 1372 Seymour Street, Vancouver, BC, Canada, V6B 0L1 (the “**Consultant**”)

WHEREAS:

- A. The Company is an investment issuer with an innovative investment platform focused exclusively on clean, lab-grown food that is advancing the development of novel technologies to provide a sustainable, environmental and ethical solution to the global factory farming and aquaculture crisis (the “**Business**”) incorporated under the laws of Ontario and a reporting issuer in Ontario and whose common shares are listed for trading on the Canadian Securities Exchange (the “**Exchange**”) under the symbol “CULT”;
- B. The Consultant has considerable expertise in marketing activities; and
- C. The Company wishes to retain the Consultant to provide, and the Consultant wishes to provide, certain Services (as defined herein) to the Company on the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant (each, a “**Party**” and, together, the “**Parties**”) covenant and agree as follows:

1. SERVICES TO BE PROVIDED

- 1.1. Commencing on the Effective Date, the Consultant will provide services (collectively, the “**Services**”) set out in Schedule A to this Agreement. The Parties agree that the Consultant’s engagement to provide the Services is non-exclusive and the Consultant is free to provide similar services to other individuals, firms, companies and businesses, subject to the terms and conditions of this Agreement.
- 1.2. The Consultant will report to Chief Executive Officer of the Company (the “**CEO**”) or such other authorized representative of the Company, as applicable, and will keep the Company informed of all matters concerning the Services as requested by the Company from time to time.

1.3. At all times while providing the Services, the Consultant agrees:

- (a) it will exercise the power and authorities, and fulfil the duties and responsibilities hereby conferred upon it, honestly, in good faith and in the best interests of the Company, shall perform the Services in a sound and professional manner such that the same meets industry standards of performance quality or as set by the specifications of the Company, and shall conduct itself in accordance with the policies of the Company, applicable law and the rules and policies of each stock exchange or quotation service upon which securities of the Company may be listed or quoted from time to time, including the Exchange (as if the Consultant itself were subject to such policies, as applicable). When requested by the Company, the Consultant shall advise the Company of any particular compliance issues affecting any of the Services for which the Consultant has been engaged;
- (b) it will not have any right or authority, express or implied, to publish, disseminate or otherwise disclose in any manner whatsoever, except to the extent specifically pre-authorized by the Company, any proposed content relating to the Company or the Business and, accordingly, the Consultant will provide a copy of all proposed content to be pre-approved by the Company in writing;
- (c) it will not engage in any activities requiring registration under applicable securities legislation unless the Consultant is so appropriately registered, as applicable;
- (d) that all content created by the Consultant relating to the Company or the Business, as applicable, must clearly and conspicuously identify that the content is a paid promotion by the Company;
- (e) it is not authorized to make any representation, contract or commitment on behalf of the Company unless, prior to such time, the Consultant is specifically authorized in writing to do so by the CEO, the board of directors of the Company (the “**Board**”) or such other authorized representative of the Company, as applicable;
- (f) the Consultant may not sell, assign or transfer any rights or interests created under this Agreement or delegate any of the Consultant’s duties without the prior written consent of the Company; and
- (g) to undertake all acts to assist the Company in the event a securities regulatory authority or the Exchange has comments on the Consultant or the nature of the Services provided under this Agreement.

1.4. The Consultant represents and warrants that:

- (a) as applicable, it has a current Personal Information Form on file with the Exchange and there have been no material changes to such information from the filing date thereof;
- (b) the Consultant has reviewed and understands Exchange Policy 7 – *Significant Transactions and Developments* and Part 7 of the *Securities Act* (British Columbia); and

- (c) the Consultant has the right to provide the Services to the Company without violation of obligations to others and that any advice, information and documents given by the Consultant to the Company under this Agreement may be used fully and freely by the Company, unless otherwise so designated orally or in writing by the Consultant at the time of communication of such information.

2. INDEPENDENT CONSULTANT RELATIONSHIP

- 2.1. It is expressly agreed that the Consultant's relationship with the Company is that of an independent contractor in performing the Services under this Agreement, and all persons employed or engaged by the Consultant in connection herewith shall for all purposes be considered to be employed or engaged, as applicable, by the Consultant and not by the Company. Nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship between the Consultant and the Company.
- 2.2. The Consultant will not be entitled to any of the benefits that the Company may make available to its employees from time to time, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. The Company will not pay any contribution to any pension plan, employment insurance or withholding taxes, nor provide any other contributions or benefits, which might be expected in an employer-employee relationship on behalf of the Consultant.
- 2.3. The Company will not make deductions from the fees payable to the Consultant for taxes. The Consultant is solely responsible for, and will file on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the performance of the Services and the consideration therefore under this Agreement.
- 2.4. The Consultant may incur expenses in the name of the Company as agreed in advance in writing by the Company, such expenses to relate solely to the performance by the Consultant of the Services and the carrying out of all other duties of the Consultant pursuant to this Agreement. The Consultant will submit an expense report with all invoices for expenses incurred on behalf of and in the name of the Company and the Company agrees to pay said expense report after approval and within 30 days of receipt of the expense report.

3. CONSIDERATION FOR SERVICES

- 3.1. As consideration for the provision of the Services by the Consultant, the Company and the Consultant agree to the compensation set out in Schedule B attached hereto.
- 3.2. The Consultant represents and warrants that that the fees incurred for the Services are done so on a work-for-hire basis rather than a pre-payment or deposit, and if a pre-payment or deposit is required because of the specific nature of the Services, then this Agreement shall be subject to the pre-approval by the Exchange (including the filing of an undertaking by the Company on the required form, if applicable).

4. TERM AND TERMINATION

- 4.1. This Agreement will commence on the Effective Date and will continue for a term of 3 months (the “**Initial Term**”), unless earlier terminated in accordance with Section 4.2. The term of this Agreement may be renewed (each, a “**Renewal Term**”) if mutually agreed to in writing by the Parties.
- 4.2. Notwithstanding Section 4.1, this Agreement may be terminated at any time by:
- (a) either Party by giving at least 30 days’ advance notice in writing to the other Party; or
 - (b) by the Company with written notice to the Consultant within the first 30 days of the Consultant’s expected first date of services expected to commence on May 27th, 2024; or
 - (c) by the Company without notice in the event that the Consultant: (A) breaches any term of this Agreement, (B) neglects to perform the Services or any other duty to be performed by the Consultant under this Agreement, (C) engages in any conduct which is dishonest, or damages the reputation or standing of the Company, (D) is convicted of any criminal act, (E) engages in any act of moral turpitude, (F) files a voluntary petition in bankruptcy, or (G) is adjudicated as bankrupt or insolvent.
- 4.3. Upon termination of this Agreement for any reason, the Consultant shall promptly destroy or deliver the following in accordance with the directions of the Company:
- (a) all Company Property; and
 - (b) all materials and items in the Consultant’s possession or control that contain or disclose any Confidential Information.
 - (c) archival copies automatically generated by records management systems, provided such archival copies shall remain subject to the confidentiality provisions set out in this Agreement, are maintained in a secure location, are not further used or disclosed, and are subject to eventual deletion in accordance with the Consultant’s commercially reasonable deletion policies.
- The Consultant will provide the Company a written certification of the Consultant’s compliance with the Consultant’s obligations under this Section 4.3.
- 4.4. Upon termination of this Agreement pursuant to Section 4.2, the Company or the Consultant, as applicable, shall forthwith pay the Consultant or reimburse the Company, as applicable, all consideration due or paid to the Consultant up until the date of the notice of termination.
- 4.5. The definitions contained in this Agreement and the rights and obligations contained in this Section 4 and in Sections 5 and 6 will survive any termination or expiration of this Agreement.

5. CONFIDENTIALITY

5.1. The Consultant acknowledges that, by reason of this contract for Services, the Consultant will have access to Confidential Information, as hereinafter defined, of the Company, that the Company has spent time, effort and money to develop and acquire. The term “**Confidential Information**” as used in this Agreement means information, whether or not originated by the Consultant, that relates to the business or affairs of the Company, its affiliates, clients, or suppliers and is confidential or proprietary to, about or created by the Company, its affiliates, clients or suppliers (reduced to writing or designated or marked as confidential), including, but not limited to, the following:

- (a) any technical and non-technical information related to the Business and current, future and proposed products and services of the Company, including, without limitation, Company Innovations (as defined herein), Company Property (as defined herein) and all business and financial information, product details, software programs, recipes, experiments, marketing and strategic plans, equipment details, manuals, customer and client lists, employee information, supplier information, analyses, reports, technologies, processes and operations, compilations, forecasts, studies, lists, summaries, notes, designs, formulae, innovations, techniques, data, patents and trade secrets of the Company, as well as the present and contemplated products, techniques and other services evolved or to be used by the Company;
- (b) any information of or regarding the Company and its business which is not readily publicly available;
- (c) work product resulting from or related to work or projects performed, or to be performed, for the Company or its affiliates, including, but not limited to, the methods, processes, procedures, analysis, techniques and audits used in connection therewith;
- (d) any intellectual property contributed to the Company, and any other technical and business information of the Company and its affiliates which is of a confidential, trade secret and/or proprietary character;
- (e) information belonging to third parties or which is claimed by third parties to be confidential or proprietary and which the Company has agreed to keep confidential; and
- (f) any other information that becomes known to the Consultant as a result of this Agreement or the services performed hereunder, including information received by the Company from others, that the Consultant, acting reasonably, believes is confidential information or that the Company takes measures to protect.

5.2. The Consultant’s obligations under this Section 5 do not apply to any Confidential Information that the Consultant can demonstrate: (i) was in the public domain at or subsequent to the time the Confidential Information was communicated to the Consultant by the Company through no fault of the Consultant; (ii) was rightfully in the Consultant’s possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to the Consultant by the Company; or (iii) was independently developed by the Consultant without use of, or reference to, any Confidential Information communicated to the Consultant by the Company. A disclosure of any Confidential Information by Consultant in response to a valid

order by a court or other governmental body or as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that the Consultant provides prompt prior written notice thereof to the Company to enable the Company to seek a protective order or otherwise prevent the disclosure.

- 5.3. The Consultant acknowledges that the Confidential Information is a valuable and unique asset of the Company and that the Confidential Information is and will remain the exclusive property of the Company. The Consultant agrees to maintain securely and hold in strict confidence all Confidential Information received, acquired or developed by the Consultant or disclosed to the Consultant as a result of or in connection with the Services. The Consultant agrees that, both during and after the termination of this Agreement, the Consultant will not, directly or indirectly, divulge, communicate, use, copy or disclose or permit others to use, copy or disclose, any Confidential Information to any person, except as such disclosure may be consented to by prior written authorization of the Board.
- 5.4. The Consultant may use the Confidential Information solely to perform the Services for the benefit of the Company. The Consultant shall treat all Confidential Information with the same degree of care as the Consultant accords to the Consultant's own confidential information, but in no case shall the Consultant use less than reasonable care. The Consultant shall immediately give notice to the Company of any unauthorized use or disclosure of the Confidential Information. The Consultant shall assist the Company in remedying any unauthorized use or disclosure of the Confidential Information.
- 5.5. All Confidential Information and any materials and items (including, without limitation, software, equipment, tools, artwork, documents, drawings, papers, diskettes, tapes, models, apparatus, sketches, designs and lists) that the Company furnishes to the Consultant, whether delivered to the Consultant by the Company or made by the Consultant in the performance of the Services, and whether or not they contain or disclose Confidential Information (collectively, the "**Company Property**"), are the sole and exclusive property of the Company or the Company's affiliates, suppliers or customers. The Consultant agrees to keep all Company Property at the Consultant's premises to the extent reasonably possible unless otherwise permitted in writing by the Company, and will treat the Company Property with the same degree of care as the Consultant treats its own property, but in no case shall the Consultant use less than reasonable care. The Consultant will provide the Company a written certification of the Consultant's compliance with the Consultant's obligations under this Section 5.5.
- 5.6. The Consultant represents and warrants that the Consultant has not used and will not use, while performing the Services, any materials or documents of another company which the Consultant is under a duty not to disclose. The Consultant understands that, while performing the Services, the Consultant shall not breach any obligation or confidence or duty the Consultant may have to any current or former client or employer. The Consultant represents and warrants that it will not, to the best of the Consultant's knowledge and belief, use or cause to be incorporated in any of the Consultant's work product, any data software, information, designs, techniques or know-how which the Consultant or the Company does not have the right to use.
- 5.7. The Consultant understands that the Company has in its possession, from time to time, information belonging to third parties or which is claimed by third parties to be confidential or proprietary and which the Company has agreed to keep confidential. The Consultant agrees that

all such information shall be Confidential Information for the purposes of this Agreement. Accordingly, the Consultant will indemnify and hold harmless the Company from and against any and all third party claims, suits, actions, demands and proceedings against the Company and all losses, costs, damages, expenses, fees and liabilities related thereto arising out of or related to: (i) an allegation that any item, material or other deliverable delivered by the Consultant under this Agreement infringes any intellectual property rights or publicity rights of a third party, (ii) an alleged breach by the Consultant of any agreement between the Consultant and any third party, or (iii) any negligence by the Consultant or any other act or omission of the Consultant, including, without limitation, any breach of this Agreement by the Consultant.

6. DISCLOSURE AND ASSIGNMENT OF WORK

- 6.1. In this Agreement, “**Innovations**” means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress. “**Company Innovations**” means Innovations that: (a) result or derive from the provision of the Services or from the Consultant’s knowledge or use of Confidential Information; (b) are conceived or made by the Consultant (individually or in collaboration with others) in the course of provision of the Services; (c) result from or derive from the use or application of the resources of the Company, its affiliates or suppliers; (d) relate to the Business or to actual or demonstrably anticipated research and development by the Company or its affiliates; or (e) the Consultant, solely or jointly with others, creates, derives, conceives, develops, makes or reduces to practice during the Initial Term or any Renewal Term.
- 6.2. All Company Innovations shall be the exclusive property of the Company and the Company shall have sole discretion to deal with Company Innovations. The Consultant agrees that no intellectual property rights in the Company Innovations are or shall be retained by it. For greater certainty, all work done during the Initial Term or any Renewal Term by the Consultant for the Company or its affiliates is the sole property of the Company or its affiliates, as the case may be, as the first author for copyright purposes and in respect of which all copyright shall vest in the Company or the relevant affiliate, as the case may be.

7. GENERAL

- 7.1. If required by the policies of the Exchange, this Agreement shall be subject to the approval of the Exchange.
- 7.2. This Agreement contains the entire Agreement and obligation between the Parties with respect to its subject matter. No amendment to this Agreement will be valid or effective unless in writing and signed by both Parties.
- 7.3. The Consultant acknowledges and agrees that a breach of any of the covenants contained in Section 5 of this Agreement would result in irreparable harm to the business carried on by the Company, such that the Company could not be adequately compensated for such harm by an award of damages. Accordingly, the Consultant agrees that in the event of any such breach, in addition to all other remedies available to the Company at law or in equity, the Company shall be entitled as a matter of right to obtain from a court of competent jurisdiction such relief by

way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance with the provisions of Section 5 of this Agreement.

- 7.4. The Consultant expressly acknowledges that this Agreement is reasonable and valid in all respects and irrevocably waives (and irrevocably agrees not to raise) as a defence any issue of reasonableness in any proceeding to enforce any provision of this Agreement, the intention of the Parties being to provide for the legitimate and reasonable protection of the interests of the Company by providing, without limitation, for the broadest scope, the longest duration and the widest territory allowable by law.
- 7.5. The Consultant does not guarantee timely, secure, error-free or uninterrupted service or receipt of material or messages transmitted over the Internet or the networks of other companies or in respect of the Internet. The service may fail or be interrupted for reasons including, but not limited to, environmental conditions, technical limitations, defects or failures, limitations of the systems of other web hosting/internet related-companies, emergency or public safety requirements, or causes beyond the Consultant's reasonable control.
- 7.6. The Consultant will not be liable to the Company for any indirect, consequential, punitive or special damages, loss of profits or loss of opportunity in connection with the Services. Furthermore, the Consultant has no liability for the failure of the Company to comply with exchange rules, requirements or policies or securities or corporate law obligations (including those relating to timely or continuous disclosure), nor for the adequacy, accuracy or timeliness of any statement made in any document issued or oral communication made by or on behalf of the Company or its directors, officers, employees or agents.
- 7.7. The Company hereby agrees to indemnify and hold Consultant harmless from and against any and all claims, demands, liabilities, judgements, losses and expenses, including legal fees and expenses, (each, a "Claim") brought against or involving an Indemnified Party that relate to or arise out of the Consultants performance of the Services hereunder whether indirect, consequential, punitive or special losses damages or loss of profits. The Client will not, however, be responsible to indemnify the Consultant pursuant to this Section 7.6 for any Claim referred to in this Section 7.6 or to reimburse pursuant to this Section 7.6 expenses relating thereto, to the extent such Claim is judicially determined by a final non-appealable order issued by a court of competent jurisdiction to have resulted primarily from the fraud, gross negligence or willful misconduct of the Consultant .
- 7.8. The Consultant agrees to indemnify the Company from all losses, claims, actions, damages, assessments or demands (including reasonable legal fees and expenses) which result from negligent acts or omissions of the Consultant in providing the Services.
- 7.9. Any notice, request, demand or other communication hereunder shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when actually delivered; (ii) by overnight courier, upon written verification of receipt; (iii) by email, when sent, if sent during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on the first page of this Agreement or to such other address as either Party may advise the other in writing from time to time in accordance with this Section 7.9.

- 7.10. Each Party will be responsible for all of its own expenses, legal and other professional fees, disbursements, and all other costs incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and all documents and instruments relating hereto. The Parties agree that they have had adequate opportunity to seek independent legal advice with respect to the subject matter of this Agreement and have either obtained such advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such legal advice.
- 7.11. If any provision of this Agreement, including as to term or geographical area, is held to be illegal, invalid or unenforceable under present or future laws by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, enforceability or validity of any other provisions of this Agreement or of the same provision as applied to any other fact or circumstance, and such illegal, unenforceable or invalid provision shall be modified to the minimum extent necessary to make such provision legal, valid or enforceable.
- 7.12. All references to dollar amounts in this Agreement refer to the lawful currency of Canada.
- 7.13. Time shall be of the essence of this Agreement.
- 7.14. The headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or a body politic or corporate and vice versa where the context so requires.
- 7.15. This Agreement will be governed by and construed in accordance with the laws of the Province of British and the federal laws of the Canada applicable therein, and each Party irrevocably submits to the exclusive jurisdiction of courts of competent jurisdiction in the Province of British.
- 7.16. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the Parties agree that any signature delivered by electronic transmission will be deemed to be the original signature of the delivering Party.

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IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first written above.

CULT FOOD SCIENCES CORP.

Per: “Francis Rowe”
Authorized Signatory

Francis Rowe
Print Name

LONGTABLE CAPITAL INC

Per: “Cole Stewart”
Authorized Signatory

Cole Stewart
Print Name

SCHEDULE A

SERVICES

This Schedule A shall be governed by the terms and conditions of the Independent Consultant Agreement (the "Agreement") between **CULT FOOD SCIENCES CORP** ("the Company") and Longtable Capital ("Consultant"). Capitalized terms used but not otherwise defined in this Schedule A have the meanings ascribed thereto in the Agreement.

The Services to be provided under the Agreement will include, but not be limited to:

- Ensure the Parties intend to work together as efficiently as reasonably possible. The Consultant shall work directly with the Company CEO or another appropriate representative agreed upon by The Consultant and The Company;
- Make introductions, in the mutual discretion of the Consultant and the Company, to select individuals or companies who might help advance the commercial interests of the Company. These individuals may include potential investors or advisors or analysts and promoters; and,
- Engage in both proactive and reactive investor communications, including the fielding of inbound inquiries and engaging in outbound communication strategies including, but not limited to, phone campaigns, email campaigns, social media outreach, and virtual meetings.

From time to time, the description of Consultant's services during the term of this Agreement may be modified or supplemented as mutually agreed to by the Parties. These services will require management cooperation including, but not limited to:

- Weekly or Bi-weekly strategy call with management on corporate developments, press release schedule etc.
- A reasonable cadence of corporate press releases

SCHEDULE B
COMPENSATION

Capitalized terms used but not otherwise defined in this Schedule B have the meanings ascribed thereto in the Independent Consultant Agreement (the “**Agreement**”) between **CULT FOOD SCIENCES CORP.** (the “**Company**”) and Longtable Capital (the “**Consultant**”) of which this Schedule B forms part.

Consulting Fee

Compensation payable under the Agreement will be comprised of a fee of CAD \$6,000 per month, plus applicable tax, payable upon receipt of monthly invoices from Consultant net 30 days.

Options Grant

In addition to the Consulting Fee, the Company will grant the Consultant 200,000 options, priced at \$0.22 each. The Company reserves the right to cancel the options at any time within the first 30 days of their granting.

Payment Information

Payment can be made by money order, cheque, bank transfer, or cash. Please make cheques payable to: Longtable Capital.

Longtable Capital

4603 - 1372 Seymour Street, Vancouver, BC, Canada, V6B 0L1

Via Bank Wire Transfer

Transit No. [REDACTED]

Inst No. [REDACTED]

Account No. [REDACTED]