
SHARE PURCHASE AGREEMENT

DATED AS OF JUNE 9, 2022

AMONG

9757805 CANADA INC.

AND

DIGITAL DASH DEVELOPMENT INCORPORATED

AND

LEVIATHAN NATURAL PRODUCTS INC.

AND

ONE CANNABIS MARKET INC.

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 9th day of June, 2022

AMONG:

9757805 CANADA INC., a corporation incorporated under the federal laws of Canada

(“9757805”)

-and-

DIGITAL DASH DEVELOPMENT INCORPORATED, a corporation incorporated under the federal laws of Canada

(“**Digital Dash**” and together with 9757805, the “**Vendors**” and each of them a “**Vendor**”)

-and-

LEVIATHAN NATURAL PRODUCTS INC., a corporation incorporated under the laws of the Province of Ontario

(the “**Purchaser**”)

-and-

ONE CANNABIS MARKET INC., a corporation incorporated under the federal laws of Canada

(the “**Company**”)

RECITALS

- A. 9757805 owns (legally and beneficially) 51 Class A shares in the capital of the Company.
- B. Digital Dash owns (legally and beneficially) 49 Class A shares in the capital of the Company.

C. Together, the Vendors own 100 Class A shares in the capital of the Company, which shares constitute 100% of the total issued and outstanding shares in the capital of the Company.

D. The Purchaser wishes to purchase the Purchased Shares, being, for greater certainty all of the shares in the capital of the Company owned by the Vendors, from the Vendors, and the Vendors wish to sell the Purchased Shares to the Purchaser on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

1.1 Certain Definitions. For purposes of this Agreement, the terms set out below shall have the meanings ascribed to them in this Section 1.1, and all other capitalized terms shall have the meaning ascribed to them in this Agreement:

“**1CM Assets**” means and all property and assets anywhere in the world related to, used in, or connected with the 1CM Domain, including without limitation, the 1CM Domain and all Intellectual Property Rights associated therewith.

“**1CM Domain**” means lcm.ca and any predecessor or successor domain;

“**Intellectual Property Rights**” means all intellectual property rights comprising or relating to: (a) patents, patent applications, and other patent rights and any other Governmental Body-issued indicia of invention ownership; (b) Canadian and foreign trademarks, trade dress, brand names, logos, corporate names and domain names, business names, and other similar designations of source, sponsorship, association, or origin, together with the goodwill symbolized by any of the foregoing; (c) internet domain names, web addresses, web pages, websites, and uniform resource locators (URLs); (d) works of authorship, expressions, designs, and industrial design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) trade secrets; (f) integrated circuit topographies, semiconductor chips, mask works, and the like; and (g) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection under the Laws of any jurisdiction in any part of the world.

“**Affiliate**” means with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of

the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“**Business Day**” means any day of the year other than a Saturday or a Sunday on which banking institutions in Toronto, Ontario are open to the public for conducting business and are not required or authorized to close.

“**Closing Date**” means June 9, 2022, or such other day as the Parties may agree.

“**Closing Time**” shall mean 10:00 A.M. on the Closing Date;

“**Effective Time**” means 12:01 a.m. on the Closing Date;

“**Employment Agreement**” means the form of Employment Agreement to be entered into between the Purchaser and Kamyar Hosseini and attached hereto as Schedule A.

“**Governmental Body**” means any government or governmental or regulatory body thereof whether federal, state, local, or provincial, or any agency, instrumentality or authority thereof, or any court or any body of the foregoing.

“**ITA**” means the *Income Tax Act* (Canada).

“**Law**” means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, Order, or other requirement or rule of law of any Governmental Body.

“**Legal Proceeding**” means any judicial, administrative or arbitral actions, suits, mediation, investigation, inquiry, proceedings or claims (including counterclaims) by or before a Governmental Body.

“**Liens**” means any lien, pledge, mortgage, deed of trust, security interest, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement (other than transfer restrictions set out in the constating documents or a unanimous shareholders agreement of any private corporation, including the Company), encumbrance or any other restriction or limitation whatsoever.

“**Loss**” means any loss, liability, obligation, deficiency, demand, judgment, damage (including incidental and consequential damages), tax, interest, fine, penalty, claim, suit, actions, cause of action, assessment, award, costs and expenses (including reasonable legal fees), or any diminution in value, whether or not involving a third party claim; and collectively, “**Losses**”;

“**Non-Competition Agreement**” means the form of Non-Competition, Non-Solicitation and Confidentiality Agreement to be entered into by and between the Vendors, Kamyar Hosseini, and the Purchaser and attached hereto as Schedule B.

“**Order**” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body;

“**Parties**” means each of the signatories to this Agreement, and “Party” means any one of them.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Purchased Shares” means all of the shares in the capital of the Company owned (legally and beneficially) by the Vendors, being, for greater certainty, 100 Class A shares, which shares constitute 100% of the issued and outstanding shares in the capital of the Company.

“Securities Laws” means the statutes, regulations and policies applicable to the trading of securities in any province or territory of Canada including applicable rules, policy statements and blanket rulings and orders promulgated by Canadian securities regulatory authorities;

“Share Consideration” has the meaning ascribed to it in Section 2.2

1.2 Currency. All references to “\$” or dollar amounts mean lawful currency of Canada.

1.3 Certain Rules of Interpretation. In this Agreement:

(a) the division into Articles and Sections and the insertion of headings and the Table of Contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement;

(b) the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular portion of this Agreement; and

(c) unless specified otherwise or the context otherwise requires:

(d) references to any Article, Section, Appendix or Schedule are references to the Article or Section of, Appendix or Schedule to, this Agreement;

(e) “including” or “includes” means “including (or includes) but is not limited to” and is not to be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it;

(f) “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”;

(g) references to a Person includes its heirs, administrators, executors, legal representatives, successors and permitted assigns;

(h) references in this Agreement to this Agreement, or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be amended, restated, replaced, supplemented or novated and includes all schedules to it;

(i) references to any legislation, statutory instrument or regulation or a Section thereof are references to the legislation, statutory instrument, regulation or Section as of the date of this Agreement; and

(j) words in the singular include the plural and vice-versa and words in one gender include all genders.

1.4 Computation of Time. In this Agreement, unless specified otherwise or the context otherwise requires (a) a reference to a period of days is deemed to begin on the first day after the event that started the period and to end at 5:00 p.m. on the last day of the period, but if the last day of the period does not fall on a Business Day, the period ends at 5:00 p.m. on the next succeeding Business Day; (b) all references to specific dates mean 11:59 p.m. on the dates; and (c) with respect to the calculation of any period of time, references to “from” mean “from and excluding” and references to “to” or “until” mean “to and including”.

1.5 Performance on Business Days. If any action is required to be taken pursuant to this Agreement on or by a specified date that is not a Business Day, the action is valid if taken on or by the next succeeding Business Day, unless otherwise set out in this Agreement.

1.6 Schedules. The Schedules attached to this Agreement form part of this Agreement.

ARTICLE II

ACQUISITION OF SHARES, PURCHASE PRICE

2.1 Purchase of Shares. Upon the terms and subject to the conditions contained herein, each of the Vendors agrees to sell to Purchaser the Purchased Shares as of the Effective Time on the Closing Date free and clear of any and all Liens, and Purchaser agrees to acquire from each of the Vendors the Purchased Shares as of the Effective Time on the Closing Date.

2.2 Purchase Price. The aggregate purchase price to be paid by Purchaser for the Purchased Shares shall be 500,000 common shares of the Purchaser (the “**Share Consideration**”).

2.3 Delivery of the Share Consideration. The Purchaser shall, at the Closing Time on the Closing Date, issue from treasury and deliver or caused to be delivered to the Vendors the Share Consideration in electronic form pursuant to the Direct Registration System.

2.4 Allocation of Share Consideration. The Share Consideration shall be allocated between the Vendors as follows:

- (a) 9757805 – 255,000 common shares
- (b) Digital Dash – 245,000 common shares

2.5 Restrictions of Resale.

(a) The Vendor acknowledges and agrees that the issuance of the Share Consideration will be made pursuant to applicable exemptions from the formal takeover bid and registration and prospectus (or equivalent) requirements of applicable Securities Laws, including pursuant to the take-over bid prospectus exemption in Section 2.16 of National Instrument 45-106 – *Prospectus Exemptions*. As a result:

(i) the Vendor will be restricted from using certain of the civil remedies available under applicable Securities Laws;

(ii) the Vendor may not receive information that might otherwise be required to be provided to the Vendor, and the Purchaser is relieved from certain obligations that would otherwise apply under applicable Securities Laws if such exemptions were not being relied upon by the Purchaser;

(iii) no securities commission, stock exchange or similar regulator authority has, or will have, reviewed or passed judgement on the merits of any investment in the Share Consideration;

(iv) there is no, and will not be, government or other insurance covering the Share Consideration; and

(v) an investment in the Share Consideration is speculative and of high risk.

(b) The certificates or DRS advice statement representing the Share Consideration will bear such legends as required by the applicable Securities Laws and it is the responsibility of the Vendor (and the Purchaser is in no way responsible) to find out what those restrictions are and to comply with them before selling or transferring the Share Considerations.

(c) The Vendor is knowledgeable of, or has been independently advised as to, the applicable Laws which apply to the sale of the Purchased Shares and the issuance of the Share Consideration in exchange therefor, and which may impose restrictions on the resale of such Share Consideration.

ARTICLE III

CLOSING

3.1 Closing. The consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall take place at the Closing Time on the Closing Date. The Closing shall be held electronically among the Parties and their respective counsel. The Closing will be deemed to be effective as of the Effective Time on the Closing Date for all purposes. Each Party will deliver its closing deliveries to the other Party as set forth in Sections 3.2, 3.3 and 3.4 respectively, in escrow prior to the Closing Time.

3.2 Vendor Deliveries. On, or prior to, the Closing Date each Vendor shall deliver, or cause to be delivered, to the Purchaser:

(a) a counterpart of this Agreement, duly executed by each Vendor;

(b) copies of resolutions, as to the authorization by the board of directors of each Vendor, approving the sale and transfer of the Purchased Shares from each Vendor to the Purchaser in accordance with the terms of this Agreement;

(c) forms of share transfer in respect of the Purchased Shares owned by such Vendor in favour of the Purchaser duly executed by such Vendor;

(d) a counterpart of the Employment Agreement, duly executed by Kamyar Hosseini;

(e) a counterpart of the Non-Competition Agreement, duly executed by the Vendor;

(f) such other documents as the Purchaser shall reasonably request.

3.3 Purchaser Deliveries. On or prior to the Closing Date, the Purchaser shall deliver, or cause to be delivered, to the Vendors:

(a) copies of resolutions, as to the authorization by the board of directors of the Purchaser to enter into this Agreement and all of the transactions applicable to the Purchaser contemplated hereby;

(b) a counterpart of this Agreement duly executed by the Purchaser;

(c) a counterpart of the Employment Agreement, duly executed by the Purchaser;

(d) a counterpart of the Non-Competition Agreement, duly executed by the Purchaser and the Company; and

(e) the Share Consideration pursuant to Section 2.3.

3.4 Company Deliveries. On or prior to the Closing Date, the Company shall deliver or cause to be delivered, to each of the Purchaser and the Vendors:

(a) copies of resolutions, as to the authorization by the board of directors of the Company, approving the sale and transfer of the Purchased Shares from the Vendors to the Purchaser in accordance with the terms of this Agreement; and

(b) a counterpart of this Agreement duly executed by the Company.

3.5 Purchaser's Conditions to Closing. The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions on or prior to the Closing Date, or a date specified below, failing which the Purchaser may terminate this Agreement at its sole discretion, unless such conditions are waived in writing by the Purchaser:

(a) the representations and warranties of the Vendors contained in this Agreement or in any Vendor Documents delivered in order to carry out the transactions contemplated hereby shall be true and accurate in all respects as of the Closing Date;

(b) the Vendors shall have complied in all respects with all covenants and agreements herein agreed to be performed or caused to be performed by them at or prior to such Closing Date; and

(c) the Vendor and the Company shall have delivered all items to be delivered under Section 3.2 and Section 3.4, respectively.

3.6 Vendors' Conditions to Closing. The obligation of the Vendors to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions on or prior to the Closing Date, failing which the Vendors may terminate this Agreement at their sole discretion:

(a) the representations and warranties of the Purchaser contained in this Agreement or in any documents delivered in order to carry out the transactions contemplated hereby shall be true and accurate in all respects as of the Closing Date;

(b) the Purchaser shall have complied with all covenants and agreements herein agreed to be performed or caused to be performed by it at or prior to the Closing Date; and

(c) the Purchaser and the Company shall have delivered all items required to be delivered as of the Closing Date, under Section 3.3 and Section 3.4, respectively.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE VENDORS

Each of the Vendors hereby represents and warrants to the Purchaser and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the purchase by the Purchaser of the Purchased Shares:

4.1 Authorization of Agreement. Each Vendor has legal capacity to execute and deliver this Agreement and each other agreement, document, or instrument or certificate contemplated to be delivered by such Vendor by this Agreement in connection with the consummation of the transactions contemplated by this Agreement (the "**Vendor Documents**"), and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and each of the Vendor Documents will be at or prior to the applicable Closing Date, duly and validly executed and delivered by each Vendor and (assuming due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each of the Vendor Documents when so executed and delivered will constitute, legal, valid and binding obligations of each Vendor enforceable against it in accordance with its terms except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court.

4.2 Conflicts; Consents of Third Parties.

(a) None of the execution and delivery by either Vendor of this Agreement or the Vendor Documents and the consummation of the transactions contemplated hereby or thereby, or compliance by either Vendor with any of the provisions hereof or thereof will result in the creation of any Liens upon the Purchased Shares.

(b) No consent, waiver, approval, Order or authorization of, or declaration or filing with, or notification to, any Person (other than the Company) or Governmental Body is required on the part of either Vendor in connection with the execution and delivery of this Agreement, the Vendor Documents, the compliance by either Vendor with any of the provisions hereof, or the consummation of the transactions contemplated hereby.

4.3 Litigation. There is no Legal Proceeding pending or, to the knowledge of each Vendor, threatened against such Vendor or to which such Vendor is otherwise a party relating to the Purchased Shares, this Agreement, the Vendor Documents or the transactions contemplated hereby or thereby.

4.4 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for either Vendor in connection with the transactions contemplated by this Agreement and no Person acting as a broker, finder or financial advisor of either Vendor is or will be entitled to any fee or commission or like payment in respect thereof.

4.5 Ownership and Transfer of Purchased Shares. Each Vendor is the registered and beneficial owner of the Purchased Shares free and clear of any and all Liens. Each Vendor has the power and authority to sell, transfer, assign and deliver the Purchased Shares as provided in this Agreement, and such delivery will convey to Purchaser good and marketable title to the Purchased Shares, free and clear of any and all Liens.

4.6 No Other Purchase Agreement. Other than the rights of the Purchaser pursuant to this Agreement, no Person has any agreement, option or any other right (whether by law or contractual) for the purchase of the Purchased Shares from the Vendor.

4.7 Residence of Vendor. Each Vendor is not a non-resident of Canada for purposes of the ITA.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Vendors that:

5.1 Organization and Good Standing.

(a) Purchaser is a corporation incorporated, existing and in good standing under the laws of Ontario and has all requisite corporate power and authority to own, lease and operate properties and carry on its business.

(b) The Purchaser is duly qualified or authorized to do business in and is in good standing under the laws of each jurisdiction in which it owns or leases real property and each other

jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not adversely affect the Purchaser in any material way.

5.2 Authorization of Agreement. The Purchaser has all corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by such Purchaser in connection with the transactions contemplated hereby (the “**Purchaser Documents**”), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Purchaser of this Agreement and each of the Purchaser Documents, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required action on behalf of such Purchaser. This Agreement has been, and each of the Purchaser Documents will be at or prior to the Closing Date, duly executed and delivered by the Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Purchaser Document when so executed and delivered will constitute, the legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its respective terms except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court.

5.3 Conflicts; Consents of Third Parties.

(a) None of the execution and delivery by the Purchaser of this Agreement and of the Purchaser Documents, the consummation of the transactions contemplated hereby or thereby, or the compliance by the Purchaser with any of the provisions hereof or thereof will conflict with, or result in a violation, breach or default (with or without notice or lapse of time, or both) under any provision of (i) the respective articles of incorporation or bylaws of the Purchaser (ii) any contract to which Purchaser is a party or by which any of the properties or assets of the Purchaser is bound; (iii) any Order applicable to the Purchaser or by which any of the properties or assets of the Purchaser is bound; or (iv) any applicable Law.

(b) Except as may be required under applicable Securities Laws and the rules and policies of the Canadian Securities Exchange, no consent, waiver, approval, Order or authorization of, or declaration or filing with, or notification to, any Person (other than the Company) or Governmental Body is required on the part of the Purchaser in connection with the execution and delivery of this Agreement or the Purchaser Documents, the compliance by the Purchaser with any of the provisions hereof, or the consummation of the transactions contemplated hereby.

5.4 Litigation. There is no Legal Proceeding pending or, to the knowledge of the Purchaser, threatened against the Purchaser or to which the Purchaser is otherwise a party relating to the Purchased Shares, this Agreement, the Purchaser Documents or the transactions contemplated hereby or thereby.

5.5 Issuance of Share Consideration. Upon issuance, the Vendors shall be the registered and beneficial owners of the Share Consideration, in the proportions set forth in

Section 2.4 free and clear of any and all Liens, except any restrictions of resale or transfer that may be imposed by applicable Securities Laws from time to time, including without limitation under National Instrument 45-102 – *Resale Restrictions*.

5.6 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Purchaser in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF ONE CANNABIS

The Company hereby represents and warrants to the Purchaser and the Vendors that:

6.1 Organization and Good Standing.

(a) The Company is a corporation incorporated, existing and in good standing under the laws of Ontario and has all requisite corporate power and authority to own, lease and operate properties and carry on its business.

(b) The Company is duly qualified or authorized to do business in and is in good standing under the laws of each jurisdiction in which it owns or leases real property and each other jurisdiction in which the conduct of its business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, authorized or in good standing would not adversely affect the Company in any material way.

6.2 Authorization of Agreement. The Company has all corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Company in connection with the transactions contemplated hereby (the “**Company Documents**”), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Company of this Agreement and each of the Company Documents, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required action on behalf of the Company. This Agreement has been, and each of the Company Documents will be at or prior to the Closing Date), duly executed and delivered by the Company and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Company Document when so executed and delivered will constitute, the legal, valid and binding obligation of the Company, enforceable against it in accordance with its respective terms except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court.

6.3 Ownership of ICM Assets. The Company owns (legally and beneficially) all the ICM Assets, free and clear of any Liens.

6.4 Employees. The Company has no employees

6.5 Litigation. There is no Legal Proceeding pending or, to the knowledge of the Company, threatened against the Company or any of its directors, officers, shareholders, or employees, or to which the Company or any of its directors, officers, shareholders, or employees is otherwise a party, including any Legal Proceeding relating to the ICM Assets.

ARTICLE VII

COVENANTS

7.1 Confidentiality. Subject to Section 7.2, and except as may be required under applicable Securities Laws and the rules and policies of the Canadian Securities Exchange, from and after the date of this Agreement, the Parties shall and shall cause each of their respective officers, directors, employees and representatives to keep confidential the terms of this Agreement, except to the extent that such disclosure is compelled by or pursuant to any Order, disclosed to a professional advisor with a need to know, or disclosed pursuant to applicable Securities Laws or the rules or policies of the Canadian Securities Exchange.

7.2 Announcements. Except as may be required under applicable Securities Laws and the rules and policies of the Canadian Securities Exchange, none of the Parties shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party.

ARTICLE VIII

SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

8.1 Survival of Representations and Warranties. Subject to the limitations and other provisions of this Agreement, the representations and warranties of the Parties contained in this Agreement shall survive the Closing and shall continue in full force and effect for a period of twenty-four (24) months from the Closing Date; provided, however, that the representations and warranties set forth in Sections 4.1 (Authorization of Agreement), 4.5 (Ownership and Transfer of Shares), 5.1 (Organization and Good Standing), 5.2 (Authorization of Agreement), and 6.1 (Organization and Good Standing), 6.2 (Authorization of Agreement) and 6.3 (Ownership of ICM Assets) shall survive indefinitely (the “Survival Periods”).

8.2 Indemnification.

(a) The Company shall indemnify and save harmless the Vendors and the Purchaser from and against any and all Losses as a result of or arising in connection with:

(i) any inaccuracy of or any breach of any representation or warranty made by the Company in this Agreement;

(ii) to the extent not performed or waived prior to Closing any breach or non-performance by the Company of any covenant or other obligation contained in this Agreement or the Company Documents;

(b) Each of the Vendors, jointly and severally, shall indemnify and save harmless the Purchaser from and against any and all Losses as a result of or arising in connection with:

(i) any inaccuracy of or any breach of any representation or warranty made by the Vendors in this Agreement;

(ii) any material inaccuracy of or any material breach by the Company of any representation or warranty made by the Company in this Agreement, including without limitation, Section 6.3 (Ownership of ICM Assets);

(iii) to the extent not performed or waived prior to Closing any material breach or non-performance by the Purchaser or the Vendor of any covenant or other obligation contained in this Agreement or the Vendor Documents;

(c) The Purchaser shall indemnify and save harmless the Vendors from, and shall pay to the Purchaser the amount of any and all Losses as a result of or arising in connection with:

(i) any inaccuracy of or any breach of any representation or warranty made by the Purchaser in this Agreement;

(ii) to the extent not performed or waived prior to Closing any breach or non-performance by Purchaser of any covenant or other obligation contained in this Agreement or the Purchaser Documents;

ARTICLE IX

MISCELLANEOUS

9.1 Expenses. Each Party shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

9.2 Submission to Jurisdiction; Consent to Service of Process

(a) The Parties hereto hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario sitting in Toronto, Ontario over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each Party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action proceeding related thereto may be heard and determined in such courts. The Parties hereto hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of

inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the Parties hereto hereby consents to process being served by any Party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.5.

9.3 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules hereto), the Vendor Documents, the Purchaser Documents and the Company Documents represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought; provided however, that this Agreement can be amended upon the written agreement of the Parties. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

9.4 Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement or the consummation of any of the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable to contracts made and performed in such province (excluding any conflict of laws rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction).

9.5 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission), (iii) when sent by electronic mail (with hard copy to follow) during a Business Day (or on the next Business Day if sent after the close of normal business hours or on any non-Business Day), or (iv) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses, emails and facsimile numbers (or to such other address, email or facsimile number as a Party may have specified by notice given to the other Party pursuant to this provision):

If to 9757805 Canada Inc.:

Address: 505-82 Laird Drive, Toronto ON M4G 3V1

Email: info@sfproperty.ca

If to Digital Dash Incorporated.:

Address: 6 Royal Manor NW, Calgary AB T3G 5T7

Email: Kamyar@digitaldashdev.com

If to the Purchaser, to:

Leviathan Natural Products Inc.

Attn: Chief Executive Officer

Address: 625 Cochrane Drive

Suite 802, Markham ON L3R 9R9

Email: info@leviathan-naturals.com

with a copy (which shall not constitute notice) to:

Friedman Law Professional Corporation

150 Ferrand Drive

North York, ON M3C 3E5

Email: wf@friedmans.ca & bcf@friedmans.ca

Attention: William Friedman & Bryan Friedman

9.6 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, 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 an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

9.7 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by any of the Parties without the consent of the other Parties.

9.8 Counterparts; Electronic Delivery. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an “**Electronic Delivery**”) shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof

delivered in person. At the request of any Party hereto, each other Party hereto or thereto shall re-execute the original form of this Agreement and deliver such form to all other Parties. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

9.9 No Third-Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person other than the parties hereto and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK **

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

VENDORS:

9757805 CANADA INC.

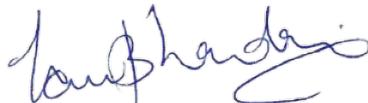
By: _____
Name:
Title:

DIGITAL DASH INCORPORATED

By: _____
Name:
Title:

PURCHASER:

LEVIATHAN NATURAL PRODUCTS INC.

By:  _____
Name: Tanvi Bhandari
Title: Director

COMPANY:

ONE CANNABIS MARKET INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

VENDORS:

9757805 CANADA INC.

By: _____
Name:
Title:

DIGITAL DASH INCORPORATED

By: Kamyar Hosseini
Name: Kamyar Hosseini
Title: President

PURCHASER:

LEVIATHAN NATURAL PRODUCTS INC.

By: _____
Name:
Title:

COMPANY:

ONE CANNABIS MARKET INC.

By: Kamyar Hosseini
Name: Kamyar Hosseini
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

VENDORS:

9757805 CANADA INC.

By: 
Name: Nisarg Vrajlal
Title: Director

DIGITAL DASH INCORPORATED

By: _____
Name:
Title:

PURCHASER:

LEVIATHAN NATURAL PRODUCTS INC.

By: _____
Name:
Title:

COMPANY:

ONE CANNABIS MARKET INC.

By: _____
Name:
Title:

Schedule "A"

[attach employment agreement]



June 9, 2022

Kamyar Hosseini
6 Royal Manor NW
Calgary AB
T3G 5T7

Dear Kamyar,

Leviathan Natural Products Inc. (the “**Company**”) is pleased to offer you employment commencing on June 15, 2022 (the “**Effective Date**”), conditional on and in consideration for your entry into this agreement. The details of our offer, including the terms and conditions of your employment, are set forth herein and attached as Schedule “A” (the “**Agreement**”).

Please take the time to carefully review this offer of employment which is open for acceptance for one (1) week from the date of this letter. If your acceptance has not been received by that date we will assume that you have declined our offer and it is withdrawn automatically on such date. Accepting employment on the terms and conditions of this Agreement will be conditional upon your agreeing to and signing this letter and the attached Schedule “A”, and returning it to Tanvi Bhandari, Chief Executive Officer by no later than June 15, 2022. You may email a signed copy to info@leviathan-naturals.com.

We look forward to your joining the Company and know that your career with us will be both challenging and rewarding.

Sincerely,

LEVIATHAN NATURAL PRODUCTS INC.


Per: _____


Name: Tanvi Bhandari
Title: Director

Acceptance

I have read and understand the terms and conditions of employment set out in this agreement and I agree to and accept them freely and voluntarily. I confirm that I have had the opportunity to obtain advice regarding its contents, including from legal counsel of my choice. I understand that, in the event of the termination of my employment (including without just cause), my entitlements will be limited to those specified in this agreement.

Signed at Sari, Mazandaran, Iran, on June 15, 2022
(City/Town) (Province) (Date)



Witness Signature



KAMYAR HOSSEINI

SCHEDULE A

Terms and Conditions of Employment

The following outlines the terms and conditions of your employment with Leviathan Natural Products Inc. (the “**Company**”). The Company reserves the right to change these terms and conditions as necessary, with due notice.

Title	Head of Technology
Start Date	<u>June 15, 2022</u> , 2022 (the “ Effective Date ”).
Initial Reporting Relationship	Reporting to: CEO
Duties and Responsibilities	You shall perform all duties and responsibilities which are reasonable and consistent with your position and such other duties as may be assigned to you from time to time by the Company. You agree that you may be required to travel in the performance of your duties. You agree that while employed by the Company, you at all times have and will faithfully, industriously, and to the best of your skill, ability, experience and talents, perform the duties and responsibilities associated with your position.
Salary	You will receive an annual base salary of \$100,000.00 CAD, less all applicable deductions and withholdings and any other amounts required by law to be deducted or agreed by you to be withheld. You will be paid in accordance with the Company’s payment practices as may be established from time to time, and payments will be made directly to your bank account pursuant to the Company’s direct payroll deposit plan.
Stock Options	<u>The Company will recommend that the Company’s board of directors approve an option to purchase 500,000 shares of the Company’s common shares under its Amended and Restated Stock Option Plan 2019, within thirty (30) days of your acceptance of this Agreement. The exercise price per share of the option grant will be the fair market value of the Company’s common shares on the date of grant. The shares subject to the option shall vest over two (2) years. You will be required to sign the Company’s standard equity option agreement, which will be provided to you under separate cover.</u>
Vacation	You will be eligible to accrue vacation of the greater of (i) two (2) weeks per year of employment (prorated for partial years of employment), and (ii) the number of weeks required pursuant to Applicable Employment Standards Legislation (as defined herein).

	<p>Accumulated vacation time or pay may not be carried forward except with the prior approval of the board of directors of the Company or as may be required by the minimums set out in the Applicable Employment Standards Legislation (as defined herein).</p>
Benefits	<p>The Company does not currently provide any group benefits to its employees. You will be eligible to participate in any benefit plans made available to the Company's employees in the future (the "Benefits"). The Company reserves the right to make changes to the Benefits (including any cost-sharing arrangements) or to terminate the Benefits at any time in its sole discretion without constituting termination or constructive dismissal of your employment or breach of this agreement.</p>
Expense Reimbursement	<p>The Company will reimburse you for your reasonable and necessary documented business expenses incurred by you in connection with your employment in accordance with the Company's business expense policy in effect from time to time.</p>
Policies and Standards	<p>The Company has established or will establish a variety of policies and standards, including a business code of ethics, that ensure a safe, enjoyable working environment and ensure compliance with applicable laws ("HR Policies"). As part of your employment with the Company, you will be subject to the policies and procedures established by the Company and you agree to review and familiarize yourself with the HR Policies on a regular basis during your employment with the Company and to be bound by the HR Policies, and any future policies and standards or codes of ethics that are reasonably introduced by the Company for its Canadian employees, from time to time. It is agreed that the introduction and administration of these policies is within the sole discretion of the Company and if the Company introduces, amends or deletes the HR Policies, this will not constitute a breach of this agreement or a constructive dismissal of your employment with the Company. You acknowledge and agree that your failure to adhere to the HR Policies may result in disciplinary action being taken, up to and including termination of employment.</p>
Conflict of Interest	<p>While employed by the Company, you will not engage in any other employment, consulting, work or business activity that could create a conflict of interest with the Company or its affiliates or be competitive with the business of the Company or its affiliates. If there is any potential for a conflict of interest, you must check with the Company and get permission before proceeding with the other employment, consulting, work or business activity. By signing this agreement, you also confirm that you have no contractual commitments or other legal obligations that would prohibit you from</p>

	performing your duties for the Company and that you will not engage in any conduct that would violate any contractual commitments or other legal obligations to others.
Confidentiality	You acknowledge that in the course of your employment with the Company, you will be exposed to information which is confidential and proprietary and considered by the Company to be a trade secret. You agree that you shall not disclose to anyone, directly or indirectly except as your duties at the Company may require, during or subsequent to the term of your employment with the Company, any trade secret or confidential information regarding the business of the Company and its affiliates. You acknowledge your responsibility not to disclose to the Company any information in the nature of a trade secret which would violate your legal obligation to others. Violation of any of these terms will result in the termination of your employment for cause.
Intellectual Property Matters	All works, written, in whole or in part, by you during and in the course of your employment with the Company shall be deemed to be the property of the Company or deemed to be works for hire. To the extent that any such writing or creation may not, by operation of law, be the property of the Company or be works made for hire, you agree to assign to the Company the ownership of such works and all intellectual property rights therein, whether published or unpublished. You also agree to waive any moral rights in and to any work created hereunder during the term of your employment with the Company.
Non-Competition	You agree that during your employment with the Company, and for a period of one (1) year following the termination of your employment with the Company, however such termination is caused, you will not, without the prior written consent of the Company, directly or indirectly, alone or with business interested as a partner, member, manager, shareholder, joint venturer, officer, director, employee, agent, representative, or otherwise, carry on, be engaged in, advise, own, lend money to, guarantee the debts or obligations of, or permit his/her name to be used or employed by, any person, firm or entity engaged in, concerned with or interested in the provision of products or services which are the same as or similar in nature to the products or services offered by the Company or its affiliates anywhere within Canada (other than solely as a holder of not more than one percent (1%) of the issued and outstanding voting shares of any public corporation).
Non-Solicitation	You hereby agree that, while you are employed by the Company and for one (1) year following the termination of your employment with the Company, however such termination is caused, you will not,

	<p>either on your own behalf or on behalf of any other person or business entity induce or attempt to persuade any employee of the Company or its affiliates to leave the employ of the Company or its affiliates or any independent contractor to change its relationship with the Company or its affiliates or otherwise attempt to interfere with or damage the Company's or its affiliates' relationship with any such person.</p> <p>You hereby agree that, while you are employed by the Company and at all times following the termination of your employment with the Company, however such termination is caused, you will not, either on your own behalf or on behalf of any other person or business entity, make use of any list or proprietary information of or relating to Clients or Prospective Clients for any purpose.</p> <p>You agree that the Company and its affiliates have a material interest in preserving the relationships they have developed with their Clients and Prospective Clients against impairment by competitive activities of a former employee. Accordingly, you agree that these restrictions and your agreement to them are of major importance to the Company and its affiliates, which would not employ you if you did not agree to them. (For purposes of this agreement, the word "Client" means any person or entity who has been a customer or client of the Company or its affiliates in the 12-month period immediately preceding the date of termination of your employment and "Prospective Client" means any person or entity other than a Client to whom or for whom you prepared or submitted or assisted in the preparation or submission of any new business pitch or proposal or quote in the 12-month period immediately preceding the date of termination of your employment.)</p>
Representation	<p>You hereby represent and warrant to the Company that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this agreement or to perform your obligations hereunder and that you will not, by joining the Company, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favour of any third party.</p>
Changes to Duties and/or Compensation	<p>This agreement will govern the terms and conditions of your employment with the Company throughout the period of your active employment notwithstanding the length of that employment and any changes in your employment, including any changes in your title, position, duties, level of responsibility, reporting structure, remuneration or location. The Company retains the discretion to change your title, position, duties, level of responsibility, reporting structure, or location of employment, provided that such changes do not result in a material diminution of your duties and responsibilities causing loss of dignity. You acknowledge and agree that any such</p>

	<p>change(s) shall not constitute a constructive dismissal of your employment. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.</p>
<p>Resignation</p>	<p>Should you wish to resign your employment with the Company, you will be required to provide four (4) weeks' written notice of resignation (the "Resignation Notice Period") to enable the Company to transition your work. You agree that the Company may waive all or part of the Resignation Notice Period by continuing to provide you with all of the compensation to which you are entitled under this agreement up to the end of the Resignation Notice Period and by maintaining the Benefits until the end of the Resignation Notice Period.</p>
<p>Termination by Reason of Death, Retirement or Disability</p>	<p>This agreement will terminate on your death or Retirement and will be treated as frustrated and may be terminated for frustration should you suffer a Disability. The Company shall not be obligated to make any further payments to you, except for the payment of any base salary due and accrued vacation pay owing to you at the time of termination by reason of death, Retirement or Disability and you will not be entitled to any statutory, common law and/or contractual notice, pay in lieu of notice or severance pay as a result of such termination. "Disability" means your inability to substantially fulfill your duties on behalf of the Company and its affiliates for a continuous period of six (6) months or more or for an aggregate period of nine (9) months or more during any consecutive eighteen (18) month period. "Retirement" means the cessation of your employment with the Company and its affiliates by reason of your retirement as permitted by and in accordance with the Company's retirement policy, if one exists at the relevant time.</p>
<p>Termination for Cause</p>	<p>The Company may terminate your employment at any time for wilful misconduct as defined in the <i>Employment Standards Act, 2000</i> ("ESA") or the applicable employment standards legislation in the province in which you are employed by the Company, by giving you written notice and the Company shall not be obligated to make any further payments to you, except for the payment of any base salary due and accrued vacation pay owing to you at the time of termination.</p>
<p>Termination without Cause</p>	<p>The Company may terminate your employment without Cause at any time by providing you with one week's base salary, plus the minimum notice of termination (or payment in lieu of such notice), and, if applicable, severance pay and benefits continuation as required by either the ESA or the applicable employment standards legislation in the province in which you are employed by the</p>

	<p>Company (“Applicable Employment Standards Legislation”), as amended and in force on the date of your termination. All notices, payments and benefits set out in this paragraph are intended and are deemed to satisfy all of the Company’s obligations in connection with the termination of your employment or this agreement, whether statutory, contractual or at common law. If the ESA or the Applicable Employment Standards Legislation requires greater notice of termination, severance pay, damages, continuation of benefits or any other compensation whatsoever in connection with the termination of your employment than provided in this agreement, then such statutory provisions shall be deemed incorporated into this agreement and shall prevail, but limited to the extent of such greater notice of termination, severance pay, damages, continuation of benefits or other compensation as prescribed by statute. Any payments or benefits to you provided by the Company pursuant to this section which are in excess of the minimums required by the ESA or by such other employment standards legislation as is applicable to your employment with the Company shall be conditional on delivery by you of a general release in the form attached hereto as Exhibit A. “Last Day of Employment” means the later of your last day actually worked or the end of the period of notice for which benefits must be continued under ESA, if any.</p>
Assignment	<p>Your rights under this agreement cannot be assigned or transferred by you in any manner. The Company has the right to assign this agreement without consideration or advance notice to you to its successors and assigns, including without limitation, to any of its parents, subsidiaries or affiliates or to any purchaser of all or substantially all of the Company’s equity or assets. The rights that accrue to the Company under this agreement shall pass to its successors and assigns.</p>
Independent Legal Advice	<p>You acknowledge that you have read, understand and agree with all of the provisions of this agreement, and you acknowledge that you have had sufficient opportunity to obtain independent legal advice about it.</p>
Entire Agreement	<p>This agreement and the HR Policies as they may be changed from time to time (collectively, this “Agreement”), constitute the entire agreement between you and the Company with respect to the matters addressed herein and supersedes any previous oral or written communications, representations, understandings or agreements. There are no representations, warranties, forms, conditions, undertakings, collateral agreements, express, implied or statutory between you and the Company other than expressly set forth in this Agreement. This Agreement and the execution of this Agreement has not been induced by, nor do any of the parties hereto rely upon or</p>

	regard as material any representations or writings whatsoever not incorporated into and made part of this Agreement.
Governing Law	This Agreement is governed by the laws of the Province of Ontario. The courts of the Province of Ontario will have the exclusive jurisdiction to settle and dispute or claim arising out of or in connection with this Agreement.

EXHIBIT A

RELEASE

FROM: Kamyar Hosseini

TO: Leviathan Natural Products Inc. (the “**Employer**”) and its affiliates, associates, subsidiaries, partners, joint venturers, directors, officers, employees, contractors, consultants, agents, representatives, trustees, administrators, attorneys and insurers (all collectively referred to as the “**Releasees**”)

1. In consideration of the terms of the letter dated June 9, 2022 from the Employer to me (the “**Letter Agreement**”), the receipt and sufficiency of which consideration are hereby acknowledged, and except for the obligations owed to me and referred to in the Letter Agreement, I hereby remise, release and forever discharge the Releasees of and from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, contracts, liens, claims and demands whatsoever which against any of the Releasees I now have, ever had or hereafter can, shall or may have for or by reason of any cause, matter or thing whatsoever existing to the present time, and particularly and without limiting the generality of the foregoing, of and from all claims and demands of every nature and kind in any way related to or arising from my engagement in any capacity with the Employer or any of the Releasees, whether as an employee or independent contractor, or from any employment or other agreement between me and the Employer or any of the Releasees (specifically including the employment agreement dated June 9, 2022, or the termination of such engagement, employment or other agreements, and specifically including all damages, salary, remuneration, commission, vacation pay, overtime pay, termination pay, severance pay, notice of termination, profit-sharing, pension or retiree benefits, employee stock options or other equity, bonuses, proceeds of any insurance or disability plans, or any other fringe benefit or perquisite of any kind whatsoever. The entitlements referred to in the Letter Agreement are deemed to satisfy all requirements or money owing under all applicable laws or limitation, including pursuant to the *Employment Standards Act, 2000*.

2. I confirm that the Letter Agreement has been entered into by the parties for the purposes of fully and finally settling and compromising all possible claims that I might have against any of the Releasees and, therefore, in this respect, I represent and warrant that I have not filed any complaint or initiated any proceeding, and I covenant and agree not to file any complaint or initiate any proceeding under the Employment Standards Act, 2000, under the *Human Rights Code*, under the *Workplace Safety and Insurance Act*, under the *Occupational Health & Safety Act*, under the *Labour Relations Act*, under the *Pay Equity Act*, or pursuant to any other applicable law or legislation in any jurisdiction governing or related to my employment or other engagement with any of the Releasees. For greater certainty, I agree that I am aware of my rights under the *Human Rights Code*, and I represent, warrant, and hereby confirm that I am not asserting such rights, alleging that any such rights have been breached, or advancing a human rights claim or complaint. In the event that I hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding or to make any complaint against any of the Releasees, this Release may be raised as an estoppel and complete bar to any such action,

Release may be raised as an estoppel and complete bar to any such action, claim or proceeding. I confirm that I have no right to re-instatement, re-call or re-employment with any of the Releasees and I waive and release all rights I had or may have had in this regard.

3. I further agree not to make or cause to be initiated any claims (expressly including any cross-claim, counterclaim, third party action or application) against any other person or corporation who might claim contribution or indemnity against the persons or corporations discharged by this Release, including under the provisions of the *Negligence Act* or any other statute.


4. This Release shall be binding upon me and my heirs, executors, administrators, successors and assigns and shall enure to the benefit of the Releasees and to the benefit of all of the Releasees' heirs, executors, administrators, successors and assigns.

5. I acknowledge having had an opportunity to review this Release and to obtain independent legal advice and that the only consideration for this Release is as referred to above. I further confirm that no other promises or representations of any kind have been made to me to cause me to sign this Release.

6. I acknowledge that this Release, the settlement between me and any of the Releasees or the payment of any monies to me, shall not constitute an admission of liability on the part of any of the Releasees, which liability is denied.

7. I agree that I alone shall be responsible for all tax liability resulting from my receipt of the payments referred to in the Letter Agreement and any payments received by me during the course of my engagement or employment with the Employer, except to the extent that the Employer (or any of the Releasees) has withheld funds for remittance to statutory authorities. I agree to indemnify and save the Releasees harmless from any and all amounts payable or incurred by any of the Releasees if it is subsequently determined that any greater amount should have been withheld in respect of income tax, employment insurance, Canada Pension Plan, or any other statutory withholding.

SIGNED, SEALED and DELIVERED this 15th day of June, 20 22.



Witness



Kamyar Hosseini

Schedule "B"

[attach non-competition agreement]

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This **NON-COMPETITION AND NON-SOLICITATION AGREEMENT**, dated the 9th day of June, 2022 (this “**Agreement**”), is by and among **LEVIATHAN NATURAL PRODUCTS INC.**, a corporation existing under the laws of Ontario (the “**Purchaser**”), **ONE CANNABIS MARKET INC.**, a corporation existing under the laws of Ontario (the “**Company**”), **9757085 CANADA INC.**, a corporation existing under the federal laws of Canada (“**9757085**”), **DIGITAL DASH DEVELOPMENT INCORPORATED**, a corporation incorporated under the federal laws of Canada (“**DIGITAL DASH**” and together with 9757085, the “**VENDORS**” and each of them a “**VENDOR**”) The Purchaser, the Company, and the Vendors, collectively, the “**Parties**” and each one is a “**Party**”.

WHEREAS:

- A. The Purchaser and the Vendors are parties to a share purchase agreement dated June 9th, 2022 (the “**Purchase Agreement**”), whereby the Purchaser agreed to purchase, and the Vendors agreed to sell, all of the shares owned (legally and beneficially) by the Vendors in the Company, being 100 Class A Shares, which constitute 100% of the issued and outstanding shares in the capital of the Company (the “**Purchased Shares**”);
- B. It is a condition precedent to the completion of the transactions contemplated under the Purchase Agreement that the Purchaser enter into this Agreement with the Vendors; and
- C. The Vendors acknowledge that: (i) this Agreement is an integral part of the transactions contemplated under the Purchase Agreement; (ii) the Vendors have or will, directly or indirectly, received significant benefit as a result of the completion of the transactions contemplated under the Purchase Agreement; (iii) the Purchaser is relying on the covenants and acknowledgements given by the Vendors in this Agreement in relation to such transactions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

1. INTERPRETATION

1.1. **Definitions.** Unless defined elsewhere herein, in this Agreement, the capitalized terms shall have the following meanings:

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

- (b) “**Agreement**” means this agreement, as it may be amended from time to time by the Parties hereto;
- (c) “**Closing Date**” means June 9, 2022, the date on which the Purchased Shares were purchased by the Purchaser as contemplated in the Purchase Agreement;
- (d) “**Governmental Body**” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local, provincial or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private) or any body of the foregoing.
- (e) “**Law**” means any foreign, federal, state, provincial or local law (including common law), statute, code, ordinance, rule, regulation, Order or other requirement;
- (f) “**Legal Proceeding**” means any judicial, administrative or arbitral actions, suits, mediation, investigation, inquiry, proceedings or claims (including counterclaims) by or before a Governmental Body.
- (g) “**Order**” means any order, injunction, judgment, doctrine, decree, ruling, writ, assessment or arbitration award of a Governmental Body;
- (h) “**Person**” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity;
- (i) “**Restricted Business**” shall have the meaning ascribed to it in Section 2.1(a) herein;
- (j) “**Restricted Term**” means the period from the date of this Agreement to the fifth (5th) anniversary of the Closing Date; and
- (k) “**Territory**” means Canada.

2. COVENANTS AND ACKNOWLEDGEMENTS OF THE VENDORS

2.1. Non- Competition and Non-Solicitation.

(a) During the Restricted Term, each of the Vendors agrees with and covenants in favour of the Purchaser and the Company that they shall not, and shall cause their directors, officers and Affiliates not to, directly or indirectly, own, manage, engage in, operate, control, work for, consult with, render services to, do business with, maintain any interest in (proprietary, financial or otherwise) or participate in the ownership,

management, operation or control of, any entity, whether in corporate, proprietorship or partnership form or otherwise, engaged, directly or indirectly, in the Territory in the business of providing services in the creation, development and operation of ecommerce and online digital platforms that facilitate the retail and marketing of cannabis and cannabis derivative products, including the operation of online cannabis dispensaries, and other online merchant applications involving the purchase, sale, shipment, and marketing of cannabis and cannabis products] as currently contemplated to be carried on by the Company (the “**Restricted Business**”).

(b) During the Restricted Term, each of the Vendors covenants to the Purchaser and the Company that they shall not, and shall cause their directors, officers and Affiliates not to, directly or indirectly: (i) cause, solicit, induce or encourage any employees or independent contractors of the Purchaser and Company to leave such employment or hire, employ or otherwise engage any such individual; (ii) solicit any actual or prospective client (being a client actively solicited by the Company, customer, supplier, or licensor of the Company (including any existing or former customer of the Company) or any other Person who has a business relationship with the Company, for any purpose that is directly competitive with the Restricted Business; or (iii) cause, induce or encourage any actual or prospective client (being a client actively solicited by the Company), customer, supplier, or licensor of the Company (including any existing or former customer of the Company) or any other Person who has a business relationship with the Company to terminate, reduce or modify any such actual or prospective relationship.

2.2. Confidential Information.

(a) From and after the date hereof, each of the Vendors covenants to the Company that they shall not and shall cause their directors, officers and Affiliates not to, directly or indirectly, disclose, reveal, divulge or communicate to any Person other than authorized officers, directors and employees of the Company or use or otherwise exploit for its own benefit or for the benefit of anyone other than the Company, any Confidential Information (as defined below). For clarity, the Vendors shall not have any obligation to keep confidential (or cause their Affiliates to keep confidential) any Confidential Information if and to the extent disclosure thereof is specifically required by applicable Law; provided, however, that in the event disclosure is required by applicable Law, each Vendor being so required to provide such disclosure shall, to the extent reasonably possible, provide the Purchaser and Company with prompt notice of such requirement prior to making any disclosure so that Purchaser and Company may seek a protective order or other appropriate remedy, and if such remedy is not obtained, shall disclose only that portion of the Confidential Information which that Vendor is advised by external counsel is legally required to be disclosed.

(b) For purposes of this Agreement, “**Confidential Information**” means any confidential information with respect to the Company or the Purchaser, including methods of operation, customer lists, products, services, processes, prices, fees, costs, technology, inventions, trade secrets, know-how, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters, including any technology or software proprietary to the Company or the Purchaser but Confidential

Information does not include, and there shall be no obligation hereunder with respect to, information that (i) is generally available to the public on the date of this Agreement (ii) is received after the date of this Agreement by the Vendor for use or disclosure on a non-confidential basis from a source other than the Purchaser or the Company (or their Affiliates or representatives) if such source is not prohibited from disclosing such information or (iii) becomes generally available to the public after the date of this Agreement other than as a result of a disclosure not otherwise permissible hereunder.

(c) For greater certainty, this Section 2.2 shall survive the termination of this Agreement.

3. **COVENANTS AND ACKNOWLEDGEMENTS OF PARTIES**

3.1. Mutual Non-Disparagement.

(a) From and after the Closing Date, each of the Vendors covenants with the Purchaser and the Company that they shall not, and shall cause their directors, officers and Affiliates not to, directly or indirectly make, publish or communicate any statement or any other expressions (in writing, orally or otherwise) on television, radio, the Internet (including email, chat, social media, or text message) or other media or to any Person, including in communications with any customers, referral sources, vendors, prospects, employees or sales representatives, which are in any way disparaging of any of the Company, Purchaser or any of their respective Affiliates, and all of their respective directors, officers, shareholders, employees, agents and representatives, or of the products or services of the Company or its business or any portion thereof provided that this section shall not restrict the Vendor from commencing any Legal Proceedings.

(b) Sections 3.1(a) shall survive termination or expiry of this Agreement.

4. ACKNOWLEDGEMENT OF REASONABLENESS

4.1. Acknowledgement of Reasonableness.

Each of the Vendors hereby acknowledges and agrees that the covenants to the Purchaser and the Company set forth in this Agreement are reasonable and necessary for the protection of the Purchaser's and the Company's business interests, that Purchaser is relying on the covenants and agreements set forth in this Agreement and that without such covenants Purchaser would not have entered into the Purchase Agreement, or completed the transactions contemplated on Closing Date.

5. REMEDIES

5.1. Remedies.

(a) The covenants and undertakings contained in this Agreement relate to matters which are of a special, unique and extraordinary character and a violation of any of the terms of this Agreement will cause irreparable injury, the amount of which will be impossible to estimate or determine and which cannot be adequately compensated.

Accordingly, the remedy at law for any breach of this Agreement will be inadequate. Therefore, any Party will be entitled to a temporary and permanent injunction, restraining order or other equitable relief from any court of competent jurisdiction in the event of any breach of this Agreement without the necessity of proving actual damage or posting any bond whatsoever.

(b) The rights and remedies provided by this Agreement are cumulative and in addition to any other rights and remedies which a Party may have hereunder or at law or in equity.

(c) Further, each of the Vendors agrees that it will not challenge the reasonableness of the time period, geographic coverage, business limitations or any other feature of any of the provisions of this Agreement in any Legal Proceeding, regardless of whether Purchaser, Company or the Vendor initiates such Legal Proceeding, and that each of the Vendors shall be jointly and severally liable for any breach by his Affiliates of this Agreement.

(d) If either of the Vendors or their Affiliates (together the **“Defaulting Parties”** and each a **“Defaulting Party”**) breach, or threatens to commit a breach of, any provision of Sections 2.1, 2.2 or 3.1(a) (the **“Restrictive Covenants”**), Purchaser and Company shall have the following rights and remedies against each Defaulting Party, each of which rights and remedies shall be independent of the others and severally enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to Purchaser and/or Company at Law or in equity:

- (i) the right and remedy to have the Restrictive Covenants specifically enforced against the Person in breach thereof; and
- (ii) the right and remedy to require such Person to account for and pay over to the Company any profits, monies, accruals, increments or other benefits derived or received by such Person as the result of any transactions constituting a breach of the Restrictive Covenants.

6. GENERAL

6.1. Severability. If any provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, such provision is hereby acknowledged and deemed to be severable from the remainder of this Agreement and shall not, in any event, affect or impair the validity of the remainder of this Agreement. Without limiting the foregoing, the Parties acknowledge and agree that each of Sections 2.1(a), 2.1(b), 2.2, 2.3(a) and 2.3(b) reflect separate and individual covenants and each such section shall be severable one from the other.

6.2. Waiver. No waiver of any provision of this Agreement is binding unless it is in writing and signed by the Party entitled to grant the waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.

6.3. Assignment. Each Party acknowledges and agrees that it shall not assign or transfer this Agreement or any of its obligations under this Agreement except with the other Party's prior written consent, and that any purported assignment or transfer of this Agreement by such Party of its obligations under this Agreement other than in accordance with this Section 6.3 shall be null and void.

6.4. Enurement. This Agreement enures to the benefit of and binds the Parties and their respective successors, heirs, executors, administrators and permitted assigns.

6.5. Preamble/Recital. The Parties acknowledge and agree that the provisions contained in the recital/preamble section of this Agreement shall form part of this Agreement and may be relied upon by any Party.

6.6. Amendment. No amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by each Party to this Agreement.

6.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

6.8. Counterparts; Electronic Delivery. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail or by means of DocuSign or other similar signing software (any such delivery, an "**Electronic Delivery**") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party, each other Party shall re-execute the original form of this Agreement and deliver such form to all other Parties. No Party shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed personally or by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER:

**LEVIATHAN NATURAL PRODUCTS
INC.**

By: _____

Name:

Title:

COMPANY:

ONE CANNABIS MARKET INC.

By: Kamyar H. _____

Name: Kamyar Hosseini

Title: President

VENDORS:

9757805 CANADA INC.

By: _____

Name:

Title:

**DIGITAL DASH DEVELOPMENT
INCORPORATED**

By: Kamyar H. _____

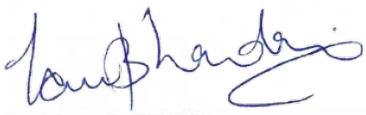
Name: Kamyar Hosseini

Title: President

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed personally or by their respective officers thereunto duly authorized, as of the date first written above.


PURCHASER:

**LEVIATHAN NATURAL PRODUCTS
INC.**

By: 
Name: Tanvi Bhandari
Title: Director


COMPANY:

ONE CANNABIS MARKET INC.

By: 
Name: Kamyar Hosseini
Title: President

VENDORS:

9757805 CANADA INC.

By: 
Name: NISARG VRAJLAL
Title: DIRECTOR

**DIGITAL DASH DEVELOPMENT
INCORPORATED**

By: 
Name: Kamyar Hosseini
Title: President