

## **PARTNERSHIP RETAIL AND FULFILLMENT AGREEMENT**

This Agreement is effective as of the 11<sup>th</sup> of September, 2020.

BETWEEN:

**Vegaste Technologies Corp** a corporation incorporated under the *Business Corporations Act*, having a head office at 400-837 West Hastings Street, Vancouver, British Columbia, V6C 3N6 and herein represented by **Julia FRANK**, who hereby warrants and has the authorization to bind the corporation to the following agreement.

("VEGASTE" or the "Company");

AND:

**LIV MARKETPLACE LLC**: corporation incorporated under the laws of the State of California and herein represented by **SHAWN KATTOULA**, who hereby warrants and has the authorization to bind the corporation to the following agreement.

("LIV")

(Company and LIV, collectively referred to herein after, as the "Parties" or individually, a "Party")

**WHEREAS**, the Company is engaged in the development, retail and distribution of Plant Based beverage and food related products (the "Business") and LIV is engaged in the business of providing retail services, (as defined herein) related to the Business; and

**WHEREAS**, the Parties are desirous of entering into a preferred partnership agreement

**WHEREAS** LIV will become the exclusive online Fulfillment partner and storefront retail distributor of VEGASTE products in the Territory defined hereunder; and shall operate retail storefronts and or coffee shops and or cafes under the name PlantX;

**WHEREAS** the Company shall provide Plant Based products with the intent that LIV shall retail such products to consumers in the Territory; and act as a fulfillment partner for all online sales of the Company's website [plantx.com](http://plantx.com) the retail services stipulated herein shall be online and storefront retail services in the Territory;

**WHEREAS** such products include, without limiting the generality of the foregoing: Plant Based related food and beverage products that may also include other non-edible Plant Based related products; (the "Products")

**NOW, THEREFORE**, in consideration of the premises, mutual covenants and mutual provisions set forth herein, the parties agree as follows:

### **1. Retail Distribution**

1.1 Subject to the terms and conditions hereof, the Company shall engage LIV to retail its products in the Territory and act as a fulfillment partner for all online sales of the Company's website [plantx.com](http://plantx.com). Furthermore, LIV will act as retail partner With the Company in storefront locations in the Territory. In addition, Company shall advise and assist on technology matters of its online retail platform and website and other retail customer service concerns with regards to the products of the Company sold online;

1.2 The retail services provided for in this Agreement shall be issued using LIV's multiple storefronts in the Territory defined herein, such services shall be performed by LIV Staff and other Consultants of LIV who are individuals with the industry knowledge and experience required to perform the retail services required for these presents;

### **2. Covenants of LIV and the Company**

2.1 LIV shall render performance of the retail services to the best of LIV's ability and in a competent and professional manner.

(a) LIV shall hereby commit to opening a first retail storefront property on behalf of the Company in San Diego, California in the next 3 months from the signing of this present Agreement;

(b) LIV shall commit to pay a royalty fee on gross profits as defined herein below;

(c) LIV shall commit to make a minimum order of product purchases during the term of this Agreement as defined herein below;

2.2 LIV shall:

(a) Devote such time and attention to the business of promoting and retailing the products of the Company as is necessary to perform the retail services that form the object of these presents; and

(b) Provide monthly reports to the Company on progress retail numbers; and

(c) Use its best efforts to promote the interest and goodwill of the Company.

(d) Hereby commits to make purchase orders that shall be for a minimum total of **25 MILLION USD** of Company's products throughout the term.

(e) Hereby commits to pay to the Company a royalty fee of SIX percent (6%) on gross revenue derived from the business arrangement which forms the object of this present agreement; this shall be herein termed the FRANCHISE FEE;

**Company Shall:**

- (f) The Company hereby obligates itself that all products intended for sale to consumers are, without limiting the generality of the foregoing; accepted as legal products that can be sold in the Territory herein defined,
- (g) The Company shall ensure that the highest quality of care is taken to ensure that the products are compliant with all necessary health, packaging and shipping restrictions that may exist for each product sold by the Company, this may include conservatory measures necessary to maintain the merchantability of the products such as shipping methods, storage methods and temperature restrictions for each and every product intended for sale. All such instructions must be submitted to LIV in writing in order to maintain the highest level of product care and compliance necessary for this Agreement; failing which the Company recognizes that it shall be held liable for damages arising therefrom;

**3. Pricing and Payment**

"% of markup - disclosure of this provision would be seriously prejudicial to the interests of the reporting issuer"

3.1 Company products shall be offered by LIV at cost price plus a [REDACTED] mark up on food products and beverage related products and any other plant based related products;

- (a) The Company shall provide LIV with a price list of all its products within THREE (3) business days from the signing of this present agreement.
- (b) LIV shall remit payment to within FIVE (5) business days from the receipt of invoice submitted by the Company.
- (c) LIV shall remit payment of the FRANCHISE FEE in a manner that has yet to be determined by the Company but shall be made at the Company's unfettered discretion;

**4. Shipping and Risk of Loss**

4.1 Immediately upon acceptance of an order from LIV for VEGASTE products, VEGASTE shall arrange for the products so ordered to be shipped to LIV's designated drop off point for fulfillment. VEGASTE shall provide a date to LIV on which the ordered products are expected to be received at LIV's warehouse facilities. VEGASTE shall provide LIV with up-to-date information with respect to anticipated shipping dates.

4.2 Upon reception at LIV's warehouse facilities, LIV shall have 5 days to inspect the products shipped are satisfactory, in the event that they are not they must advise the Company in writing and the latter shall, at its own expense, arrange for the product to be shipped back to a destination of the Company's choice, failing which the products will have been deemed to be accepted by LIV.

4.3 LIV shall not, without the prior written consent of the Company, enter into any contract or commitment in the name of or on behalf of the Company or bind the Company in any respect whatsoever to any contract without the Company's knowledge.

**5. Term and Confidential Information**

5.1 This Agreement shall:

"term of agreement - disclosure of this provision would be seriously prejudicial to the interests of the reporting issuer"

- (a) Commence on upon the signing of this present agreement and terminate [REDACTED] from that date; (the "Term")
- (b) Upon expiry of the Term stipulated in 5.1 (a), this Agreement shall renew automatically on an annual basis unless either party decides to terminate the said Agreement by way of a written notice which must be issued three (3) months before the expiry of the said Term.

5.2 LIV shall not (either during the Term or at any time thereafter in perpetuity) disclose any information relating to the private or confidential affairs of the Company or relating to any secrets of the Company to any person other than for the Company's purposes and shall not (either during the Term or at any time thereafter in perpetuity) use for their own purposes or for any purposes other than those of the Company any such information or secrets they may acquire in relation to the business of Company.

**6. Non-Solicitation, Territory and Right of First Refusal**

"Period of non-solicitation obligation - disclosure of this provision would be seriously prejudicial to the interests of the reporting issuer"

6.1 LIV covenants and agrees that it will not, during the during the Term, or at any time within a period of [REDACTED] year following the date of termination of this Agreement for whatever reason and with or without cause. without the prior written consent of the Company, either individually or in partnership or jointly or in conjunction with any other person or persons, firm, partnership, company, or other legal entity, whether as principal, agent, shareholder or in any other capacity whatsoever save and except for where LIV and the Company may have common customer interests, in such a case LIV shall have no restrictions in either pursuing such interests or in the event of an existing relationship, maintaining such interests.

- (a) attempt to solicit any customers from the Company; or
- (b) otherwise take any action that may impair the relations between the Company and its respective suppliers, customers, consultants, partners or others or that may otherwise be detrimental to the business of the Company.

6.2 The Company hereby grants exclusivity to LIV for all product fulfillment of online retail sales defined in the Territory. For greater certainty, LIV shall be the exclusive fulfillment partner of the Company products in the UNITED STATES OF AMERICA during the term; this exclusivity is subject to the following condition, namely; LIV will hold the Company harmless from all liability that it may incur for the non-compliance with the exclusivity covenant defined herein in virtue of actions taken by third parties. For greater certainty, LIV shall not hold the Company liable for not honouring the exclusivity covenant that forms the object of this undertaking if a third party is selling VEGASTE products in the Territory without the prior consent of VEGASTE or without their knowledge.

**7. Applicable Laws - Restrictions, Notices**

7.1 The parties hereto acknowledge and agree that they shall both, and each of their respective affiliates and subsidiaries, shall throughout the term comply with all applicable laws self-regulatory or industry-regulatory organizations which they are bound to, all internal and external privacy policies; For clarification purposes, this Agreement is subject to all laws, rules and regulations set forth by any federal, state, provincial, municipal, local or other government or governmental agency, regulatory body, court, ministry, department, authority, board, bureau or commission, domestic or foreign - if this Agreement contravenes any such laws, rules and regulations set forth by the aforementioned authorities it shall be null and void until such contravention can be rectified by both or either party, in the event that such contravention cannot be rectified this agreement shall be terminated.

7.2 Any notice required to be given hereunder shall be given via certified delivery, overnight courier or personally and shall be deemed given immediately upon receipt of such communication at the address as set out on Page 1 of this Agreement.

7.3 This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of LIV and the successors and assignees of the Company respectively.

7.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express implied or statutory between the parties other than as expressly set forth in this Agreement.

7.5 No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

7.6 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

7.7 This Agreement shall be governed by and construed in accordance with the laws of California, United States of America

7.8 For the purpose of all legal proceedings this Agreement shall be deemed to have been performed in the United States and the courts of the State of Florida shall have jurisdiction to entertain any action arising under this Agreement.

7.9 No party may assign or transfer any of his or its rights or obligations hereunder without the prior written consent of all other parties, which consents may not be arbitrarily or unreasonably withheld.

7.10 The covenants, promises, terms and conditions contained herein shall be binding upon LIV and the Company.

7.11 The parties acknowledge that this Agreement has been prepared for the benefit of the Company and LIV has entered into this Agreement after receiving the advice of his individual and independent solicitor, accountant and other professional advisors, as applicable.

7.12 The parties hereto shall execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.

7.13 LIV hereby acknowledges receipt of a copy of this Agreement duly signed by the Company.



**NEXT PAGE IS THE SIGNING PAGE, THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

*"Shawn Kattoula"*

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LIVE MARKETPLACE LLC

Name: Shawn Kattoula

Title: President

*"Julia Frank"*

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Vegaste Technologies Corp.

Name: Julia FRANK

Title: CEO