STATEMENT OF EXECUTIVE COMPENSATION

(for the year ended March 31, 2023)

The following information is presented by Atlas Global Brands Inc. ("**Atlas** or the "**Company**") in accordance with National Instrument Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers* ("**Form 51-102F6V**").

Summary Compensation Table

The following table provides a summary of the compensation earned in respect of the Company's financial year ended December 31, 2021 and March 31, 2023 (after giving effect to a change in the Company's year end from December 31 to March 31), by each director (who is not a Named Executive Officer) and each "Named Executive Officer".

A "Named Executive Officer" is (i) any individual who served as Chief Executive Officer during any part of the most recently completed financial year, including an individual who performed functions similar to a chief executive officer, (ii) any individual who served as Chief Financial Officer during any part of the most recently completed financial year, including an individual who performed functions similar to a chief financial officer, (iii) in respect of the Company and its subsidiaries, the most highly compensated executive officer, other than those individuals identified in (i) and (ii) at the ending of the most recently completed financial year whose total compensation was more than $150,000, as determined in accordance with applicable securities laws, and (iv) each individual who would be a named executive officer under (iii) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year.

Total of compensation excluding compensation securities							
Name and Principal Position	**Year**	**Salary or consulting fees ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of prerequisites ($)**	**Value of all other compensation ($)**	**Total compensation($)**
Named Executive Officers							
Bernie Yeung (CEO - Atlas Global Brands Inc.)[3]	Mar. 31, 2023[1] Dec. 31, 2021[2]	$58,000[4] N/A	$50,000[8] N/A	N/A N/A	$3,300[5] N/A	$2,973[21] N/A	$114,273 N/A
Jason Cervi (CFO - Atlas Global Brands Inc.)[6]	Mar. 31, 2023[1] Dec. 31, 2021[2]	$44,615[7] N/A	$50,000[8] N/A	N/A N/A	$2,550[5] N/A	- N/A	$132,165 N/A
Jeffrey Gossain (COO - Atlas Global Brands Inc.)[9]	Mar. 31, 2023[1] Dec. 31, 2021[2]	$63,000[9] N/A	$50,000[8] N/A	N/A N/A	- N/A	$3,832[21] N/A	$116,832 N/A

Total of compensation excluding compensation securities							
Name and Principal Position	Year	Salary or consulting fees ($)	Bonus ($)	Committee or meeting fees ($)	Value of prerequisites ($)	Value of all other compensation ($)	Total compensation($)
Sheldon Croome (Interim CEO - Atlas Global Brands Inc.)[(10)]	Mar. 31, 2023[(1)] Dec. 31, 2021[(2)]	$59,982[(11)] N/A	$5,000-[(8)] N/A	N/A N/A	- N/A	$1,487[(21)] N/A	$66,469 N/A
Peter Van Mol (Interim CFO - Atlas Global Brands Inc. and CFO of AgMedica)[(12)]	Mar. 31, 2023[(1)] Dec. 31, 2021[(2)]	$46,154[(13)] N/A	- N/A	N/A N/A	$4,800[(5)] N/A	$95[(21)] N/A	$51,049 N/A
Trevor Henry (Atlas Global Brands Inc. – Director and CEO of AgMedica)[(18)]	Mar. 31, 2023[(1)] Dec. 31, 2021[(2)]	$57,692 [(18)] N/A	- N/A	N/A N/A	$4,800[(5)] N/A	$95[(21)] N/A	$62,587 N/A
Scott Ackerman (President, CEO, Corporate Secretary and Director of Silver Phoenix Resources ("SPR")[(14)]	Mar. 31, 2023[(1)] Dec. 31, 2021[(2)]	N/A -	N/A -	N/A -	N/A -	N/A -	N/A -
Doug McFaul (CFO and Director – SPR)[(15)]	Mar. 31, 2023[(1)] Dec. 31, 2021[(2)]	N/A -	N/A -	N/A -	N/A -	N/A -	N/A -
Directors (who are not also Named Executive Officers)							
Elan McDonald (Director - Atlas Global Brands Inc.)[(16)]	Mar. 31, 2023[(1)] Dec. 31, 2021[(2)]	- N/A	- N/A	- N/A	- N/A	- N/A	- N/A
Cale Alacer (Director - Atlas Global Brands Inc.)[(17)]	Mar. 31, 2023[(1)] Dec. 31, 2021[(2)]	- N/A	- N/A	- N/A	- N/A	- N/A	- N/A
Brent Ackerman (SPR – Director)[(19)]	Mar. 31, 2023[(1)] Dec. 31, 2021[(2)]	N/A -	N/A -	N/A -	N/A -	N/A -	N/A -
Rick Cox (SPR – Director)[(20)]	Mar. 31, 2023[(1)] Dec. 31, 2021[(2)]	N/A -	N/A -	N/A -	N/A -	N/A -	N/A -

(1) On February 28, 2023, the Company provided notice pursuant to Section 4.8 of NI 51-102 that it changed its financial year-end from December 31 to March 31; accordingly, references to the financial year ended March 31, 2023 refer to the 15-month period ended March 15, 2023.
(2) Applies to the 12-month period ended December 31, 2021.
(3) Mr. Yeung was appointed as CEO on January 31, 2023.
(4) Mr. Yeung was entitled to an annualized base salary of $260,000.00 from the date of employment being January 2, 2023 until June 30, 2023. On July 1, 2023, Mr. Yeung's annualized base salary increased to $300,000.
(5) Each of Mr. Yeung, Mr. Henry and Mr. Van Mol is entitled to receive $1,500 per month as compensation for the use of a personal vehicle and $100 per month as compensation for the of a personal cell phone. Mr. Cervi is entitled to receive $750 per month as compensation for the use of a personal vehicle and $100 per month as compensation for the of a personal cell phone Amount disclosed represents the value of the perquisites paid for the period from the earlier of the appointment and January 1,2023 to March 31, 2023.
(6) Mr. Cervi was appointed as CFO on January 31, 2023.
(7) Mr. Cervi is entitled to an annualized salary of $200,000.

(8) Each of Mr. Yeung and Mr. Cervi received a one-time cash bonus of $50,000 and Mr. Gossain received a one-time cash bonus of $45,000 upon the successful completion of key strategic initiatives including execution of the definitive agreement to acquire GreenSeal Cannabis Ltd and GreenSeal Nursery Ltd., the exclusive licensing agreement with Snoop Dogg, as well as completing the plans for the organizational re-design of Atlas Global. Mr. Croome received a $5,000 cash bonus payment in relation to the settlement of an award granted to him in his previous capacity as CEO of Atlas Biotechnologies Inc.
(9) Mr. Gossain was appointed as COO of Atlas as of December 30, 2022 and ceased to be engaged by the Company as of June 6, 2023. For services rendered by Mr. Gossain, Mr. Gossain was paid an annualized fee of $240,000 (plus GST/HST) per annum.
(10) For a transitional period following the RTO, Mr. Croome was appointed as Interim Chief Executive Officer of the Company for the period from January 3, 2023 to January 31, 2023. Mr. Croome tendered his resignation as Interim Chief Executive Officer effective January 31, 2023.
(11) During the period in which Mr. Croome served as Interim Chief Executive Officer of the Company, Mr. Croome was paid an annualized salary of $175,000 pursuant to the terms and conditions a transitional services agreement between Mr. Croome and Atlas Growers Ltd., an indirect wholly-owned subsidiary of the Company.
(12) For a transitional period following the RTO, Mr. Van Mol was appointed as Interim Chief Financial Officer of the Company for the period from January 10, 2023 to January 31, 2023. Mr. Van Mol was appointed as a director of the Company upon completion of the RTO on December 30, 2022
(13) Mr. Van Mol was entitled to an annualized salary of $200,000 as Chief Financial Officer of AgMedica Bioscience Inc. ("**AgMedica**"), a wholly-owned subsidiary of the Company, pursuant to the terms and conditions an employment agreement between Mr. Van Mol and AgMedica. Mr. Van Mol did not receive any additional compensation during the period in which he acted as Interim Chief Financial Officer of the Company.
(14) Mr. S. Ackerman resigned as President, Chief Executive Officer and Corporate Secretary and as a director of SPR upon completion of the RTO on December 30, 2022.
(15) Mr. McFaul resigned as Chief Financial Officer and as a director of SPR upon completion of the RTO on December 30, 2022.
(16) Ms. McDonald was appointed as a director of the Company upon completion of the RTO on December 30, 2022.
(17) Mr. Alacer was appointed as a director of the Company upon completion of the RTO on December 30, 2022.
(18) Mr. Henry was entitled to an annualized salary of $250,000 as CEO of AgMedica. Mr. Henry resigned as CEO of AgMedica as of May 31, 2023. Mr. Henry was as appointed as a director of the Company upon completion of the RTO on December 30, 2022.
(19) Mr. B. Ackerman resigned as a director of the Company upon completion of the RTO on December 30, 2022.
(20) Mr. Cox resigned as a director of the Company upon completion of the RTO on December 30, 2022.
(21) Consists of non-cash taxable benefits for use of company paid vehicles, in the case of Messrs Yeung, Gossain and Croome and taxable benefits for company paid insurance premiums, in the case of Messrs. Van Mol and Henry.

Stock Options and Other Compensation Securities

The following table sets forth details of all compensation securities granted or issued to each director and Named Executive Officer by the Company or one its subsidiaries in the most recently completed financial year for services provided or to be provided, directly or indirectly, to the Company or any its subsidiaries.

Compensation Securities							
Name & Position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and percentage of class**	**Date of issue or grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)[1]**	**Closing price of security or underlying security at year end ($)**	**Expiry Date**
Named Executive Officers							
Bernie Yeung (CEO - Atlas Global Brands Inc.)	Options	1,200,000	11-Jan-23	$1.00	$1.00	$0.46	5 years
	RSUs	300,000	30-Dec-22	N/A	$1.00		5 years
Jason Cervi (CFO - Atlas Global Brands Inc.)	Options	600,000	30-Dec-22	$1.00	$1.00	$0.46	5 years

Compensation Securities							
Name & Position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and percentage of class**	**Date of issue or grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)(1)**	**Closing price of security or underlying security at year end ($)**	**Expiry Date**
Sheldon Croome (Interim CEO and Director - Atlas Global Brands Inc.)	Options	1,553,434	30-Dec-22	$1.00	$1.00	$0.46	5 years
Peter Van Mol (Interim CFO and Director - Atlas Global Brands Inc. and CFO of AgMedica)	Options	1,218,955	30-Dec-22	$1.00	$1.00	$0.46	5 years
Jeffrey Gossain - COO Atlas Global Brands Inc.) (9)	Options RSUs	1,753,433 300,000	30-Dec-22 30-Dec-22	$1.00 N/A	$1.00 $1.00	$0.46 $0.46	06-Jun-23 06-Jun-23
Trevor Henry (Atlas Global Brands Inc. – Director and CEO of AgMedica)	Options	1,218,955	30-Dec-22	$1.00	$1.00	$0.46	5 years
Directors (who are not Named Executive Officers)							
Elan McDonald (Director - Atlas Global Brands Inc.)	Options	200,000	30-Dec-22	$1.00	$1.00	$0.46	5 years
Cale Alacer (Director - Atlas Global Brands Inc.)	Options	200,000	30-Dec-22	$1.00	$1.00	$0.46	5 years

Notes:
(1) The Shares began trading on the CSE on January 13, 2023.

No compensation securities were exercised by a Named Executive Officer or director during the most recently completed financial year.

Stock Option Plans and Other Incentive Plans

The Company adopted a long-term incentive plan as of July 28, 2022, when it was approved by shareholders (the "**Long-Term Incentive Plan**"). The Long-Term Incentive Plan will be presented at the Company's annual meeting in 2025 for shareholder approval, in accordance with the policies of the CSE.

In addition, the Company's wholly-owned subsidiary, Cambrosia Ltd., an entity governed by the laws of Israel adopted a stock option plan prior to its acquisition by Atlas in December 2022 (the "**Cambrosia Stock Option Plan**"). The Cambrosia Stock Option Plan will continue until such time as all of the Legacy Options (as defined below) are exercised or lapse.

There are presently 7,491,344 Options outstanding under the Long-Term Incentive Plan 2,621,027 options outstanding under the Cambrosia Stock Option Plan (the "**Legacy Options**"), each of which is exercisable for common shares of the Company.

The Long Term Incentive Plan

The following is a summary of the principal terms of the Long-Term Incentive Plan.

Under the Long-Term Incentive Plan, the Board may grant Options to purchase Shares of the Company to any Employee, Consultant or Director ("**Eligible Participant**"). The purpose of the Plan is to provide the Company with a mechanism to attract, retain and motivate qualified Employees, Consultants and Directors of the Company and its Designated Affiliates, to reward such Employees, Consultants and Directors who are granted Awards under the Plan by the Board from time to time for their contributions toward the long term goals and success of the Company and to align the interests of such Employees, Consultants and Directors with those of the Company's shareholders.

Under the Plan, the maximum number of Common Shares reserved for issuance, including Options currently outstanding, is equal to ten (10%) percent of the Common Shares outstanding from time to time (the "**10% Maximum**"). The 10% Maximum is an "evergreen" provision, meaning that, following the exercise, termination, cancellation or expiration of any Options, a number of Common Shares equivalent to the number of Options so exercised, terminated, cancelled or expired would automatically become reserved and available for issuance in respect of future Option grants.

The number of Common Shares which may be the subject of Options on a yearly basis to any one person cannot exceed five (5%) percent of the number of issued and outstanding Shares at the time of the grant. Options may be granted to any employee, Officer, Director, consultant, affiliate or subsidiary of the Company exercisable at a price which is not less than the market price of common shares of the Company on the date of the grant. The Directors may, by resolution, determine the time period during which any Option may be exercised (the "**Exercise Period**"), provided that the Exercise Period does not contravene any rule or regulation of such exchange on which the Common Shares may be listed. All Options will terminate on the earliest to occur of (a) the expiry of their term; (b) the date of termination of an optionee's employment, office or position as Director, if terminated for just cause; (c) ninety (90) days (or such other period of time as permitted by any rule or regulation of such exchange on which the Common Shares may be listed) following the date of termination of an optionee's position as a Director or NEO, if terminated for any reason other than the optionee's disability or death; (d) thirty (30) days following the date of termination of an optionee's position as a consultant engaged in investor relations activities, if terminated for any reason other than the optionee's disability, death, or just cause; and (e) the date of any sale, transfer or assignment of the Option.

Options are non-assignable and are subject to early termination in the event of the death of a participant or in the event a participant ceases to be a NEO, Director, employee, consultant, affiliate, or subsidiary of the Company, as the case may be. Subject to the foregoing restrictions, and certain other restrictions set out in the Option Plan, the Board is authorized to provide for the granting of Options and the exercise and method of exercise of options granted under the Option Plan.

The Board may, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant RSUs to any Eligible Participant. The terms and conditions of each RSU grant will be evidenced by an Award Agreement. Unless otherwise specified in the Award Agreement, RSUs will vest on the third (3rd) anniversary of the Date of Grant, subject to the Participant's Termination Date not occurring prior to the date on which the RSUs vest, or as otherwise approved by the Board. Unless otherwise specified in the Award Agreement, as soon as practicable following the expiry of the applicable vesting period, or at such later date as may be determined by the Board in its sole discretion at the time of grant, the Company will issue to the Participant one fully paid and nonassessable Share in respect of each vested RSU; provided, however, that the Board may, in its sole discretion, elect to settle the vested RSUs in a cash payment equal to the number of vested RSUs multiplied by the Market Price of a Share on the vesting date. The payment date for any RSUs in respect of which the Board may elect to settle in cash shall not extend beyond December 31 of the third calendar year following the calendar year in which the services giving rise to the Award were rendered.

The Board may, from time to time, subject to the provisions of the Plan and such other terms and conditions as the Board may prescribe, grant PSUs to any Eligible Participant. The terms and conditions of each PSU grant will be evidenced by an Award Agreement. The Award Agreement in respect of an Award of PSUs will specify the applicable Performance Period, the applicable Performance Criteria, the weighting of each Performance Criteria (if there is more than one Performance Criteria), and how the Performance Multiplier will be applied to each Performance Criteria based on the applicable level of achievement. Unless otherwise specified in the Award Agreement, PSUs will vest on the third (3rd) anniversary of the Date of Grant, subject to the Participant's Termination Date not occurring prior to the date on which the PSUs vest or as otherwise approved by the Board. Unless otherwise specified in the Award Agreement, as soon as practicable following the applicable Performance Period, or at such later date as may be determined by the Board in its sole discretion at the time of grant, the Company will issue to the Participant one fully paid and nonassessable Share in respect of each vested PSU; provided, however, that the Board may, in its sole discretion, elect to settle the vested PSUs in a cash payment equal to the number of vested PSUs multiplied by the Market Price of a Share on the vesting date. The payment date for any PSUs in respect of which the Board may elect to settle in cash shall not extend beyond December 31 of the third calendar year following the calendar year in which the services giving rise to the Award were rendered.

The Board may from time to time, without notice and without approval of the holders of voting shares of the Company, amend, modify, change, suspend or terminate the Plan or any Awards granted pursuant to the Plan as it, in its discretion determines appropriate, provided, however, that no such amendment, modification, change, suspension or termination of the Plan or any Awards granted hereunder may materially impair any rights of a Participant or materially increase any obligations of a Participant under the Plan without the consent of the Participant, unless the Board determines such adjustment is required or desirable in order to comply with any applicable laws, including Securities Laws or Exchange requirements.

In determining the number of options, RSUs or PSUs to be granted to directors or executive officers, including the NEOs, the Board will take into account, among other things, individual performance, company performance and base salary against the market rate for similarly experienced personnel.

The Cambrosia Stock Option Plan

The following is a summary of the principal terms of the Cambrosia Stock Option Plan.

The Cambrosia Stock Option Plan is administered by the Cambrosia Board or any committee thereof (the "**Administrator**"). Directors, officers, employees, service providers, advisors and consultants of Cambrosia and its affiliates are eligible to receive option grants under the Cambrosia Stock Option Plan.

The number of ordinary shares that may be issued on the exercise of options granted under the Cambrosia Stock Option Plan shall be determined from time to time by the Cambrosia Board.

The exercise price shall be determined by the Administrator at the time of grant. In the event the exercise price was not determined and provided that the Cambrosia shares are listed on any stock market, the exercise price of an option shall be equal to the closing price of such share on such stock market for the last trading day before the date of grant of such option.

Vesting of options granted under the Cambrosia Stock Option Plan is at the discretion of the Administrator. Unless determined otherwise by the Administrator, the vesting period pursuant to which the relevant option/restricted share will be fully vested four years from the date of grant, such that 25% shall vest on the first anniversary of the date if grant and 75% shall vest in 12 additional quarterly installments. The Administrator has full authority to determine at any time any provisions regarding the acceleration of the vesting period.

Unless determined otherwise by the Administrator, all options shall have a term of seven (7) years. In the event of cessation of service or employee-employer relationship ("**Cessation**"), as the case may be, all options theretofore granted to such Grantee, unless determined otherwise by the Administrator, shall terminate as follows: (a) unvested options shall terminate immediately; (b) in the event of a Cessation of Service due to death or disability any vested options shall be exercisable by any guardian, legal representative, estate or other person to whom the rights to the options are transferred by will or by laws of descent or distribution, at any time until the lapse of 12 months from the date of Cessation (but in no event after the expiration date of such options), and shall thereafter terminate; (c) in any other case (except for "Cause") shall be exercisable at any time until the lapse of three months from the date of Cessation; Notwithstanding the aforesaid, if the grantee's Cessation is for Cause, all of the options whether vested or not shall ipso facto expire immediately and be of no legal effect.

For the purposes of the Cambrosia Option Plan, "**Cause**" means (i) breach of the grantee's duty of loyalty towards Cambrosia, or (ii) breach of the grantee's duty of care towards Cambrosia, or (iii) the commission of any flagrant criminal offense by the grantee, or(iv) the commission of any act of fraud, embezzlement or dishonesty towards Cambrosia by the grantee, or(v) any unauthorized use or disclosure by the grantee of confidential information or trade secrets of Cambrosia, or (vi) involvement in a transaction in connection with the performance of duties to Cambrosia which transaction is adverse to the interests of Cambrosia and which is engaged in for personal profit, or (vii)any other intentional misconduct by the grantee (by act or omission) adversely affecting the business or affairs of the Cambrosia in a material manner, or any act or omission by the grantee which would allow for the termination of the grantee's employment without severance pay, according to Applicable Laws (including the Israeli Severance Pay Law, 1963), or any similar provision of law in the jurisdiction in which the grantee is employed.

Employment, Consulting and Management Agreements

A description of the material terms of the agreement or arrangement under which the Company or any of its subsidiaries provided compensation to a Named Executive Officers or director during the most recently completed financial year is set out below:

Bernie Yeung. Effective January 2, 2023, the Company entered into an employment agreement with Mr. Yeung pursuant to which, Mr. Yeung was retained to perform services as the Company's Chief Executive Officer, subject to receipt of Health Canada security clearance. For services rendered by Mr. Yeung under this Agreement, Mr. Yeung is paid a salary of $260,000, until the Salary Trigger Date, following which his salary shall be increased to $300,000 annually. The "**Salary Trigger Date**" shall occur on the earlier of (a) completion of one or a series of offerings pursuant to which the Company raises am aggregate amount of no less than $5 million through the sale of the Company's equity securities, (b) the Company's consolidated adjusted EBITDA (excluding extraordinary items) being positive for at least one full calendar month, or (c) July 1, 2023. Mr. Yeung was eligible to participate in the senior management bonus program and receive a bonus of up to 50% of his Consulting Fee (weighted equally between corporate performance and individual performance). Additionally, Mr. Yeung is entitled to receive a bonus (a) to be determined in respect of the first six months performance of the Company in the 2023 financial year, as determined in the discretion of the Board of Directors of the Company, and (b) equal to 2% of the cash raised by the Company (excluding such funds committed to the Company prior to the closing of the reverse takeover transaction involving the Company), up to a maximum of $100,000. Mr. Yeung is entitled to receive $1,500 a month as compensation for use of his vehicle and $100 per month as compensation for use of his cell phone. The Company may terminate this Agreement at any time by providing Mr. Yeung with twelve (12) months of notice or pay in lieu of such notice payable on his base salary at the relevant time.

In the event of a Change of Control (as defined below) and provided that within 90 days of the effective date of such Change of Control Mr. Yeung terminates this Agreement for Good Reason or the Company terminates this Agreement, the Company shall pay Mr. Yeung an amount equal to twelve (12) months of his base salary at the relevant time. In addition, if such circumstances the Company has terminated Mr. Yeung's employment without cause Mr. Yeung will be entitled to an amount equal to the value of his annual bonus in the prior financial year, if any, provided the Company has achieved at least the same or better revenue and operating profit in the year of termination as had been achieved in the same period in the prior year. In the event the Company terminated this agreement without cause as of the date hereof, Mr. Yeung would be entitled to a cash payment of $300,000 and $300,000 upon a Change of Control (provided Mr. Yeung is terminated without cause or Mr. Yeung terminates this agreement for Good Reason within 90 days).

Jason Cervi. Effective December 28, 2022, the Company entered into an employment agreement with Mr. Cervi pursuant to which, Mr. Cervi was retained to perform services as the Company's Chief Financial Officer subject to receipt of Health Canada security clearance. For services rendered by Mr. Cervi under this Agreement, Mr. Cervi is paid a base salary of $200,000. Mr. Cervi is eligible to participate in the senior management bonus program and receive a bonus of up to 50% of his base salary (weighted equally between corporate performance and individual performance). Additionally, Mr. Cervi was due a cash bonus of $35,000 upon completion of the reverse takeover transaction in December 2022. Mr. Cervi and the Company agreed to defer payment of this bonus to February 2024. Mr. Cervi is entitled to receive $750 a month as compensation for use of his vehicle and $100 per month as compensation for use of his cell phone. The Company may terminate this Agreement at any time by providing Mr. Cervi with twelve (12) months notice of termination or payment of an amount equal to twelve (12) months of his base salary at the relevant time.

In the event of a Change of Control (as defined below) and provided that within 90 days of the effective date of such Change of Control Mr. Cervi terminates this Agreement for Good Reason or the Company terminates this Agreement, the Company shall pay Mr. Cervi an amount equal to twelve months of his base salary at the relevant time. In addition, if such circumstances the Company has terminated Mr. Cervi's employment without cause (i) if the enterprise value of the Company for the purposes of the change of control transaction is at least three times the Company's revenue for the trailing four quarters, Mr. Cervi will receive an additional amount equal to twelve (12) months of base salary and (ii) Mr. Cervi will be entitled to an amount equal to the value of his annual bonus in the prior financial year, if any provided the Company's having achieved at least the same or better revenue and operating profit in the year of termination as had been achieved in the same period in the prior year. In the event the Company terminated this agreement without cause as of the date hereof, Mr. Cervi would be entitled to a cash payment of $200,000 and $200,000 upon a Change of Control (provided Mr. Cervi is terminated without cause or Mr. Yeung terminates this agreement for Good Reason within 90 days).

Sheldon Croome. Effective December 22, 2022, the Company entered into a transition agreement with Mr. Croome pursuant to which Mr. Croome provided transitional services as "Interim CEO" of the Company from the date thereof until January 31, 2023, for the same remuneration as Mr. Croome was entitled to under the employment agreement that terminated (without payment of any consideration) upon execution of the Transition Agreement, namely $175,000 per annum**.**

Jeffrey Gossain. Effective December 30, 2022, the Company entered into a consulting services agreement with 14002171 Alberta Ltd. an entity controlled by Mr. Gossain pursuant to which, Mr. Gossain was retained to perform services as the Company's Chief Operating Officer. For services rendered by the Consultant under this Agreement, the Consultant will be paid a fee ("**Consulting Fee**") of $240,000 (plus GST/HST) paid bi-weekly, until the Salary Trigger date, following which the fee shall be increased to $260,000 annually. The "**Salary Trigger Date**" shall occur on the earlier of (a) completion of one or a series of offerings pursuant to which the Company raises am aggregate amount of no less than $5 million through the sale of the Company's equity securities, (b) the Company's consolidated adjusted EBITDA (excluding extraordinary items) being positive for at least one full calendar month, or (c) July 1, 2023. Mr. Gossain was eligible to participate in the senior management bonus program and receive a bonus of up to 50% of his Consulting Fee (weighted equally between corporate performance and individual performance). Mr. Gossain received use of a company provided vehicle and a company provided cell phone. The Company may terminate this Agreement at any time, without cause, by providing Mr. Gossain with payment of an amount equal to six months of the Consulting Fee at the relevant time plus two additional months of the Consulting Fee for each full calendar year from November 1, 2015 to the date of termination, to an aggregate maximum of 24 months of Consulting Fees.

In the event of a Change of Control (as defined below) and provided that within 90 days of the effective date of such Change of Control Mr. Gossain terminates this Agreement for Good Reason or the Company terminates this Agreement other than due to the Consultant's material breach, the Company shall pay a Consulting Fee equal to six months of the Consulting Fee at the relevant time plus two additional months of the Consulting Fee for each full calendar year from November 1, 2015 to the date of termination, to an aggregate maximum of 24 months of Consulting Fees.

This agreement was terminated on June 6, 2023, without payment.

Peter Van Mol. Effective January 1, 2023, AgMedica entered into an amended employment agreement with Peter Van Mol, one of its directors. Pursuant to the agreement, Mr. Van Mol performs services as AgMedica's CFO and between January 1, 2023 and January 31, 2023 performed services as interim CFO of the Company. As consideration for his services as CFO (in both capacities), effective January 1, 2023, Mr. Van Mol received an annual salary of $200,000 and was eligible to participate in the senior management bonus program and receive a bonus of up to 50% of his base salary (weighted equally between corporate performance and individual performance). Mr. Van Mol is also eligible for a discretionary bonus of up to an additional 50% based on targets to be agreed upon. Mr. Van Mol is entitled to receive $1,500 a month as compensation for use of his vehicle and $100 per month as compensation for use of his cell phone. Mr. Van Mol's employment agreement may be terminated by AgMedica by providing six months notice plus an additional month for each year of service commencing January 2, 2017 up to an aggregate maximum of twelve (12) months of his base salary at the relevant time, or for cause without any notice other than that prescribed by applicable employment standards legislation.

In the event of a change of control and provided that within 90 days of a change of control. Mr. Van Mol either terminates his employment with AgMedica for good reason or AgMedica terminates his employment without cause, then Mr. Van Mo shall be entitled to a cash payment equal to six months of base salary plus two additional months for each full year of service up to an aggregate of twelve months. In addition, if such circumstances the Company has terminated Mr. Van Mol's employment without cause (i) if the enterprise value of the Company for the purposes of the change of control transaction is at least three times the Company's revenue for the trailing four quarters, Mr. Van Mol will receive an additional amount equal to 12 months of base salary and (ii) Mr. Van Mol will be entitled to an amount equal to the value of his annual bonus in the prior financial year, if any provided AgMedica having achieved at least the same or better revenue and operating profit in the year of termination as had been achieved in the same period in the prior year.

Mr. Van Mol entered into a termination agreement with the Company effective September 30, 2023 providing for a salary continuance of 12 months. As of May 17, 2024, the amount owing is $84,615.35 and the final payment is due October 18, 2024.

Trevor Henry. Effective January 1, 2023, AgMedica entered into an amended employment agreement with Trevor Henry, one of its directors. Pursuant to the agreement, Mr. Henry performs services as AgMedica's CEO. As consideration for his services as CEO (in both capacities), effective January 1, 2023, Mr. Henry received an annual salary of $250,000 payable in cash and was eligible to participate in the senior management bonus program and receive a bonus of up to 50% of his base salary (weighted equally between corporate performance and individual performance). Mr. Henry is also eligible for a discretionary bonus of up to an additional 50% based on targets to be agreed upon. Mr. Henry is entitled to receive $1,500 a month as compensation for use of his vehicle and $100 per month as compensation for use of his cell phone. Mr. Henry's employment agreement may be terminated by AgMedica by providing six months notice plus an additional month for each year of service commencing January 30, 2017, or for cause without any notice other than that prescribed by applicable employment standards legislation.

In the event of a change of control and provided that within 90 days of a change of control. Mr. Henry either terminates his employment with AgMedica for good reason or AgMedica terminates his employment without cause, then Mr. Henry shall be entitled to a cash payment equal to six months of base salary plus two additional months for each full year of service up to an aggregate of twelve months. In addition, if such circumstances the Company has terminated Mr. Henry's employment without cause (i) if the enterprise value of the Company for the purposes of the change of control transaction is at least three times the Company's revenue for the trailing four quarters, Mr. Henry will receive an additional amount equal to 12 months of base salary and (ii) Mr. Henry will be entitled to an amount equal to the value of his annual bonus in the prior financial year, if any provided AgMedica having achieved at least the same or better revenue and operating profit in the year of termination as had been achieved in the same period in the prior year.

Mr. Henry entered into a termination agreement with the Company effective May 31, 2023 providing for a salary continuance of 12 months. As of May 17, 2024, the amount owing is $28,846.26 and the final payment is due June 28, 2024.

For the purpose of the remaining agreements with Messrs Yeung and Cervi, "**Change of Control**" means any of the following: (a) the completion of a transaction the result of which is that a person, or any group of two or more persons acting jointly or in concert, acquires or becomes the holder of securities of the Company representing 50% or more of the aggregate voting power of all of the Company's then issued and outstanding securities; or (b) the consummation of an amalgamation, arrangement, merger or other transaction or series of related transactions resulting in the combination of the Company with or into another entity, where the shareholders of the Company immediately prior to such transaction or series of related transactions, directly or indirectly, do not continue to hold securities representing 50% or more of the aggregate voting power of the securities of the continuing or surviving entity immediately following such transaction or series of related transactions; or (c) the sale of all or substantially all of the assets of the Company , provided that: (i) a Change of Control will not exist unless the equity value for the Company in the applicable transaction is at least one (1) times the Company's 's revenue for the trailing four (4) calendar quarters; and (ii) unless otherwise determined by the Board, a Change of Control shall not include: (i) an amalgamation, merger or consolidation of the Company with or into an affiliate; (ii) a bona fide equity financing of the Company or its affiliates; or (iii) an initial public offering of the Company or its affiliates and "**Good Reason**" means any of the following without the Named Executive Officer's consent: (i) a decrease in the Named Executive Officer's base salary; (ii) a material decrease in the Named Executive Officer's position; (iii) any other circumstance that would constitute a constructive dismissal of the Named Executive Officer's employment at common law.

Oversight and Description of Director and Named Executive Officer Compensation

Oversight

To date, the Company has not compensated its directors other than by way of equity compensation under the Company's Long Term Incentive Plan. Award grants under the Company's Long Term Incentive Plan are determined by the Board.

The Board approves, or recommends for approval, all compensation to be awarded to the Named Executive Officers. The Board may direct management to gather information on its behalf and provide initial analysis and commentary. The Board reviews this material along with other information received from any external advisors which may be retained in its deliberations before considering or making decisions. The Board has full discretion to adopt or alter management recommendations. The Board will regularly consider and determine executive compensation based on market practice.

Elements of Named Executive Officer Compensation

In the most recently completed financial year, the significant elements of compensation earned by, paid to, or awarded to, the Company's Named Executive Officers consisted of: (a) base salary and bonus; and (b) equity compensation in the form of stock options or restricted shares units.

Base salary is a fixed element of compensation that is to each Named Executive Officer for performing his or her position's specific duties.

The Company maintains a senior management bonus program. Such bonuses are determined by the Board and may be determined based on the personal performance of the senior management team member or based on the performance of the Company as a whole, or a combination thereof. The entitlement of each Named Executive Officer to bonuses under that program is provided for in their employment or services agreement and described above. The Board may award additional bonuses in a given year, which may be awarded in the Board's sole discretion or linked to specific targets, which may be agreed upon in advance, or considered at the end of a given financial year. Each of Messrs. Yeung, Cervi and Gossain received such discretionary bonuses in the most recently financial year upon the satisfaction of certain corporate milestones. See *Summary Compensation Table* above for a description of those milestones and amounts paid.

Option-based awards are a variable element of compensation that are used to reward each Named Executive Officer for individual performance and/or the performance of the Company. Option based awards are determined based on the other elements of the Named Executive Officer's compensation, relative to market and equity compensation previously granted.

No significant event has occurred during the most recently completed financial year that significantly affected compensation, other than the Company's limited cash resources which has reduced or eliminated the cash bonuses paid to named Executive Officer and cash compensation paid to the Company's directors.

The amount to be paid for each significant element of a Named Executive Officer’s compensation is determined subjectively through negotiation of an agreement with each Named Executive Officer and by the need to attract and retain talented individuals, but in the context of the size of the Company and the nature and stage of its business (including cash resources).

To date, a peer group has not been used to determine compensation.