

**FORM 51-102F3  
MATERIAL CHANGE REPORT**

**Item 1            Name and Address of Company**

**Mag One Products Inc.** (the “Company” or “MOPI”)  
#600 – 777 Hornby Street  
Vancouver, BC, V6Z 1S4

**Item 2            Date of Material Change**

August 18, 2020

**Item 3            News Release**

The news release attached hereto as Schedule “A” announcing the material change described herein was disseminated through the news dissemination services of the Newswire on August 19, 2020.

**Item 4            Summary of Material Change**

The Company announced it has signed License and Commercialization Agreement with Vera CLS Pty Ltd. (“Vera”).

**Item 5            Full Description of Material Change**

**5.1                Full Description of Material Change**

The Company announced it has signed License and Commercialization Agreement with Vera CLS Pty Ltd. (“Vera”).

MOPI will receive an exclusive license for the manufacturing, commercialization and distribution of all Vera Licenced Products which include all natural, plant-based disinfectant and cleaning solutions. MOPI’s exclusivity encompasses the United States of America, including the District of Columbia and all territories and possessions of the United States of America, including Puerto Rico and the U.S. Virgin Islands, Canada and all of its provinces and territories, and the European Union (“the **Territory**”). The Agreement provide MOPI exclusive licensing and commercialization rights in this Territory for five years with 2 subsequent 5-year exclusive renewal terms.

Vera will receive a one-time payment of one hundred thousand dollars (Canadian) and an ongoing royalty of 8% of gross sales for the five-year period of the agreement. The one-time payment of one hundred thousand dollars will be paid out on the following schedule:

- \$25,000 within 14 days from the signing of this agreement
- \$25,000 within 14 days after the initial payment
- \$25,000 within 90 days of the last payment
- \$25,000 within 90 days of the last payment

The 8% Royalty will be paid within 30 days at the end of each quarter.

There is no obligation to pay the total unpaid part of the Initial Licensing Payment if this Agreement is terminated prior to the due date for a particular unpaid payment related thereto.

Year two of the agreement provides a guaranteed royalty to Vera of one hundred and twenty thousand dollars (Canadian) or 8% of gross sales – whichever is the greater of the two. Years three to five require a minimum growth of 10% year over year in royalty payments.

**5.2 Disclosure for Restructuring Transactions**

Not applicable.

**Item 6 Reliance on Subsection 7.1(2) of National Instrument 51-102**

Not applicable.

**Item 7 Omitted Information**

Not applicable.

**Item 8 Executive Officer**

**Tony Louie**  
President & CEO

For more information, please contact the Company at:  
Telephone: 604-319-8712

**Item 9 Date of Report**

August 21, 2020



**MAG ONE PRODUCTS INC.** CSE: MDD | Frankfurt: 304, Equity | OTC MGPRF

**PRESS RELEASE**

**MAG ONE SIGNS LICENSE AND COMMERCIALIZATION AGREEMENT WITH VERA CLS PTY LTD**

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Vancouver, B.C., Canada – Aug 19<sup>th</sup>, 2020 – **Mag One Products Inc.** – CSE: MDD; Frankfurt: 304, Equity; OTC MGPRF - (the “**Company**” or “**MOPI**”) is pleased to announce that it has signed License and Commercialization Agreement with Vera CLS Pty Ltd. (“**Vera**”).

MOPI will receive an exclusive license for the manufacturing, commercialization and distribution of all Vera Licenced Products which include all natural, plant-based disinfectant and cleaning solutions. MOPI’s exclusivity encompasses the United States of America, including the District of Columbia and all territories and possessions of the United States of America, including Puerto Rico and the U.S. Virgin Islands, Canada and all of its provinces and territories, and the European Union (“the **Territory**”). The Agreement provide MOPI exclusive licensing and commercialization rights in this Territory for five years with 2 subsequent 5-year exclusive renewal terms.

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Tony Louie, President and CEO of Mag One, said the following: “We are extremely excited to finalize our agreement with Vera CLS. There is a massive need in the marketplace at the moment with this ongoing COVID-19 Pandemic and focus on disinfectant protocols. We believe this agreement bolsters Mag-One’s roster of industrial products, and the company will continue to look to expand product lines in the future with exciting and innovative products.”

**About Vera CLS**

VERA produces safe, multi-purpose highly potent plant-based disinfectants, sanitizers, concentrates and other solution formulations with a unique paramagnetic efficacy that both cleans and starves bacteria from multiplying on surfaces

The Transformative Cleaning® power of VERA products cleans soiled and dirty surfaces, including fabrics, through its deep penetrating cleansing action that dissolves and purges soiling and contaminants.

#600 -777 Hornby Street, Vancouver, BC V6Z 1S4 Canada

T:+1.514.928.6512 E: info@MagOneProducts.com www.MagOneProducts.com



MAG ONE

Effective cleaning with VERA products offers 99.9% of hygiene requirements and is most suited in quelling the transmutation of bacteria into superbugs that host viruses, including coronaviruses, that have been increasingly occurring in today's world and environment

<https://www.veraclean.com.au/>

On behalf of the Board, “*Tony Louie*”, President & CEO, Mag One Products Inc.

*Neither the Canadian Securities Exchange nor CNSX Markets accepts responsibility for the adequacy or accuracy of this news release.*

#### **About Mag One Products Inc.**

**Mag One Products Inc.** is a technology, processing & production company. Using its game-changing technology, Mag One Products aims to be the most environmentally friendly & sustainable producer of magnesium (Mg) metal, ultrapure Mg compounds, by-products and vertically integrated co-products. For further information or questions respecting the Company kindly contact the Company via email at: [info@MagOneProducts.com](mailto:info@MagOneProducts.com). Additional information can be found on the Company’s website at [www.MagOneProducts.com](http://www.MagOneProducts.com) or by viewing the Company’s filings at [www.sedar.com](http://www.sedar.com).

#### **Forward-Looking Information**

Information set forth in this press release may involve forward-looking statements, including statements relating to reinstatement for trading on the CSE. Forward-looking statements are statements that relate to future, not past, events. In this context, forward-looking statements often address a company’s expected future business and financial performance, and often contain words such as “anticipate”, “believe”, “plan”, “estimate”, “expect”, and “intend”, statements that an action or event “may”, “might”, “could”, “should”, or “will” be taken or occur, or other similar expressions. By their nature, forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements, or other future events, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such factors include, among others, the following risks: risks associated with marketing and sale of securities; the need for additional financing; reliance on key personnel; the potential for conflicts of interest among certain officers or directors with certain other projects; and the volatility of common share price and volume. Forward-looking statements are made based on management’s beliefs, estimates and opinions on the date that statements are made and except as required by law, the Company undertakes no obligation to update forward-looking statements if these beliefs, estimates and opinions or other circumstances should change. Investors are cautioned against attributing undue certainty to forward-looking statements. For further information on risk, investors are advised to see the Company’s MD&A and other disclosure filings with the CSE regulators which are found at [www.sedar.com](http://www.sedar.com).