

LICENSE AGREEMENT

This License Agreement (this “**Agreement**”), effective as of February 22, 2023 (the “**Effective Date**”), is by and between MJ Direct Inc., a California corporation with offices located at 17322 Murphy Avenue, Irvine, CA 92614 (the “**Licensor**”), William and James Gillespie (the “**Owners**”), Nutritional High LLC, a Nevada limited liability company with offices located at 77 King Street West, Suite 2905, Toronto Canada, (the “**Licensee**”), and the Licensee’s parent company, High Fusion Inc. (“**HFI**”), a Canadian corporation with offices located at 77 King Street West, Suite 2905, PO Box 121, Toronto, ON M5k 1H1. Licensor, Licensee, the Owners and HFI may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Licensor desires to license the **Intellectual Property Rights** (as hereinafter defined) and Software to the Licensee, for use in the MJDirect.com direct delivery platform by the Licensee; and

WHEREAS, Licensee desires to obtain an exclusive license to use the Intellectual Property Rights and Software, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or otherwise, whether at law, in equity, or otherwise.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Approved Open Source Components**” means Open Source Components that may be included in or used in connection with the Software and are specifically identified in **Exhibit A**.

“**Authorized Services**” means any and all services performed by any Authorized User for Licensee or any Licensee Affiliate for or in connection with Licensee’s or Licensee’s Affiliate’s use of the Intellectual Property Rights, Software or Documentation in accordance with this Agreement, including any services comprising or relating to the analysis, development, delivery, installation, configuration, integration, testing, deployment, maintenance, support, storage, copying, reproduction, modification, or disaster recovery of, or training of Authorized Users concerning, the Intellectual Property Rights and Software or Documentation.

“**Authorized User**” means all employees of Licensee or any Licensee Affiliate each of whom is authorized to use the Intellectual Property Rights and Software. Authorized Users also include

all Persons, including all agents, contractors, consultants, and their respective employees, that Licensee or any Licensee Affiliate retains or grants any sublicense to hereunder to provide Authorized Services.

“**Business Day**” means a day other than a Saturday, Sunday, or other day on which commercial banks are authorized or required by Law to be closed for business.

“**Certificate of Designation**” means the certificate which stipulates the terms, conditions, rights and preferences attached to the Multiple Voting Shares.

“**Confidential Information**” has the meaning set forth in Section 10.1.

“**Constitutive Documents**” means the Certificate of Designation and the jurisdictional equivalents of Licensee’s and HFI’s bylaws, certificate of incorporation, and any other constitutive documents, licenses, registries or ledgers of Licensee or HFI which evidence, demonstrate or govern Licensee’s or HFI’s establishment, existence, equity structure, share issuances, corporate governance or capitalization.

“**Data**” means all data, information, and other content of any type and in any format, medium, or form, whether audio, visual, digital, screen, or other, that is input, uploaded to, placed into, or collected, stored, processed, generated, or output by any device, system, or network by or on behalf of Licensee or any Licensee Affiliate, including any and all works, inventions, data, analyses, and other information and materials resulting from any use of the Intellectual Property Rights and Software by or on behalf of Licensee or any Licensee Affiliate under this Agreement.

“**Disclosing Party**” has the meaning set forth in Section 10.1.

“**Divested Entity**” means any Person, including any business or division, that at any time during the Term is but ceases to be a Licensee Affiliate, other than as a result of the transfer of ownership of a majority of the equity interest or all of the substantial assets of such Person to Licensee or another Licensee Affiliate.

“**Divestiture Date**” means the date on which a Divested Entity ceased to be a Licensee Affiliate.

“**Documentation**” means Licensor’s user manuals, handbooks, and guides relating to the Software in any form or media, that describe the functionality, components, features, or requirements of the Software, including any aspect of the configuration, integration, operation, or use of the Software.

“**Encumbrance**” means any lien, mortgage, pledge, encumbrance, charge, security interest, adverse claim, liability, interest, charge, preference, priority, proxy, transfer restriction, equitable interest, option, warrant, right of first refusal or license.

“**Effective Date**” has the meaning set forth in the preamble.

“**Harmful Code**” means any: (a) virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop-dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise deprive Licensee of its lawful right to use the Software.

“Initial Term” has the meaning set forth in Section 15.1.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world, which are owned by the Licensor and utilized on the Licensor’s cannabis delivery business as of the Effective Date, which includes those assets and products listed in Exhibit A.

“Knowledge” means the facts and circumstances related to the relevant matter in question as they are actually known by Licensor’s executive officers, or which such executive officers would be expected to know after conducting due and reasonable inquiry of Licensor’s senior employees.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“License Fees” has the meaning set forth in Section 9.1.

“Licensee Affiliate” means any Affiliate of Licensee.

“Licensee Indemnitee” has the meaning set forth in Section 13.1.

“Licensee Modifications” means all modifications, corrections, repairs, translations, enhancements, and other derivative works and improvements of the Intellectual Property Rights and Software or Documentation made by Licensee or any Licensee Affiliate, or for Licensee or any Licensee Affiliate by any Authorized User.

“Losses” means all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Maintenance Release” means any update, upgrade, release, or other adaptation or modification of the Software, including any updated Documentation, that Licensor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software, and includes any New Version.

“Multiple Voting Shares” means the class of shares of HFI which are governed by the Certificate of Designation.

“New Version” means any new version of the Software that the Licensor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Licensor’s designation of a new version number.

“Open Source Components” means any software component that is subject to any open source license agreement, including software available under the GNU Affero General Public

License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative.

“**Open Source License**” has the meaning set forth in Section 2.3.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“**Pricing**” means any and all fees, rates, and prices payable under this Agreement, including pursuant to any Exhibit hereto.

“**Receiving Party**” has the meaning set forth in Section 10.1.

“**Renewal Term**” has the meaning set forth in Section 15.2.

“**Representatives**” means, with respect to a Party, that Party’s Affiliates, and that Party’s and its Affiliates’ employees, officers, directors, agents, independent contractors, and legal advisors.

“**Services**” means any of the services, including Support Services, Licensor is required to or otherwise does provide under this Agreement as more fully described in the body of this Agreement and **Exhibit A**.

“**Software**” means the executable, object code version of the MJ Direct Application, and any Maintenance Releases provided to Licensee or any Licensee Affiliate pursuant to this Agreement, and all copies of the foregoing permitted hereunder.

“**Source Code**” means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts, code, and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain, and develop modifications, upgrades, updates, adaptations, enhancements, new versions, and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

“**Subscription Agreement**” means the agreement referenced as EXHIBIT B attached hereto;

“**Support Services**” means the software support Services Licensor is required to or otherwise does provide to Licensee under this Agreement as described in the body of this Agreement and **Exhibit A**.

“**Term**” has the meaning set forth in Section 15.2.

“**Territory**” means the United States of America.

“**Work Product**” means the Intellectual Property Rights and Software and Documentation and all code, specifications and other documents, work product, information, data, and materials that Licensor is required to or otherwise provides to Licensee or any Licensee Affiliate or

its/their designee(s) in connection with or related to the Intellectual Property Rights and Software, Documentation, or any Services under this Agreement.

2. License.

2.1 License Grant. Licensor hereby grants to Licensee and Licensee's Affiliates an exclusive, perpetual, irrevocable (except as set forth in Section 13.4(b)), non-transferable and non-sublicensable (except as set forth in Section 17.8) right to use the Intellectual Property Rights and Software and Documentation in the Territory in accordance with the terms and conditions of this Agreement. For avoidance of doubt, during the Term, Licensor shall neither use the Intellectual Property Rights and Software or Documentation in the Territory nor grant any license to use the Intellectual Property Rights and Software or Documentation to any Person located in or doing business in the Territory other than Licensee and Licensee's Affiliates without the prior written consent of Licensee, which may be withheld in Licensee's sole discretion.

2.2 Scope of Licensed Access and Use. Pursuant to the license granted under Section 2.1 and in accordance with the terms and conditions thereof, Licensee and each of its Affiliates has the right and license to do each of the following:

(a) use, integrate, and/or resell the Software in connection with Licensee's software platform, products, and services including, without limitation, on a white label basis;

(b) have Authorized Users access and use the Software by any means whatsoever, including via the internet or any WAN, LAN, or VPN or from any device;

(c) generate print, copy, download and store all Data and other data, information, and content, including all audio, visual, or digital and other displays and output, as may result from any execution or other use of the intellectual property, trademarks or Software;

(d) use the Software in object code form, except that the licensed uses of the Software hereunder will include use in both Source Code and object code form: (i) on and after the Licensor becomes subject to any bankruptcy or similar proceeding; (ii) if and to the extent access to and use of Source Code may be necessary, in Licensee's reasonable judgment, for interoperability purposes; and (iii) for any Open Source Components, in accordance with the license therefor;

(e) prepare and use as many copies and Licensee Modifications of the Software and Documentation as may be necessary or useful, including for purposes of: (i) operation with other software or systems; (ii) hardware or system maintenance or repair; (iii) software, hardware, or system testing; (iv) disaster recovery; and (v) backup and archiving;

(f) procure and use, and have Authorized Users perform, all Authorized Services;

(g) grant any and all such sublicenses as may be required to: (i) authorize any Authorized Users to perform any of the Authorized Services; or (ii) allow each Divested Entity to make all uses of the Intellectual Property Rights and Software and Documentation permitted hereunder for a period not to exceed one (1) year from the Divestiture Date of such Divested Entity;

(h) train Authorized Users in any and all uses of the Intellectual Property Rights and Software and Documentation permitted hereunder; and

(i) perform, and have Authorized Users perform, any other act, including the provision of any service, that is reasonably incidental to the operation of the Intellectual Property Rights and Software in accordance with the terms and conditions of this Agreement.

2.3 Open Source Licenses. Any use hereunder of Open Source Components shall be governed by, and subject to, the terms and conditions of the applicable open source license (“**Open Source License**”). Licensor shall:

(a) Identify and describe in **Exhibit A** each of the Approved Open Source Components of the Software.

(b) Update **Exhibit A** to include (i) all Approved Open Source Components, if any, of any Maintenance Release or other Licensor Work Product and ((ii) identifying the URL where these licenses are publicly available.

3. **License Restrictions.** Except as this Agreement expressly permits, or as reasonably necessary to make any use of the Intellectual Property Rights and Software permitted by Section 2.1, Section 2.2, or elsewhere in this Agreement, Licensee shall not, and shall not permit others to, and shall ensure that any other Person does not:

(a) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Intellectual Property Rights and Software; or

(b) reverse engineer, disassemble, decompile, decode, or adapt the Intellectual Property Rights and Software, or otherwise attempt to derive or gain access to the Source Code of the Software, in whole or in part, except as and only to the extent: (i) this restriction is prohibited by applicable Law; (ii) such action is taken for purposes of ensuring or assessing interoperability or otherwise qualifies as a “fair use” under US Copyright Act or other applicable Law or; (iii) with respect to Open Source Components included in the Software, these acts are permitted under the applicable Open Source License.

4. **Delivery.**

4.1 Delivery. On the Effective Date, Licensor shall deliver the Intellectual Property Rights and Software in accordance with the specifications set forth in **Exhibit A**.

4.2 Documentation. Licensor shall provide Licensee with complete and accurate Documentation for all Intellectual Property Rights and Software prior to or concurrently with its delivery. The Documentation will include all technical and functional specifications (except for the Source Code) and other such information as may be reasonably necessary for the effective installation, testing, use, support, and maintenance of the Intellectual Property Rights and Software, including the effective configuration, integration, and systems administration of the Software, and the operation and the performance of all its functions. Licensor shall provide all such Documentation in electronic form and as Licensee may otherwise reasonably request.

5. **Performance of Services.**

5.1 Provision and Quality of Services. Licensor shall provide all Services and Work Product hereunder in a timely, skillful, professional, and workmanlike manner by qualified personnel exercising care, skill, and diligence consistent with best practices in the industry, and will devote

adequate resources to meet its obligations hereunder, in accordance with the terms and conditions of this Agreement and the Documentation.

5.2 Time of the Essence. Licensor acknowledges that time is of the essence with respect to Licensor's performance hereunder and agrees that prompt and timely performance of all Services and other Licensor obligations in accordance with this Agreement is strictly required.

6. Training. Licensor shall provide, at no additional charge, training on all uses of the Software permitted hereunder in accordance with the times, locations and other terms set forth in **Exhibit A**.

7. Maintenance Releases; New Versions.

7.1 Maintenance Releases. During the Term, Licensor shall provide Licensee and its Affiliates, at no additional charge, with all Maintenance Releases, each of which will constitute Software and be subject to the terms and conditions of this Agreement.

7.2 New Versions. Licensee and each of its Affiliates shall have the right, in its/their sole discretion, to receive any New Versions of the Software that the Licensor may release from time to time, at the lowest price then charged by Licensor for such New Version. All New Versions provided under this Agreement will constitute Software and be subject to the terms and conditions of this Agreement.

7.3 Installation. Licensee has no obligation to install or use any Maintenance Release or New Version. If Licensee wishes to install any Maintenance Release or New Version, Licensee shall have the right to have such Maintenance Release or New Version installed, in Licensee's discretion, by Licensor or Authorized Users. If Licensee requests that Licensor install any Maintenance Release or New Version, Licensor shall do so promptly and in no case more than seven (7) Business Days after Licensee's notice of such request.

8. Support Services. Licensor shall provide Licensee with the Support Services described in Exhibit A. Such Support Services will be provided free of charge during the Term, it being acknowledged and agreed that the License Fees set forth in **Exhibit A** includes full consideration for such Services during such period.

9. Fees and Payment.

9.1 License Fees. In consideration of, and as payment in full for, the rights and license to use the Intellectual Property Rights and Software and Documentation as provided in this Agreement, HFI, on behalf of Licensee, shall pay to Licensor the license fees set forth in **Exhibit A** (the "**License Fees**"). The License Fees shall be paid on the Effective Date.

9.2 Taxes. All fees set forth herein are inclusive of taxes. Licensor shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, local, or foreign governmental entity on any amounts payable by Licensee hereunder, other than any taxes imposed on, or with respect to, Licensor's income, revenues, gross receipts, personnel, real or personal property, or other assets.

9.3 Form of Payment. All payments hereunder will be in the form of Multiple Voting Shares as stipulated in **Exhibit A**. The issuance of such Multiple Voting Shares will be made in the name of the Licensor to the address or account specified by Licensor in accordance with the Subscription Agreement provided in Exhibit B. On the Effective Date, HFI shall instruct its transfer agent to issue

a DRS statement evidencing the Multiple Voting Shares to the possession of Licensor, as well as any other documents, certificates or instruments necessary to give effect to the transfer or issuance of ownership in the Multiple Voting Shares to Licensor reasonably requested by Licensor, and in a form and substance satisfactory to Licensor, acting reasonably. In order to issue the Multiple Voting Shares required under this Section 9.3, HFI and the Licensor shall enter into the Subscription Agreement in the form and substance of **Exhibit B**. Notwithstanding the subscription price stated therein, the Parties agree that such subscription price shall be in satisfaction of the License Fee as set forth in Exhibit A and no cash payment shall be required from the Licensor pursuant thereto.

9.4 Payment Disputes. HFI, on behalf of Licensee, may withhold or prevent from further issuance from payment any and all payments and amounts Licensee disputes in good faith, pending resolution of such dispute. Licensor shall not withhold any Services or fail to perform any obligation hereunder by reason of HFI's good faith withholding of any payment or amount in accordance with this Section 9.4 or any dispute arising therefrom.

10. Confidentiality.

10.1 Confidential Information. In connection with this Agreement, each Party (the "**Disclosing Party**") may disclose or make available Confidential Information to any other Party (the "**Receiving Party**"). Subject to Section 10.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential." Without limiting the foregoing, Licensee's Data and the financial terms and existence of this Agreement are the Confidential Information of Licensee.

10.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' non-compliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall during the Term and for three (3) years thereafter:

- (a) except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who:
 - (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 10.3;

(b) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and

(c) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' noncompliance with, the terms of this Section 10.

The Receiving Party shall be responsible for any breach of or non-compliance with this Section 10 by any of its Representatives.

10.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under Section 10.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

11. Intellectual Property Rights.

11.1 Ownership Rights in Software.

(a) Subject to the rights and licenses granted by Licensor in this Agreement and the provisions of Section 11.1(b):

(i) Licensor reserves and retains its entire right, title, and interest in and to all Intellectual Property Rights arising out of or relating to the Software; and

(ii) none of the Licensee, Licensee Affiliates, or Authorized Users acquire any ownership of Intellectual Property Rights in or to the Software or Documentation as a result of this Agreement.

(b) Licensee and its Affiliates shall own and retain all right, title, and interest in and to all the ideas, inventions, methods and processes, and any other type of Intellectual Property Rights of the Licensee and its Affiliates, as well as the know-how, technical information, and data relating thereto, in existence as of the Effective Date and all improvements to said Intellectual Property Rights and to such products and services made by the Licensee and/or its Affiliates, alone or jointly with any third party. As between Licensee and its Affiliates, on the one hand, and Licensor and its licensors, on the other hand, Licensee and its Affiliates have, reserve and retain, sole and exclusive ownership of all right, title, and interest in and to the Licensee's Data and Licensee Modifications, including all Intellectual Property Rights arising therefrom or relating thereto. To the extent, if any, that ownership in such Licensee Modifications does not automatically vest in Licensee and its Affiliates by virtue of this Agreement or otherwise, Licensor hereby transfers and assigns (and, if applicable, shall cause its Affiliates to transfer and assign) to Licensee and its Affiliates all rights, title, and interest

which Licensor or its Affiliates may have in or to such Licensee Modifications. The Licensee's Data and Licensee Modifications are the Confidential Information of Licensee and its Affiliates, and neither Licensor nor any third party (other than a Licensee Affiliate) has or will:

(i) have, acquire, or claim any right, title, or interest in or to any Licensee's Data or Licensee Modifications as a result of this Agreement or any interest in the Software or any Open Source Components; or

(ii) have any right or license to and shall not use any Licensee's Data, Licensee Modifications, or customers of Licensee or its Affiliates except solely as and to the extent necessary to perform the Services hereunder.

11.2 Rights in Open Source Components. Ownership of all Intellectual Property Rights in Open Source Components shall remain with the respective owners thereof, subject to Licensee's rights under the applicable Open Source Licenses.

12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Parties that:

(a) with respect to a Party that is not an individual, it is a duly formed and validly existing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and

(d) when executed and delivered by all Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

12.2 Additional Representations and Warranties. Licensor further represents, warrants, and covenants to Licensee and HFI that:

(a) it is, and throughout the Term will remain, the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Intellectual Property Rights and Software and Documentation, including all Intellectual Property Rights relating thereto;

(b) it has, and throughout the Term will retain, the unconditional and irrevocable right, power, and authority to grant and perform the license hereunder;

(c) the Intellectual Property Rights and Software and Documentation, and Licensee's use thereof, is and throughout the Term will be, free and clear of all encumbrances, liens, and security interests of any kind;

(d) its grant of the license as envisaged in this Agreement, and the Services and any other performance by or on behalf of Licensor under this Agreement, does not or will not at any time:

(i) conflict with or violate any applicable Law;

(ii) require the consent, approval, or authorization of any governmental or regulatory authority or other third party; or

(iii) require the provision of any payment or other consideration to any third party;

(e) it has not granted, and will not at any time during the Term grant, any license or other contingent or non-contingent right, title, or interest under or relating to the Intellectual Property Rights and Software or Documentation that does or will conflict with or otherwise affect this Agreement, including any of Licensor's representations, warranties or performance or Licensee's rights or licenses hereunder;

(f) when used by Licensee or any Authorized User, the Intellectual Property Rights and Software or Documentation as delivered by Licensor does not or will not:

(i) infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party; or

(ii) fail to comply with any applicable Law;

(g) there is no settled, pending, or to its Knowledge threatened litigation, claim or proceeding (including in the form of any offer to obtain a license):

(i) alleging that any use of the Intellectual Property Rights and Software or Documentation does or would infringe, misappropriate, or otherwise violate any copyright, patent, trade secret or other Intellectual Property Right of any third party;

(ii) challenging Licensor's ownership of, or right to use or license, any Intellectual Property Rights and Software or Documentation, or alleging any adverse right, title, or interest with respect thereto;

(iii) alleging the invalidity, misuse, unregistrability, unenforceability or non-infringement of any copyrights, trade secret rights, or patent rights in the Intellectual Property Rights and Software or Documentation; or

(iv) alleging any third-party infringement, misappropriation, or violation of any copyrights, trade secrets, or patent rights in the Intellectual Property Rights and Software or Documentation, nor, to its Knowledge, is any third party infringing, misappropriating, or violating, or preparing or threatening to infringe, misappropriate, or violate, any copyrights, trade secrets or patent rights in the Intellectual Property Rights and Software or Documentation, and it has no Knowledge of any factual, legal, or other reasonable basis for any such litigation, claim or proceeding;

(h) it has not received any written, oral, or other notice of any litigation, claim or proceeding described in Section 12.2(g);

(i) no expiration or loss of any patent or application for patent rights in the Intellectual Property Rights and Software is pending, or, to Licensor's Knowledge after reasonable inquiry, threatened or reasonably foreseeable, and Licensor has no reason to believe that any claims of any such patent or patent application are or will be invalid, unenforceable, fail to issue, or be materially limited or restricted beyond the current claims, except for patent rights expiring at the end of their statutory term;

(j) as provided by Licensor, the Intellectual Property Rights and Software does not, nor will at any time during the Term, contain any:

(i) Harmful Code; or

(ii) Open Source Components or operate in such a way that it is developed or compiled with or linked to any Open Source Components, other than Approved Open Source Components specifically described in **Exhibit A** and the controlling Open Source License;

(k) all Documentation is and will be complete and accurate in all material respects when provided to Licensee such that at no time during the Term will the Intellectual Property Rights and Software have any material undocumented feature; and

(l) it will perform all Services in a timely, skillful, professional, and workmanlike manner in accordance with best industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications, and will devote adequate resources to meet its obligations under this Agreement.

12.3 Performance Warranty.

Licensor represents and warrants to Licensee and HFI that throughout the Term:

(a) It will provide on-line support to the Licensee and make available to Licensee via e-mail and telephone call center access for 24 hours per day every day of the year, except days which are recognized as national holidays by the federal government of the United States;

(b) it will follow Licensee's established Minimum Advertised Price ("MAP") for all Products advertised and offered for sale through the use of the Intellectual Property Rights. Such MAP shall be subject to Licensees prior written approval, such approval not to be unreasonable withheld, delayed, or conditioned. The MAP may be adjusted by the Licensees upon fifteen (15) days' notice to Licensor. Licensor will not cause or permit product to be advertised at a price below MAP;

(c) product orders received through the use of the Intellectual Property Rights shall be by means of electronic purchase orders which shall be made immediately available or immediately forwarded to the Licensee for fulfillment. The form of such orders shall be reasonably acceptable to Licensee, and which contains terms that are at least as protective of the rights and information of the Parties;

(d) the Licensor shall retain copies of all purchase orders for a minimum period of two (2) years;

(e) the Licensor shall report all customer return requests, complaints and feedback on a daily basis to the Licensee;

(f) during the Term, Licensor will refer any and all orders or inquiries from potential customers within the Territory to Licensee, who shall be responsible for the fulfillment of such orders;

(g) all Software as provided by Licensor can be downloaded from the Apple App Store and used to order cannabis products in the state of California. The Software is further authorized and licensed with Apple to and receive payment through the Apple App Store for purposes of delivery of cannabis and related products in the state of California;

(h) when used in accordance with the Documentation, all Software as provided by Licensor will be fully operable, meet all applicable specifications, and function in all respects, in conformity with this Agreement and the Documentation; and

(i) no Maintenance Release or New Version will have a material adverse effect on the functionality or operability of the Software.

If the Licensor breaches any of the warranties set forth in this Section, Licensor shall immediately, upon written notice from Licensee and at Licensor's sole cost and expense, remedy such breach. In the event Licensor fails to remedy such breach within five (5) Business Days of such notice, Licensee shall be entitled to any and all such remedies as may be available under this Agreement, at law, and/or in equity for such breach. Nothing in this Section shall limit the right to indemnification pursuant to Section 13.1.

12.4 Representations and Warranties of Licensee. Licensee and HFI, jointly and severally, represent and warrant to Licensor and the Owners, as of the Effective Date and as of the date on which any Multiple Voting Shares are issued and delivered to Licensor or the Owners:

(a) the Multiple Voting Shares to be issued to Licensor or the Owners pursuant to this Agreement and the Subscription Agreement (and any other documents, agreements, instruments or deeds related to the issuance of Multiple Voting Shares in accordance with this Agreement) are or will be duly authorized and issued;

(b) other than the US legend as provided for in the Subscription Agreement, there is no agreement or commitment to give or create any Encumbrance over or affecting any of the Multiple Voting Shares;

(c) the Multiple Voting Shares have been, or will be, authorized and issued without violation of any applicable law;

(d) all share certificates or other documents of title (by whatever name called) issued to Licensor or the Owners and evidencing Licensor or the Owners as the legal and beneficial owners of the Multiple Voting Shares, are or will be duly stamped/executed in compliance with applicable law; and

(e) Licensee and HFI have provided Licensor with copies of the Constitutive Documents in the form such documents exist as of the Effective Date. The Constitutive Documents have each been duly approved, authorized and/or issued in accordance with

applicable law. For the duration of the Term, Licensee and HFI shall ensure that no material amendments are made to the Constitutive Documents without the approval of Licensor.

12.5 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS AGREEMENT.

13. Indemnification.

13.1 Indemnification by Licensor. Licensor shall indemnify, defend, and hold harmless Licensee and each Licensee Affiliate, and each of their respective officers, directors, employees, agents, successors and permitted assigns (each, a “**Licensee Indemnitee**”) from and against any and all Losses incurred by the Licensee Indemnitee resulting from any Action by a third party:

(a) that the Intellectual Property Rights and Software or Documentation, or any use of the Intellectual Property Rights and Software or Documentation in accordance with this Agreement, infringes or misappropriates such third party’s Intellectual Property Rights;

(b) Licensor’s breach of any representation, warranty, covenant, or obligation of Licensor under this Agreement (including any action or failure to act by any Licensor contractor that, if taken or not taken by Licensor, would constitute such a breach by Licensor); or

(c) any negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance of any Services or other activity required of, or performed by or on behalf of, Licensor or any Licensor contractor under this Agreement.

13.2 Indemnification by Licensee. Licensee and HFI, jointly and severally, shall indemnify, defend, and hold harmless Licensor and each of Licensor’s Affiliates, and each of their respective officers, directors, employees, agents, successors and permitted assigns (each, a “**Licensor Indemnitee**”) from and against any and all Losses incurred by the Licensor Indemnitee resulting from:

(a) Licensee’s breach of any representation, warranty, covenant, or obligation of Licensee under this Agreement; or

(b) any negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the exercise of any rights under this Agreement, including the use of the Intellectual Property Rights, by the Licensee, the Licensee Affiliates or any Person authorized thereby.

13.3 Indemnification Procedure. A Party which seeks indemnification pursuant to this Section (the “**Indemnified Party**”) shall notify each relevant indemnifying Party (the “**Indemnifying Party**”) in writing of any Action or instance for which such Indemnified Party believes it or its respective indemnitees is entitled to be indemnified pursuant to Section 13.1 this Section and cooperate with the Indemnifying Party at the Indemnifying Party’s sole cost and expense. The Indemnifying Party shall promptly assume control of the defense and investigation of such Action (as applicable) and shall employ counsel reasonably acceptable each Indemnified Party to handle and defend the same, at the Indemnifying Party’s sole cost and expense. The Indemnified Party may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnifying Party shall not settle any Action on any terms or in any manner that adversely affects

the rights of any Licensee Indemnitee or Licensor Indemnity (as applicable) without the Indemnified Party's prior written consent. The Indemnified Party's failure to perform any obligations under this Section will not relieve the Indemnifying Party of its obligations under this Section 13 except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure.

13.4 Mitigation.

(a) If any Intellectual Property Rights and Software or any component thereof is claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Licensee's or any other Licensee Indemnitee's use of any Intellectual Property Rights and Software or any component thereof is enjoined or threatened to be enjoined, Licensor shall, at Licensor's sole cost and expense, utilize reasonable efforts to:

(i) obtain the right for all Licensee Indemnitees to continue to use such Intellectual Property Rights and Software to the full extent contemplated by this Agreement; or

(ii) modify or replace the materials that infringe or are alleged to infringe ("**Allegedly Infringing Materials**") to make the Intellectual Property Rights and Software and all of its components (as so modified or replaced) non-infringing while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Intellectual Property Rights and Software under this Agreement; or

(iii) if neither of the foregoing ((a)(i) or (a)(ii)) is possible notwithstanding Licensor's reasonable efforts, then Licensor may, by written notice to Licensee, direct all Licensee Indemnitees to cease any and all use of materials that have been enjoined or finally adjudicated as infringing, provided that Licensor shall refund to Licensee all amounts paid by Licensee in respect of such Allegedly Infringing Materials and any other parts, features or functions of the Intellectual Property Rights and Software, Documentation, or Services that Licensee cannot reasonably use as intended under this Agreement; and

(iv) at its sole cost and expense, secure the right for all Licensee Indemnitees to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the Licensee Indemnitees to replace the affected features of the Intellectual Property Rights and Software without disruption; and

(b) if none of the remedies set forth in Section 13.4(a) or Section 13.4(a)(iii) is reasonably available with respect to the Allegedly Infringing Materials, Licensor may terminate this Agreement, including the rights and licenses granted pursuant to Section 2, and Licensor shall refund to Licensee a pro rata amount of the License Fees paid hereunder that corresponds to the Allegedly Infringing Materials' portion of the overall value of the Intellectual Property Rights granted for use to the Licensee hereunder.

The remedies set forth in this Section 13.4 are in addition to, and not in lieu of, all other remedies that may be available to Licensee, including the indemnification rights under this Section 13.

14. Limitations of Liability.

14.1 EXCLUSION OF INDIRECT DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

14.2 CAP ON MONETARY LIABILITY. EXCEPT FOR LICENSEE'S PAYMENT OBLIGATIONS PURSUANT TO THIS AGREEMENT, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF EITHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE FAIR MARKET VALUE OF THE LICENSE FEES AT THE TIME THEY WERE PAID TO THE LICENSOR.

15. Term and Termination.

15.1 Term. The initial term of this Agreement commences as of the Effective Date and continues in effect until two (2) years from such date unless terminated earlier pursuant to any of its express provisions (the "**Initial Term**").

15.2 Renewal. Unless this Agreement is terminated earlier pursuant to any of its express provisions, this Agreement automatically renews for additional successive one (1) year terms unless Licensee provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term (each a "**Renewal Term**" and together with the Initial Term, collectively, the "**Term**").

15.3 Termination.

This Agreement may be terminated in the following instances, in which case, Licensee's rights to utilize the Intellectual Property Rights, Software and Documentation shall terminate forthwith:

(a) Licensee may terminate, at any time without cause, and without incurring any obligation, liability, or penalty by reason of such termination, all or any of: (i) this Agreement; (ii) the rights and license granted by Licensor hereunder; and (iii) the Services, in each case (subclause (i), (ii), and (iii)) by providing at least thirty (30) days' prior written notice to Licensor;

(b) Any Party may terminate this Agreement, effective on written notice to the other Parties, if any other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) Licensor may terminate this Agreement with immediate effect in the event of:

(i) the liquidation, dissolution or winding up of the Licensee or HFI, or the passing of any resolution or filing of any petition in relation to any of the foregoing;

(ii) the application for the appointment of a receiver for either the Licensee or HFI;

(iii) the making of any general assignment for the benefit of either the Licensee's or HFI's creditors; or

(iv) the sale or transfer (either voluntary, involuntarily or by operation of law or contract) of: (I) a majority of the equity interests in either the Licensee or HFI; or (II) substantially all of the assets of either the Licensee or HFI.

15.4 Effect of Expiration or Termination.

(a) Within seven (7) Business Days after the effective date of any expiration or termination of the Agreement or any Services, Licensor will:

(i) provide reasonable cooperation and assistance to Licensee in transitioning the terminated Services to an alternate service provider;

(ii) surrender the License Fees back to the Licensee if this Agreement was terminated by Licensee in accordance with Section 15.3(b). In all other cases, the License Fees shall remain the property of the Licensor.

(b) As soon as reasonably possible after termination, the Receiving Party shall: (i) return to the Disclosing Party all documents and tangible materials containing, reflecting, incorporating or based on the Disclosing Party's Confidential Information and (ii) permanently erase the Disclosing Party's Confidential Information from its computer systems, except, in each case, to the extent that the Receiving Party requires or will require such Confidential Information to exercise any of its surviving rights or to perform any of its surviving obligations under this Agreement.

15.5 Survival. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 10, Section 11.1, Section 12, Section 13, Section 14, Section 15.4, Section , and this Section.

16. Right of Offer. During the Term (the "**ROO Period**"), Licensor shall not, directly, indirectly, or through an Affiliate, enter into any agreement or consummate any transaction relating to a Sale Event with any Person other than Licensee.

16.1 "**Sale Event**" means: (a) the liquidation, dissolution, sale, transfer, or other disposition of any of the material assets of the Licensor, including the Intellectual Property Rights and Software; (b) the sale, transfer, or other disposition of a majority of the Licensor's capital interests; or (c) the merger or consolidation of the Licensor with or into another entity other than with the Licensee as stipulated in this Section 16.

16.2 The Licensee may, at any time during the ROO Period, offer to the Owners, and the Owners hereby agree to accept, to purchase all of the assets and business of the Licensor (including the Intellectual Property Rights and Software), or all of the equity interests in Licensor (the "**Right of Offer**") for a purchase price of US\$1.5 million (the "**Purchase Price**"). The date upon which the Licensee notifies the Licensor of its intention to exercise this Right of Offer is hereby defined as the "**ROO Effective Date.**"

The Purchase Price shall be satisfied on behalf of Licensee by HFI via the issuance of Multiple Voting Shares to the Licensor subject to requisite exchange and shareholder approval (if

required), which Licensee and HFI shall use their best endeavors to procure. The number of Multiple Voting Shares that shall be issued to the Licensor, the Owners or their designee(s) (if any) pursuant to this Section shall be based on the following formula:

$$X = (\text{Purchase Price (converted into Canadian \$ at the prevailing exchange rate published by the United States Treasury Department as of the close of trading on the ROO Effective Date)} \div Y) / 10$$

Where:

X=the number of Multiple Voting Shares to be issued; and

Y=Canadian \$0.05 (subject to approval by the Canadian Securities Exchange).

16.3 On the ROO Effective Date, or as soon as reasonably practicable thereafter, HFI shall instruct its transfer agent to issue a DRS statement evidencing the number of Multiple Voting Shares required pursuant to this Section 16 to the possession of Licensor, and each relevant Party shall execute and deliver any other documents, certificates or instruments necessary to give effect to the transfers or issuance of ownership in the assets to be transferred pursuant to this Section 16.

17. Miscellaneous.

17.1 Effect of Licensor Bankruptcy. All rights and licenses granted by Licensor under this Agreement are and will be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Agreement, including all Software, Documentation and Work Product, is and will be deemed to be “embodiment[s]” of “intellectual property”, for purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the “Code”) (11 U.S.C. § 365(n)). Licensee shall have the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency, and similar laws with respect to this Agreement and the subject matter hereof. Without limiting the generality of the foregoing and notwithstanding anything to the contrary, Licensor acknowledges and agrees that, if Licensor becomes subject to any bankruptcy or similar proceeding:

(a) subject to Licensee’s rights of election, all rights and licenses granted to Licensee under this Agreement will continue subject to the terms and conditions hereof, and will not be affected, even by Licensor’s rejection of this Agreement;

(b) Licensee shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in Licensee’s possession, will be promptly delivered to Licensee, unless Licensor elects to and does in fact continue to perform all of its obligations under this Agreement; and

(c) Licensee may reverse engineer, disassemble, decompile, decode, adapt, develop, modify, and maintain the Software (in object code and Source Code form) and make any related modifications to the Documentation, and use all resulting corrections, repairs, translations, enhancements, and other derivative works and improvements.

17.2 Further Assurances. On a Party’s reasonable request, the other Parties shall, at the requesting Party’s sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

17.3 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and no Party shall have authority to contract for or bind any other Party in any manner whatsoever.

17.4 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement have binding legal effect only if in writing and addressed to a Party as follows (or to such other address or such other person that such Party may designate from time to time in accordance with this Section).

If to Licensor:

Attention: William Gillespie
Address: 17322 Murphy Avenue, Irvine, CA 92614
Email: billg@smsgsales.com

If to Licensee:

Attention: CFO c/o Edward Abella
Address: 77 King St West suite 2905, Toronto ON M6S4A8
Email: eabella@nutritionalhigh.com

If to the Owners:

Attention: William Gillespie
Address: 17322 Murphy Avenue, Irvine, CA 92614
Email: billg@smsgsales.com

If to HFI:

Attention: CFO c/o Edward Abella
Address: 77 King St West suite 2905, Toronto ON M6S4A8
Email: eabella@nutritionalhigh.com

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next Business Day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

17.5 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, attachments, and appendices mean the sections of, and exhibits, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any

successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

17.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

17.7 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

17.8 Assignment.

(a) No Party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other Parties' prior written consent, which consent shall not unreasonably be withheld or delayed; except that Licensee shall have the right, without Licensor's consent, to assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement: (i) to any of its Affiliates; (ii) in connection with any merger, consolidation or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity); or (iii) in connection with a sale of all or substantially all of Licensee's business or assets relating to this Agreement to an unaffiliated third party.

(b) Licensee shall have the right to terminate this Agreement or any and all Services under this Agreement pursuant to Section 15.3(a) if Licensor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Licensor of any of such obligations or performance. The effects of any termination of this Agreement pursuant to this Section, including the resulting rights and obligations of the Parties, shall be governed by Section 15.4.

(c) Any purported assignment, delegation, or transfer in violation of this Section 17.8 is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

17.9 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement, and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17.10 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any competent jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any

other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

17.11 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California, USA, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California, USA, including any international treaty. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California, USA, in each case located in the State of California, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. The Parties acknowledge and agree that this Agreement was made in California, USA. Notwithstanding the foregoing, any Party may seek equitable and/or emergency relief, such as an injunction, in a court of competent jurisdiction prior to or during the dispute resolution process in order to preserve the status quo and protect its interests during such process.

17.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 10 or Section 11.1 may cause one or more of the other Parties irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the harmed Party/Parties will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

17.13 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by any Party hereto against another Party arising out of or related to this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

17.14 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

NUTRITIONAL HIGH LLC:

By: (Signed) "John Durfy"

Printed: John Durfy

Title: CEO

HIGH FUSION INC.:

By: (Signed) "John Durfy"

Printed: John Durfy

Title: CEO

MJ DIRECT INC.:

By: (Signed) "William G. Gillespie"

Printed: William G. Gillespie

Title: CEO

MJ DIRECT INC.:

By: (Signed) "James A Gillespie"

Printed: James A Gillespie

Title: CFO

WILLIAM GILLESPIE

 (Signed) "William Gillespie"

JAMES GILLESPIE

 (Signed) "James A Gillespie"

EXHIBIT A TO LICENSE AGREEMENT

LICENSE SCHEDULE

1. **LICENSED PROPERTY:** The following Marks, the goodwill appurtenant thereto, and related intellectual property rights are provided to Licensee under the terms and conditions of this Agreement.



2. **LICENSED PRODUCTS:**

- a. MJDirect.com web site at (www.mjdirect.com) and source code.
- b. MJDirect Apple App iOS build version 1.0, 1.1 and 2.0 and all future versions.
- c. Apple Developer program account:
 - App Name: MJ Direct
 - App SKU: com.MJDirectInc
 - App Apple ID: [REDACTED]
- d. MJDirect.com App Store Listing.
- e. MJDirect Android Developer program account (if developed).

3. **SUPPORT SERVICES:** The Licensor shall provide on line and telephone support to the Licensee on a 7/24 basis;

4. **LICENSE PERIOD:** The License set forth in this Agreement shall commence on the Effective Date and shall continue for a term of two (2) years (“Term”), unless terminated by any Party in accordance with Section 15.

5. **LICENSED TERRITORY:** Licensee is granted an exclusive territorial license to use the Licensed Products listed in paragraph 2 above bearing the Licensed Property detailed in paragraph 1 above in the adult and medical use markets in the United States of America, only. UNDER NO CIRCUMSTANCES DOES THIS AGREEMENT, OR THE LICENSE GRANTED HEREUNDER, GRANT ANY RIGHTS OUTSIDE OF THE UNITED STATES OF AMERICA. All applicable Laws must be followed, including laws related to transportation.

6. **LICENSE FEES:** HFI, on behalf of the Licensee, will remit, issue or transfer 6,750,000 Multiple Voting Shares to the Licensor.