

**AMENDED AND RESTATED SUPPLY AND LICENSE AGREEMENT**

This Amended and Restated Supply and License Agreement (the “**Agreement**”) is made as of April 23, 2024 (the “**Effective Date**”) among:

**AGRARIUS CORP.**  
a Delaware corporation  
with office address:

[Redacted]  
[Redacted]

*Private person information*

(“**Agrarius**”)

And

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

*Private person information*

And

**MOUNTAIN VALLEY MD INC.**  
a corporation formed under the laws of the Province of Ontario  
with a registered office address:

**260 Edgeley Blvd, Unit 4  
Vaughan, ON L4K 3Y4**

(“**MVMD**”)

(each herein a “**Party**” or together the “**Parties**”)

**WHEREAS:**

A. Agrarius is engaged in the manufacture and selling, directly and indirectly through distributors, licensees and resellers, of the Product embodying the Technology (each as defined below);

B. The technology is [Redacted]  
[Redacted]  
[Redacted] (the “**Technology**”);

*Private information of a third party*

C. The product that embodies the Technology (the “**Product**”) is applied to crops [Redacted]  
[Redacted];

*Technology Information.*

D. [Redacted]  
[Redacted]  
[Redacted]

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- E. MVMD and the parent company of Agrarius had previously entered into a license agreement effective August 7<sup>th</sup>, 2020, as amended on February 8<sup>th</sup>, 2021, and on September 12, 2022 (the “**Original License Agreement**”), which was assigned to Agrarius effective January 18, 2022, whereby: 1) Agrarius granted to MVMD the exclusive world-wide, fully paid-up licence (including the right to grant sub-licences) to use, distribute, store, promote, market, export, import, and sell, whether through retail or wholesale means, the Product for all hemp and cannabis crop usage under MVMD’s CannaBloom brand (the “**CannaBloom Brand**”); and 2) Agrarius granted to MVMD a non-exclusive, fully paid-up licence (including the right to grant sub-licences) to use, distribute, store, promote, market, export, import, and sell, whether through retail or wholesale means, the Product, under the Agrarius brand (the “**Non-Exclusive License**”);
- F. The Parties wish to amend and restate the Original License Agreement by entering into this Agreement to provide for, among other things: a) exclusivity in the Exclusive Territory (as defined below); b) amended pricing; and c) the implementation of the Performance Guarantee Program (as defined below); and
- G. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] *Private information of a third party*

**NOW THEREFORE** on and subject to the terms and conditions set forth in this Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Agrarius and MVMD hereby agree as follows:

1. Licensing; Right of First Refusal; Registration; Minimum Performance; Performance Guarantee Program:
  - (a) Agrarius hereby grants to MVMD the exclusive fully paid-up licence (including the right to grant sub-licences) to use, distribute, store, promote, market, export, import, and sell, whether through retail or wholesale means, the Product for all non-hemp and non-cannabis crop usage in North America, Mexico, South America, Central America and the Caribbean (the “**Exclusive Territory**”) that MVMD will bring to the market under either or both of the Agrarius brand (the “**Agrarius Brand**”) and otherwise under Agrarius’ Intellectual Property or another name to be determined by MVMD, subject to the approval of Agrarius, acting reasonably (the “**New MVMD Brand**”).
  - (b) Agrarius hereby grants to MVMD a non-exclusive fully paid-up licence (including the right to grant sub-licences) to use, distribute, store, promote, market, export, import, and sell, whether through retail or wholesale means, the Product for all non-hemp and non-cannabis crop usage worldwide (the “**Non-Exclusive Territory**”) that MVMD may choose in its sole discretion to bring to the market under the Agrarius Brand and otherwise under Agrarius’ Intellectual Property, and agrees to notify MVMD promptly following the registration of the Product in any territory in the Non-Exclusive Territory in addition to those set forth in the attached Schedule “D”, which is accurate as at the date of this Agreement.
  - (c) Agrarius hereby grants to MVMD the exclusive world-wide, fully paid-up licence (including the right to grant sub-licences) to use, distribute, store, promote, market, export, import, and sell, whether through retail or wholesale means, the Product for all hemp and cannabis crop usage that MVMD may choose at its sole discretion to bring to the market under its CannaBloom

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brand (referred to together with the New MVMD Brand, collectively the “**MVMD Brands**” and each an “**MVMD Brand**”).

- (d) MVMD grants to Agrarius a non-exclusive, fully paid-up licence to include the MVMD Intellectual Property on packaging materials for the purposes of packaging the Product under the CannaBloom Brand under such quality control terms and conditions as may from time to time be provided by MVMD to Agrarius.
- (e) MVMD grants to Agrarius a non-exclusive, fully paid-up licence to include the MVMD Intellectual Property on packaging materials for the purposes of packaging the Product under the New MVMD Brand under such quality control terms and conditions as may from time to time be provided by MVMD to Agrarius.
- (f) The Parties agree that any enhanced goodwill value of Intellectual Property resulting from the activities of either MVMD or Agrarius under this Agreement shall be the exclusive property of the initial owner, being MVMD for the CannaBloom Brand and the New MVMD Brand and Agrarius for the Agrarius Brand.
- (g) **Right of First Refusal:** In the event that Agrarius considers a sale, transfer or assignment of any Agrarius Intellectual Property relating to the Technology or the Product, MVMD shall have a right of first refusal to acquire such rights for a minimum period of 60 days from the notification in writing of such intent by Agrarius on such terms as set out in a bona fide offer for such rights by a third-party, the parties acting reasonably.
- (h) **Modifications; New Technology:** The definition of Technology shall include, or shall be deemed to include: (1) any improvement, enhancement, adaptation, alteration, transformation or other modification of or derivative work based on any Intellectual Property in the Technology (each a “**Modification**”); and (2) any new technology (each the “**New Technology**”) created or acquired by Agrarius for use for the same purposes as the Technology. As such, the licenses granted by Agrarius to MVMD in this Agreement shall extend to and include, or shall be deemed to include, all Modifications and all New Technology. Further and for the avoidance of doubt, the definition of Product shall include, or shall be deemed to include, any product embodying the Technology arising from any such Modification as well as any Product embodying the New Technology.
- (i) **Registration and Intellectual Property Requirements in Exclusive Territory:** To the extent that MVMD wishes to use its licensed rights in any territory within the Exclusive Territory, MVMD agrees to be responsible for:
  - i. Any product registrations required to certify the Product or allow for the sale of the Product within any and all such territories, provided that Agrarius agrees to cooperate and provide any necessary information and technical support required by MVMD to complete such registrations in each instance and that the cost of such registrations shall be paid by MVMD but shall be credited to MVMD against the purchase of Product from Agrarius in accordance with this Agreement.
  - ii. Any trademark or other Intellectual Property registrations, filings or related work required, prudent or desirable in the sole reasonable discretion of MVMD with regard to the protection of the Intellectual Property in the Product and/or the Technology, within any and all such territories, provided that Agrarius agrees to cooperate and provide any necessary information and technical

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support required by MVMD to complete the foregoing in each instance and that the cost thereof shall be paid by MVMD but shall be credited to MVMD against the purchase of Product from Agrarius in accordance with this Agreement.

**(j) Minimum Performance Requirements:**

- a. On and subject to the terms herein, and in particular but not limited to Section 1(j)(b), MVMD shall throughout the Term use diligent efforts, or shall make commercially reasonable efforts to cause its affiliates and sublicensees to use diligent efforts, to introduce the Product into the commercial market in the Exclusive Territory, and specifically shall, or shall use commercially reasonable efforts to cause its affiliates or sublicensees to, fulfill the following obligations:
  - i. Maintain at all times throughout the Term [REDACTED] clients who are in discussion with MVMD for the purposes of a trial or purchase of the Product;
  - ii. Maintain at all times throughout the Term [REDACTED] per calendar year who are actively engaged in a trial of the Product under MVMD agronomy supervision;
  - iii. In the 2024 calendar year, [REDACTED] by third parties of the Product and provide trial outcomes to Agrarius;
  - iv. [REDACTED]

(the foregoing collectively the “**Minimum Performance Requirement**”).

- b. Agrarius agrees to reasonably cooperate with and assist MVMD in terms of sales support, updating Product information on its website and marketing materials, assisting with the creation of MVMD sales and return policies, and any other assistance reasonably expected to be rendered to a licensee.
  - c. The Parties agree that in the event that MVMD fails to satisfy its obligations under Section 1(i)(b) provided such failure was not a result of delays or other acts or omissions on the part of Agrarius, upon written notice by Agrarius to MVMD, MVMD and Agrarius shall enter into good faith negotiations, each Party acting reasonably, for a minimum period of 30 days to: a) review and amend the Minimum Performance Requirements if and to the extent agreed; and b) determine whether any additional remedy is required, which may include but not be limited to the loss of exclusivity in the Exclusive Territory, in whole or in part.
- (k) Performance Guarantee Program:** MVMD and Agrarius hereby agree to implement, forthwith following the execution of this Agreement, a performance guarantee sales accelerator program (the “**Performance Guarantee Program**”) with respect to [REDACTED]  
[REDACTED]  
[REDACTED] to be acquired by MVMD for exploitation in the Exclusive Territory on the terms set out in Schedule “B”, attached hereto, which shall be deemed binding on the Parties until and unless a definitive agreement setting out the terms of the Performance Guarantee Program is executed. Following completion of the Performance Guarantee Program as contemplated above, MVMD and Agrarius agree to enter into good faith negotiations for the purposes of determining whether and on which terms to extend the Performance Guarantee Program for a period of time or a specific territory to be determined during such negotiations.

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2. Territory-Specific Variations; Power of Attorney:

(a) It is acknowledged and agreed that certain terms set out in this Agreement may require amendment for one or more territories (each a “**Territory**”) comprising the Exclusive Territory or Non-Exclusive Territory, as applicable, including in particular but not limited to Section 3 and Section 4 of this Agreement. As such, it is acknowledged and agreed by MVMD and Agrarius that in the event that it is determined by either MVMD or Agrarius, acting reasonably and in good faith, that an amendment to one or more terms set out in this Agreement is required with respect to a particular Territory, the MVMD and Agrarius will negotiate in good faith and in a timely manner and enter into an addendum to this Agreement specific to each such Territory (each a “**Territory-Specific Addendum**”). For the avoidance of doubt, a Territory-Specific Addendum shall be required only for those Territories to which terms apply that vary from the terms otherwise set out in this Agreement.

(b) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *Private information of a third party*

3. Supply and Processing of Orders:

(a) Supply:

(i) On and subject to the terms in this Agreement, Agrarius agrees to supply to MVMD those quantities of the Product ordered in accordance with Section 3(b) of this Agreement. In furtherance of the foregoing, Agrarius shall maintain sufficient capacity to manufacture MVMD’s needs for the Product during the Term and, in furtherance of the foregoing, shall work with MVMD in a timely manner to plan Product order forecasts and manufacturing schedules. If Agrarius fails to deliver or anticipates that it will be unable to deliver any quantity of the Product, Agrarius shall promptly notify MVMD and take all necessary steps to remedy the failure or anticipated failure to supply, acting in good faith, in a timely manner, and in collaboration with MVMD.

(b) Ordering Process:

(ii) Except as otherwise set forth in this Agreement, all purchases of the Product made by MVMD will be made by the issuance of a Purchase Order (as defined below) to, and acceptance by, Agrarius, such acceptance evidenced by the issuance of an invoice by Agrarius for such Product. In addition to any rights of MVMD set forth in or arising from Section 3(a) of this Agreement, Agrarius’ inability to deliver Products within the time prescribed in a Purchase Order shall result in: a) MVMD’s option but not obligation to immediately cancel such Purchase Order, at absolutely no cost or obligation towards MVMD, provided that: (i) MVMD has at all times performed its obligations related to the Purchase Order, including with respect to the delivery of any and all requested information, materials and/or other items reasonably required by Agrarius;



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and (ii) MVMD's customer(s) have cancelled corresponding orders based on the identified time delay to deliver Products..

(c) Packaging.

- (i) Except as set out in this Agreement, in particular section 3(c)(ii), or in a Territory-Specific Addendum as applicable, Agrarius shall be responsible for all aspects related to the final packaging and labelling of the Product, and any regulatory approval of such that may be required, under the CannaBloom Brand (the "**CannaBloom Brand Product**") the New MVMD Brand (the "**New MVMD Brand Product**", together with the CannaBloom Brand Product, collectively the "**MVMD Brand Products**" and each an "**MVMD Brand Product**") and the Agrarius Brand (the "**Agrarius Brand Product**").
- (ii) MVMD shall be responsible for the creation and delivery of the artwork for Agrarius Brand Product and, if necessary, the MVMD Brand Product, in its Exclusive Territory. Agrarius shall be responsible for the creation of artwork for Agrarius Brand Product in the non-exclusive territories globally.
- (iii) Unless otherwise set forth in a Territory-Specific Addendum, Agrarius shall deliver to MVMD samples of final packaged Product as and when and in such quantities as may be agreed between MVMD and Agrarius from time to time.
- (iv) It is agreed and understood that all artwork prepared by MVMD for the Agrarius Brand Product will be clearly and distinctly marked with Agrarius Intellectual Property, including trademarks, and all artwork prepared by MVMD for the MVMD Brand Product will be clearly and distinctly marked with MVMD Intellectual Property, including trademarks.
- (v) As applicable:
  - a. Agrarius shall comply and shall cause its packaging agent(s) to comply with any and all specifications, standards and directions that MVMD may provide from time to time relating to the artwork and use of its Intellectual Property including trademarks, including with respect to design of packaging and use of MVMD's trademark on Agrarius' website; and
  - b. MVMD shall comply and shall cause its packaging agent(s) to comply with any and all specifications, standards and directions that Agrarius may provide from time to time relating to the artwork and use of its Intellectual Property including trademarks, including with respect to design of packaging and use of Agrarius' trademark on MVMD's website.
- (vi) As applicable:
  - a. Agrarius promptly shall, and shall cause its designated packaging agent to, cease any uses of MVMD's trademarks or other Intellectual Property identified by MVMD that do not comply with this Agreement; and
  - b. MVMD shall promptly cease any uses of Agrarius' trademarks or other Intellectual Property identified by Agrarius that do not comply with this Agreement.

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**(d) Manufacturing of Product:** [REDACTED]  
[REDACTED]  
[REDACTED]

*Manufacturing information.*

**(e) Delivery of Product:**

- i. Unless otherwise agreed in accordance with Section 3(e)(ii), Agrarius shall deliver the Product to the Delivery Location(s) set out in the corresponding Purchase Order(s) (“**Direct Delivery**”), which may be to an MVMD Customer or to an MVMD Distribution Center. In all cases of delivery to an MVMD Customer, MVMD will request from Agrarius, and Agrarius will provide to MVMD, a reasonable estimate of the Shipping Cost for the purposes of allowing MVMD to charge such Shipping Cost to such MVMD Customer, which will be included in the Purchaser Order and corresponding invoice(s).
- ii. In the event that MVMD and Agrarius agree in a Purchase Order that MVMD or an MVMD Customer will pick up the Product at the location of the packaging agent(s), Agrarius will confirm availability of the Product no later than 5 business days before the Delivery Date set out in the Purchase Order and MVMD and/or the MVMD Customer will coordinate for pick-up of the Product from such Delivery Location and pay, directly, associated third-party costs. For the avoidance of doubt, in such cases Shipping Costs will not be included in the Purchaser Order.

**(f) Title and Risk of Loss.**

- i. Title to, and the risk of loss associated with the Product, shall pass from Agrarius upon delivery at the applicable Delivery Location(s).
- ii. Agrarius shall ensure that all deliveries made by Direct Delivery shall be properly insured shipments.

**(g) Acceptance or Rejection of Product.**

- i. If MVMD determines, whether directly or upon the advice of the MVMD Customer(s), that there is reasonable evidence of damage of Product as a result of the shipping process, Agrarius will be promptly notified and will coordinate the pick-up of the Product at its sole cost and, provided MVMD does not cancel the corresponding Purchase Order(s), promptly manufacture and deliver the Product pursuant to such Purchase Order to the MVMD Customer(s) and in no event later than 30 days after the Delivery Date, or if the corresponding Purchase Order(s) is or are cancelled, shall promptly return to MVMD an amount equal to the cancelled Purchase Order for further refund by MVMD to corresponding MVMD Customer(s).
- ii. In the event that either MVMD or Agrarius, acting reasonably, desires that a return policy be implemented, MVMD and Agrarius agreed to negotiate and prepare a Return Policy in good faith, to be executed by Parties as an addendum to this Agreement.

**(h) Short and Over Shipment.** If MVMD determines, whether directly or upon the advice of the MVMD Customer(s), that there is a shortage in the quantity of any shipment of Product (from

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quantities specified in the relevant bill of lading or other shipping documents), MVMD will notify Agrarius promptly in writing (email shall suffice) and Agrarius, at its sole cost, will promptly manufacture and deliver the Product to the Delivery Location(s) pursuant to such Purchase Order and in no event later than 30 days after the Delivery Date. MVMD shall not be obliged to pay Agrarius for any overage in quantity shipped to a Customer but will work in good faith with Agrarius to offset any such overage against future Purchaser Orders.

- (i) **Manufacturing Records.** Agrarius shall maintain full manufacturing records for each batch of Product, including the source of all raw materials and the results of all quality control tests or other analysis of raw materials and/or the Product. All such records shall be maintained for a minimum of five (5) years after the Term or otherwise as required by applicable laws or a relevant regulator, and shall be made available to MVMD on request. All such manufacturing records may maintain the intent of confidentiality as to not reveal the Technology's formula.
- (j) **Audit Rights.** MVMD may audit the Facility upon reasonable notice for the purposes of quality control and ensuring compliance with regulatory obligations.

4. Consideration; Pricing; Prepaid Inventory; Performance Guarantee Program:

- (a) **Licensee Fees:** In consideration for the Additional Rights (as defined below), Licensee shall pay, or cause to be paid, to Agrarius, an Exclusivity Fee and a Performance Guarantee Fee (each as defined below and collectively the "**License Fees**):

- i. **Exclusivity Fee.** In consideration for the Exclusive Rights, MVMD shall pay or cause to be paid to Agrarius a one-time license fee (the "**Exclusivity Fee**") equal to USD \$1,085,000 (equal to CAD \$1,475,600 based on an exchange rate equal to 1.36) by way of the issuance of 22,701,538 common shares (the "**Consideration Shares**") of MVMD Holdings at a per share price of CAD \$0.065.
- ii. **Performance Guarantee Fee.** In consideration for the rights acquired by MVMD resulting from the Performance Guarantee Program (the "**Performance Guarantee Rights**", together with the Exclusive Right, collectively the "**Additional Rights**"), MVMD shall pay or cause to be paid to Agrarius a one-time license fee (the "**Performance Guarantee Fee**") of USD \$240,000, to be paid in cash (the "**Cash Consideration**").

each to be paid on a date to be agreed between MVMD and Agrarius, anticipated to be on or about May 1, 2024 (the "**Purchase Date**"), provided that with respect to the Consideration Shares, the certificate(s) or Direct Registration Advice representing the Consideration Shares will be delivered promptly following the Purchase Date.

It is further acknowledged and agreed that:

- iii. The issuance of the Consideration Shares shall be subject to the policies and, if and to the extent required, the approval of the CSE; and
  - iv. The Consideration Shares will be subject to a hold period of six months.
- (b) **Licensee Price:** Subject to Section 4(g), MVMD will acquire the Product from Agrarius at a price of [REDACTED] (the "**Licensee Price**"). [REDACTED]



[REDACTED]

(c) **Retail Pricing:** Subject to Section 4(g), [REDACTED] (the "Retail Price"), [REDACTED].

(d) **Payment Terms:** Subject to Section 4(e), payment for the Product shall be made by MVMD to Agrarius in full prior to the Delivery Date unless credit terms are established and mutually agreed upon, such as an extension to the Performance Guarantee Program by way of example. Notwithstanding the foregoing, Shipping Costs will be charged to MVMD by Agrarius by way of monthly invoice, payable within 30 days of receipt.

(e) **Performance Guarantee Program:** Agrarius will provide to MVMD [REDACTED] pursuant to the Performance Guarantee Program in accordance with the terms set forth in Schedule "B", attached hereto. For the avoidance of doubt, MVMD may purchase additional Product from Agrarius at any time outside of the Performance Guarantee Program.

(f) **Prepaid Inventory Deposit:** Upon signing of this agreement, MVMD will pay or cause to be paid to Agrarius [REDACTED] for Product (the "Prepaid Inventory Deposit"), under the understanding that the Prepaid Inventory is being solely allocated to the Performance Guarantee Program, and that the Prepaid Inventory amount will be reduced from the total amount owing Agrarius for future payments contemplated if the Performance Guarantee Program is successful in accordance with the terms set forth in Schedule "B", attached hereto.

(g) **Pricing Adjustments:** The Parties may agree in a separate amendment to this Agreement, or in one or more Territory-Specific Addendums, each in case subject to the mutual approval of MVMD and Agrarius, to reduce or otherwise adjust the Licensee Price in any or all territories without the Exclusive Territory or Non-Exclusive Territory and/or the Retail Price in any territory within the Non-Exclusive Territory [REDACTED].

5. Representations, Warranties and Covenants

5.1 Agrarius hereby represents and warrants, and covenants as applicable, to MVMD, and acknowledges that MVMD is relying on such representations and warranties to enter into this Agreement, that:

- (a) It has the right, power and authority to enter into and perform its obligations under this Agreement.
- (b) It has the requisite financial resources, experience, expertise, licences, personnel, and other resources to perform its obligations under this Agreement including without limitation the timely and complete manufacture of the Product.

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(c) It is the legal, entire and sole owner of the Technology, that it has the right to license the rights granted under this Agreement, that it has obtained any and all necessary permissions from third parties to license the rights granted under this Agreement [REDACTED] and that exploitation of the Product by MVMD and otherwise exercise of the rights granted by to MVMD in accordance with the terms of this Agreement shall not infringe the rights, including Intellectual Property rights, of any third party;

(d) The manufacturing of Product shall take place in the location(s) as agreed in Section 3(c) of this Agreement unless otherwise agreed in advance by MVMD and set forth in a Territory-Specific Addendum or other written amendment to this Agreement.

(e) [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

*Product information.*

(f) Application of the Product [REDACTED] and in accordance with instructions (the "Instructions") is likely to [REDACTED]  
[REDACTED]  
[REDACTED]

(g) The Product, and all ingredients therein, are and will at all times throughout the Term be 100% organic and Agrarius has taken all steps necessary to list the products with OMRI, including providing a Certificate of Analysis, and hereby covenants to take all steps throughout the Term to maintain such status and certification. In the event that MVMD determines, acting reasonably, that organic certification in addition to or in lieu of OMRI certification is desirable or necessary in any or all territories of the Exclusive Territory, the Parties will work together to obtain and maintain such parallel "organic" designations as may be required.

(h) [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

*Product details.*

(i) The Product has no known harmful ingredients, or any restricted substances listed by any regulatory agency.

(j) Products do and will conform and comply with any and all applicable laws governing registration and use of the Product throughout the Exclusive Territory and the Non-Exclusive Territory.

(k) Agrarius is not an Insider of MVMD Holdings as at the date of this Agreement and, after giving effect to the issuance of the Consideration Shares, will not be an Insider of MVMD Holdings.

(l) Agrarius will comply with all laws applicable to Agrarius at all times throughout the Term with respect to its obligations hereunder, including but not limited to the ownership and resale of the Consideration Shares.

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5.2 MVMD hereby represents and warrants, and covenants as applicable, to Agrarius, and acknowledges that Agrarius is relying on such representations and warranties to enter into this Agreement, that:

- (a) It has the right, power and authority to enter into and perform its obligations under this Agreement; and
- (b) It currently has the requisite financial resources, experience, expertise, personnel, and other resources to perform its obligations under this Agreement.

[Redacted]

*Representations and warranties of third party.*

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

(f) [Redacted]

[Redacted]

[Redacted]



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6. Indemnification and Insurance

- (a) Agrarius shall indemnify and hold MVMD and its affiliates, and each director, officer, employee, consultant or contractor, agent, representative and advisor of MVMD or any affiliate, harmless from and against any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable legal fees and expenses, which arise from any claim by any third party of or related to a) a defect in quality of Product; b) damages resulting from the use of Product (including failure to achieve product benefits when proof of correct application is demonstrated), c) of an alleged infringement of copyright, patent, trade secret, trademark or any other property right of a third-party arising out of the use, sale, marketing, branding, advertising or other exploitation of the Product by MVMD in accordance with the terms of this Agreement; or (d) as a result of a breach by Agrarius of any term, representation, warranty or covenant under this Agreement.
- (b) Agrarius shall maintain general liability insurance with a limit of at least Five Million CAD dollars (\$5,000,000.00 CAD) per occurrence, a products liability policy with a limit of at least Five Million CAD dollars (\$5,000,000.00 CAD) per claim, and cyber/privacy liability coverage, with limits of at least Five Million CAD dollars (\$5,000,000.00 CAD) per claim. Agrarius' policy shall contain broad form vendor's coverage and Agrarius' insurer shall have an AM Best rating of A- or higher. Agrarius shall name MVMD as an additional insured and will provide MVMD with a certificate of insurance evidencing such coverage within thirty (30) Days of the date of this Agreement or any renewal, with current certificates provided each year upon renewal of the policies. MVMD shall maintain general liability insurance coverage in an amount equal to at least Five Million CAD dollars (\$5,000,000.00 CAD) and MVMD shall provide Agrarius with a certificate of insurance upon Agrarius' request.

7. Term and Termination

The term of this Agreement shall be for an initial period of ten (10) years from the date of this Agreement (the "**Initial Period**"), followed by four (4) subsequent, consecutive 10-year periods (each a "**Renewal Period**", collectively the "**Renewal Periods**", the Initial Period together with all Renewal Periods collectively referred to herein as the "**Term**"), unless earlier terminated in accordance with sections 7(a), (b) or (c), as follows:

- (a) The Parties may mutually agree in writing to terminate this Agreement;
- (b) MVMD may terminate this Agreement in its sole discretion by providing 30 days' notice in writing to Agrarius;
- (c) Notwithstanding section 7(b), in the event of a material breach by Agrarius, which Agrarius is unwilling or unable to cure within 30 days of the notice thereof, MVMD may terminate this Agreement upon a further 30 days' notice; or
- (d) in the event of a material breach by MVMD, which MVMD is unwilling or unable to cure within 30 days of the notice thereof, Agrarius may terminate this Agreement upon a further 30 days' notice.

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8. Confidential Information

- a. The Parties acknowledge and agree that during and after the Term, each Party may be in receipt of Confidential Information of the other Party.
- b. Each Party hereby agrees (a) not to copy or use Confidential Information except and only for the purposes of this Agreement, but not for any other purpose, (b) to maintain it as confidential, and exercise reasonable precautions to prevent unauthorized access, use or disclosure and (c) not to disclose the Confidential Information to any third party other than its employees, contractors and sublicensees who have a legitimate need to know for the purposes contemplated by this Agreement and who are bound by written agreements or otherwise that are at least as protective of the Confidential Information as the restrictions herein. The confidentiality obligations of this Agreement, as they apply to Confidential Information disclosed prior to termination, will survive termination for a period of 3 years; provided, however, that each Party's obligations hereunder shall survive and continue in effect thereafter with respect to any Confidential Information that is a trade secret under applicable law. As soon as reasonably practicable upon the disclosing party's request at any time, the receiving party shall return to the disclosing party or destroy all then existing originals and copies of any Confidential Information provided to the other party solely in connection with the performance of this Agreement and destroy all information, records and materials developed therefrom.
- c. Subject to Section 8(d), the restrictions set forth in Section 8(b) will not prevent any Party from complying with any law, regulation, court order or other legal requirement that purports to compel disclosure of any Confidential Information or the terms of this Agreement. The receiving party will promptly notify the disclosing party upon learning of any such legal requirement and cooperate with the disclosing party in the exercise of its right to protect the confidentiality of the Confidential Information before any tribunal or governmental agency. Each Party may provide a copy of this Agreement or otherwise disclose its terms and conditions in connection with any financing transaction or due diligence inquiry, subject to obligations of confidentiality applicable to the recipient. Prior to any disclosure of the Agreement or its terms and conditions to a third party, the Party planning such disclosure shall notify the other Party and allow the other Party an opportunity to recommend redactions of certain information, which recommendations shall not be unreasonably refused. It is acknowledged and agreed that MVMD may be required to disclose the existence of this Agreement, the material terms thereof, and a copy thereof, pursuant to applicable securities laws.

9. Limitation of Liability

With the exception of the indemnity obligations set forth under Article 6 herein, neither Party will be liable to any other Party for any special, consequential, incidental, indirect or punitive damages arising out of or related to this Agreement, however caused, under any theory of liability, even if such Party has been advised of the possibility of such damages.

10. Definitions

**"Additional Rights"** has the meaning ascribed to it in Section 4(a)(ii).

**"Agrarius"** means Agrarius Corp., a private Delaware corporation.

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**“Agrarius Brand”** has the meaning ascribed to it in Section 1(a).

**“Agrarius Brand Product”** has the meaning ascribed to it in Section 3(c).

**“CannaBloom Brand”** has the meaning ascribed to it in the preamble of this Agreement.

**“CannaBloom Brand Product”** has the meaning ascribed to it in Section 3(c).

**“Cash Consideration”** has the meaning ascribed to it in Section 4(a)(ii).

**“Confidential Information”** means any and all information related to the business or affairs of the disclosing party, including with respect to financial matters, business development, sales and marketing and forecasts, customers and clients, suppliers, technical information, know-how, formulae, processes, clinical studies, trade secrets, concepts, discoveries, confidential and/or proprietary information and other know-how, information, documents and/or materials, technology, formulations, specifications, research and development information, testing data and analytical methods, financial information, including pricing and cost data, and including but not limited to any other information which would be considered a trade secret under the laws of the Province of Ontario or any other jurisdiction or otherwise reasonably be considered confidential and/or proprietary to the disclosing party, howsoever communicated or delivered, and whether or not expressly marked or identified as such.

**“Consideration Shares”** has the meaning ascribed to it in Section 4(a)(i).

**“CSE”** means Canadian Securities Exchange.

**“Delivery Date”** means the date upon which the Product will be delivered by Agrarius to the Delivery Location(s) or the date upon which the Product is made available for pick-up by MVMD, as applicable.

**“Delivery Locations”** means the locations identified by MVMD in the Purchase Order(s) as the locations to which the Product must be delivered or the location of Agrarius’ packaging agent, as applicable.

**“Exclusive Territory”** has the meaning ascribed to it in Section 1(a).

**“Exclusivity Fee”** has the meaning ascribed to it in Section 4(a)(i).

**“Facility”** has the meaning ascribed to it in Section 3(d).

**“Direct Delivery”** has the meaning ascribed to it in Section 3(e).

**“Initial Period”** has the meaning ascribed to it in Section 7.

**“Intellectual Property”** includes but is not limited to any: (i) copyright; (ii) design, patent, trade mark (whether registered or common law), semiconductor, circuit layout or plant breeder rights (each of the foregoing whether registered, unregistered or applied for); (iii) trade, business, company or domain name; (iv) know-how, inventions, discoveries, processes, recipes, specifications, trade secrets, Confidential Information (whether in writing or recorded in any form or verbally communicated); (v) customer names and customer lists, and (vi) any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific,



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medical or artistic fields.

“**Instructions**” means the written instructions with respect to use of the Product, to be delivered by Agrarius to MVMD, to be included in each Direct Delivery, [REDACTED].

“**License Fees**” has the meaning ascribed to it in Section 4(a).

“**Licensee Price**” has the meaning ascribed to it in Section 4(b).

“**Minimum Performance Requirement**” has the meaning ascribed to it in Section 1(j)(a).

“**Modification**” has the meaning ascribed to it in Section 1(h).

“**MVMD**” means Mountain Valley MD Inc., a corporation existing under the laws of the Province of Ontario and a subsidiary of MVMD Holdings.

“**MVMD Customer**” means a customer of MVMD that has purchased the Product.

“**MVMD Holdings**” means a company existing under the laws of the Province of British Columbia, being a reporting issuer with its common shares listed for trading on the CSE, and the parent company of MVMD.

“**MVMD Brand**” has the meaning ascribed to it in Section 1(c).

“**MVMD Brand Product**” has the meaning ascribed to it in Section 3(c).

“**New MVMD Brand**” has the meaning ascribed to it in Section 1(a).

“**New MVMD Brand Product**” has the meaning ascribed to it in Section 3(c).

“**New Technology**” has the meaning ascribed to it in Section 1(h).

“**Non-Exclusive License**” has the meaning ascribed to it in Section 1(b).

“**Non-Exclusive Territory**” has the meaning ascribed to it in the preamble of this Agreement.

“**OMRI**” means the Organic Materials Review Institute.

“**Original License Agreement**” has the meaning ascribed to it in the preamble of this Agreement.

“**Performance Guarantee Fee**” has the meaning ascribed to it in Section 4(a)(ii).

“**Performance Guarantee Program**” has the meaning ascribed to it in Section 1(k).

“**Performance Guarantee Rights**” has the meaning ascribed to it in Section 4(a)(ii).

“**Preferred Product Ratio**” has the meaning ascribed to it in Section 5(e).

“**Prepaid Inventory Deposit**” has the meaning ascribed to it in Section 4(f).

“**Product**” has the meaning ascribed to it in the preamble to this Agreement.

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**“Purchase Date”** has the meaning ascribed to it in Section 4(a).

**“Purchase Order”** means a purchase order issued by MVMD to Agrarius outlining, at a minimum, the Product (whether Agrarius Brand, New MVMD Brand or CannaBloom Brand), the mutually agreed upon quantity of Product to be produced, the mutually agreed upon Delivery Date, and the Delivery Location(s).

**“Renewal Period”** and **“Renewal Periods”** have the meanings ascribed to them in Section 7.

**“Retail Price”** has the meaning ascribed to it in section 4(c).

**“Shipping Costs”** means freight, insurance, duties, taxes and other charges paid by Agrarius with respect to Direct Delivery.

**“Technology”** has the meaning ascribed to it in the preamble to this Agreement.

**“Term”** has the meaning ascribed to it in Section 7.

**“Territory”** has the meaning ascribed to it in Section 2.

**“Territory-Specific Addendum”** has the meaning ascribed to it in Section 2.

**“Trade Secrets”** has the meaning ascribed to it in the preamble of this Agreement.

**“Unit”** means an amount of Product sufficient for one application to one hectare of crops.

#### 10. Miscellaneous

This Agreement is not assignable or transferable by MVMD without the prior written consent of Agrarius, or by Agrarius without the written consent of MVMD, [REDACTED] without the written consent of MVMD and Agrarius; any attempt to do so shall be void. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the Party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the addresses set out on the first page of this Agreement, unless a Party notifies the other Parties of the change in address (email shall suffice) or, if sent by email, as follows: (x) if to MVMD: \_\_\_\_\_, (y) if to Agrarius: \_\_\_\_\_, [REDACTED]. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the Province of Ontario and the laws of Canada applicable therein, and the Parties attorn to the courts in the Province of Ontario, in the City of Toronto Any waivers or amendments shall be effective only if made in writing and signed by all Parties unless otherwise set forth herein. All Parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications

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relating to the subject matter of this Agreement, and it is further understood and agreed that the Schedules to this Agreement form an integral part of this Agreement.

***[signature page follows]***

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as a sealed instrument, effective as of the Effective Date.

**AGRARIUS CORP.**

Per:

[REDACTED]

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[REDACTED]

[REDACTED]

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[REDACTED]

**MOUNTAIN VALLEY MD INC.**

Per:

/s/ "Dennis Hancock"

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Dennis Hancock, President & CEO

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## Schedules



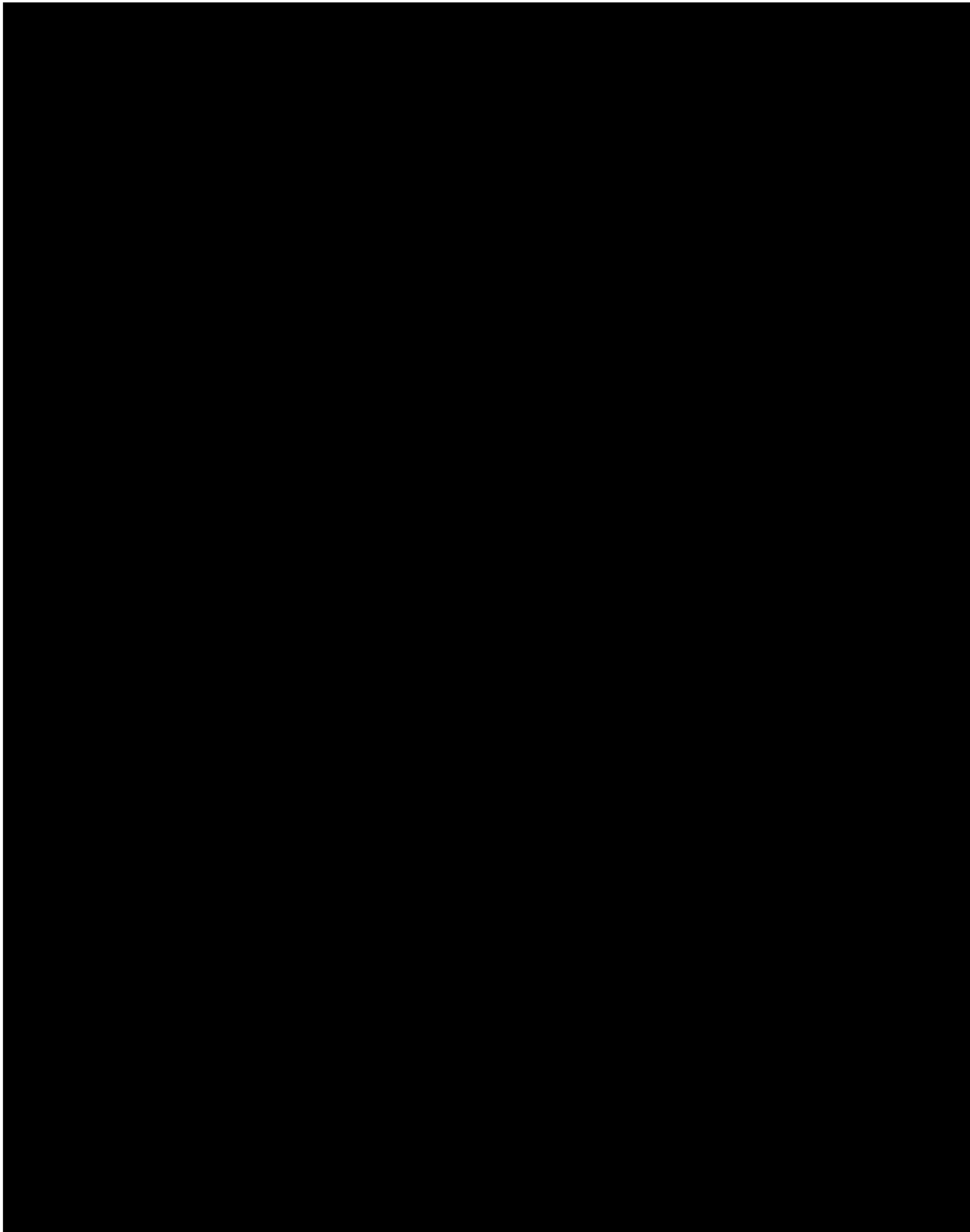
## Schedule "A"

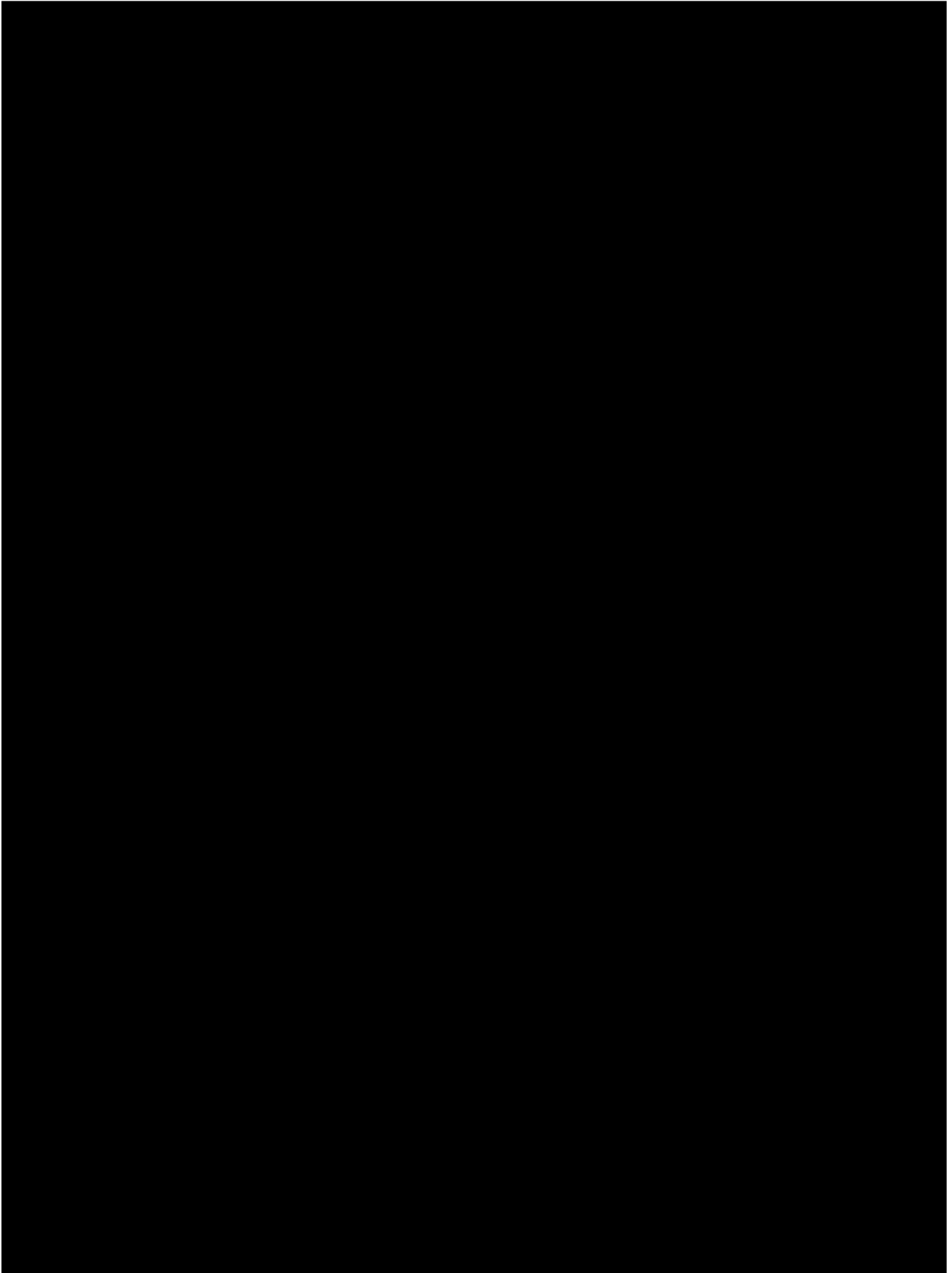
[REDACTED]

[REDACTED]

*Technology information.*

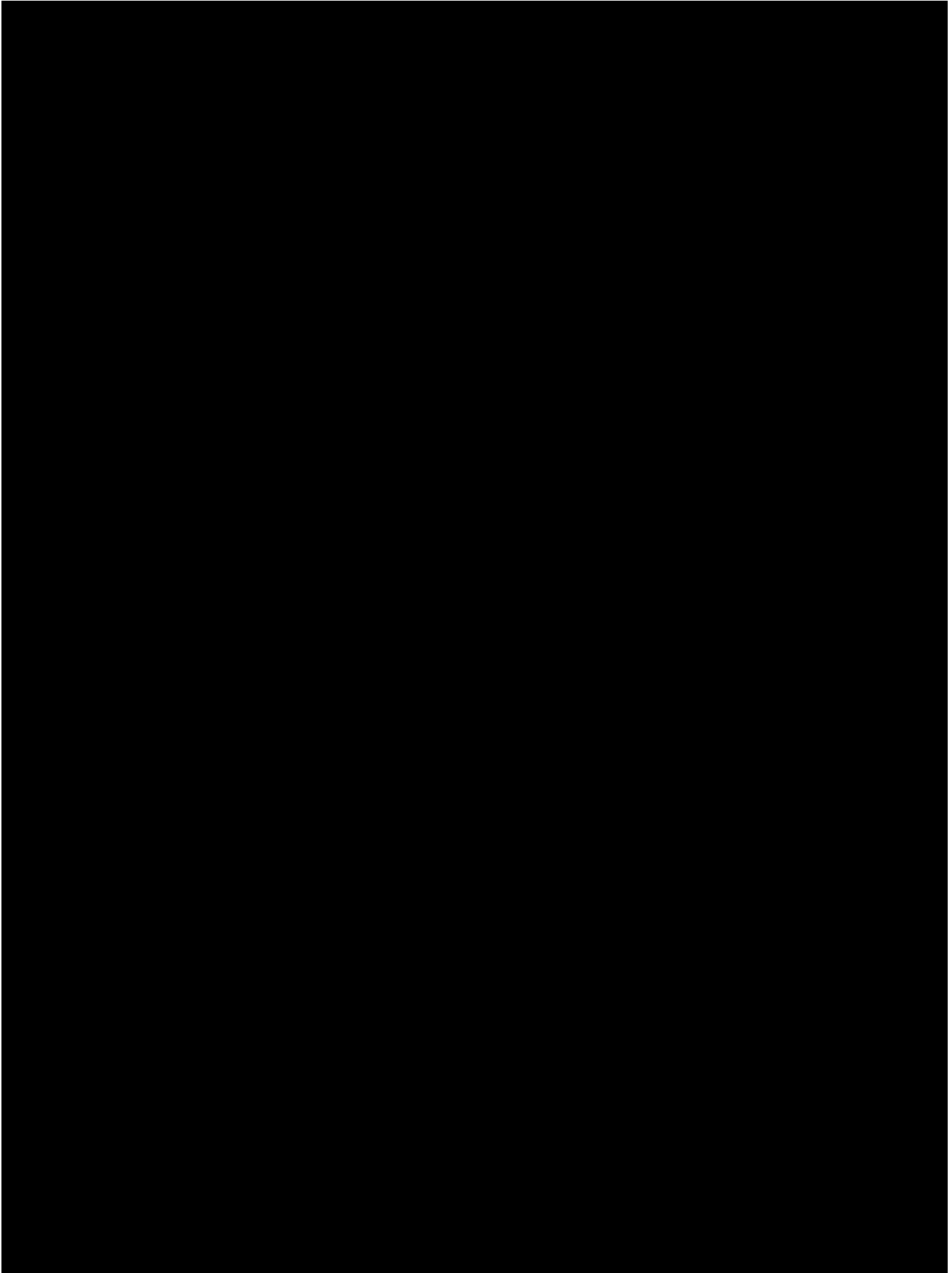


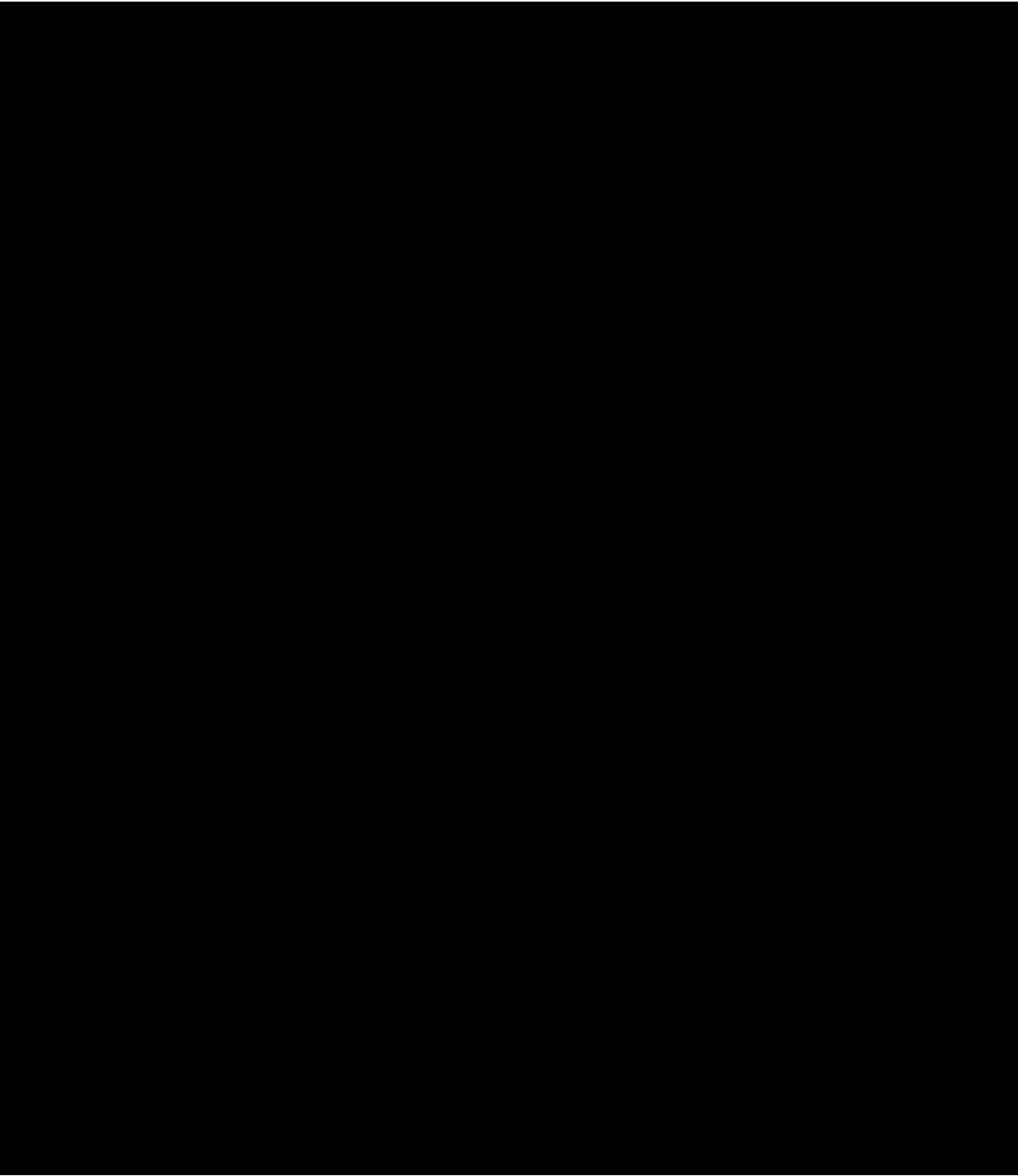




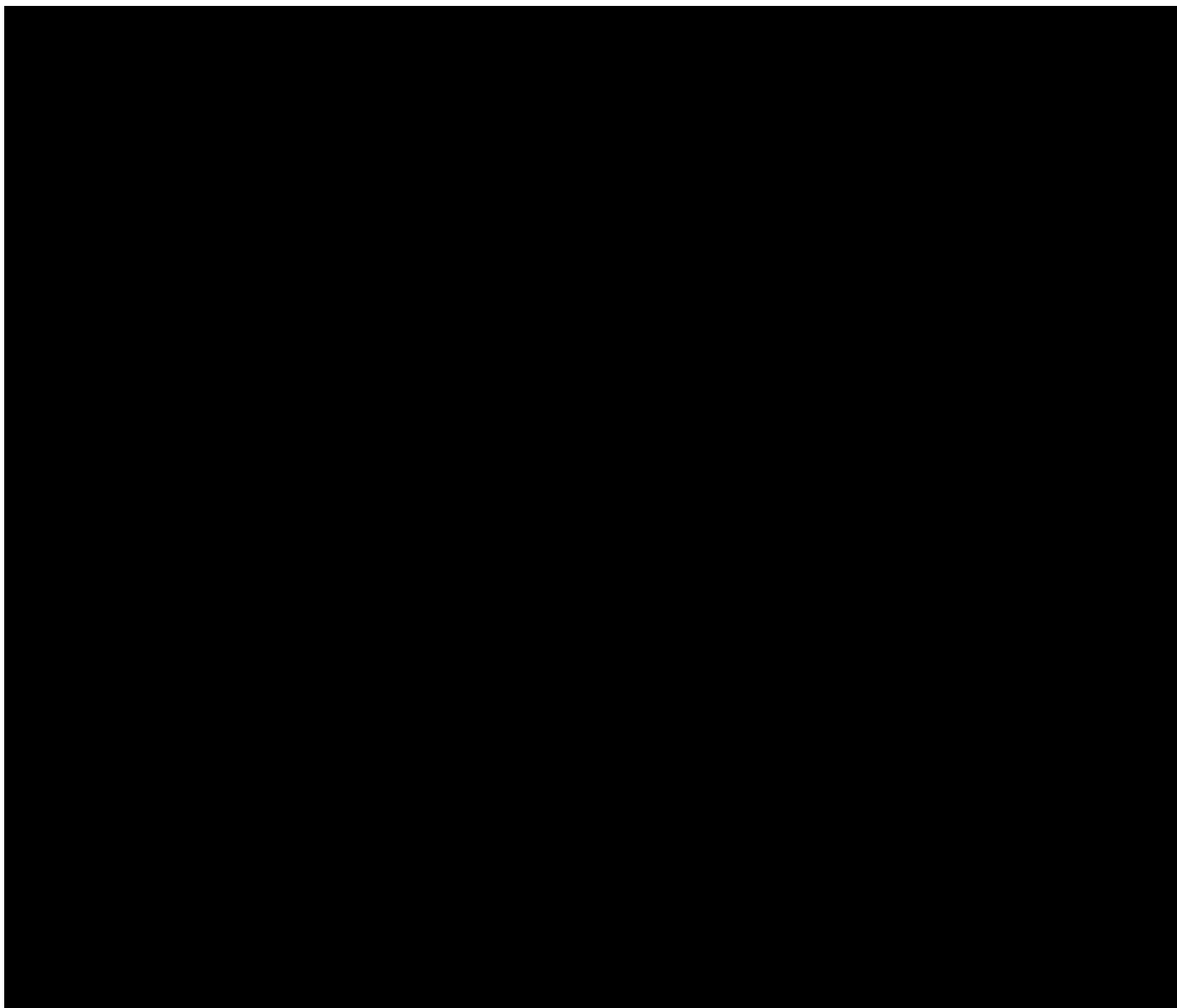


**Schedule "B"**





*Performance Guarantee Program details..*



*Registration information.*