

Dated 1 March 2021

BUSINESS SALE AGREEMENT

between

- (1) EMMAC Life Sciences Limited
- (2) EMMAC Suisse Sarl
- (3) Rokshaw Limited
- (4) Yooma Wellness Inc.

and

- (5) Yooma Europe Limited

Relating to

the purchase by Yooma Europe Limited of certain assets owned directly or indirectly by EMMAC Life Sciences Limited

THIS AGREEMENT is dated 1 March 2021

BETWEEN:

- (1) **EMMAC LIFE SCIENCES LIMITED** a company incorporated and registered in England with company number 11253633 whose registered office is at c/o Hill Dickinson LLP The Broadgate Tower, 20 Primrose Street, London, United Kingdom, EC2A 2EW (**EMMAC**);
- (2) **EMMAC SUISSE SARL (GMBH)** (registered in Switzerland) whose registered office is at Chemin du Pre-de-la-tour 7, 1009 Pully, Switzerland (**EMMAC Suisse**);
- (3) **ROKSHAW LIMITED** a company incorporated and registered in England with company number 08154114 with its registered office at Unit 5a East Way, Rivergreen Industrial Estate, Sunderland, SR4 6AD (**Rokshaw**);
- (4) **YOOMA WELLNESS INC.**, a company incorporated and registered in Ontario, Canada with its registered office address at 135 Yorkville Avenue, Suite 900, Toronto, Ontario M5R 0C7, Canada (**Yooma**); and
- (5) **YOOMA EUROPE LIMITED** a company incorporated and registered in England with company number 13200422 whose registered office is at c/o Hill Dickinson LLP The Broadgate Tower, 20 Primrose Street, London, United Kingdom, EC2A 2EW (**Buyer**),

each a “**party**” and together the “**parties**”.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following words and expressions have the following meanings unless inconsistent with the context:

Agreement means this Agreement;

Assets means all the assets, property and rights to be sold to the Buyer pursuant to the terms of this Agreement;

Blossom means the “Blossom” brand and Blossom Business (as defined below) owned and operated by the Sellers including but not limited to relevant Goodwill and Intellectual Property Rights;

Blossom Business means the Blossom business (being the retail of the Blossom Products) as now carried on by the Sellers under the name “Blossom” comprising, inter alia, business which relates to the sale, distribution and marketing of the Blossom Products detailed in Schedule 3;

Blossom Products means the Blossom products sold by the Sellers as at the date of this Agreement as set out at Schedule 4 of this Agreement.

Book Debts means all book and other debts accrued or accruing due to the Sellers in respect of the Business at Completion, whether or not invoices have been raised for them;

Brands means the brands used by the Sellers in relation to the Business as set out at Schedule 4;

Business means together the Blossom Business, the MYO Business and the GreenLeaf Business.

Business Trade Marks means the Trade Marks which are used by the Sellers in the course of or in relation to the Business and its goods or services, including the domain names and those Trade Marks listed in Schedule 4;

Buyer's Solicitors means Owens Wright LLP, 300-20 Holly Street, Toronto, Ontario M4S 3B1;

Completion means the performance by the Parties of their respective obligations under Clause 7;

Confidential Information means with respect to any person, all trade secrets, data, know-how and other such information (in whatever form held including written, oral, visual and electronic) which is for the time being not publicly known which is used in the business of, or otherwise relates to, such person;

Consideration means US\$8,106,000 satisfied in full by the Buyer by issue to EMMAC (or its nominee) of the Consideration Shares in accordance with Clause 7;

Consideration Shares means the shares of Yooma issued and/or delivered to EMMAC (or its nominee) pursuant to Clause 7.3;

Contracts means the written contracts of the Sellers relating to the Blossom Business and/or the MYO Business as set out at Schedule 5;

Employees means the persons set out at Schedule 1;

Excluded Assets means all and any manufacturing assets or equipment, machinery or personnel used by the Sellers in relation to the manufacture of products;

Encumbrances means a mortgage, charge, pledge, lien, option, restriction, equities, right of first refusal, right of pre-emption, right of set off, third-party right or interest, assignment by way of security, other encumbrance or security interest of any kind or another type of preferential arrangement (including a title transfer or retention arrangement) having similar effect howsoever arising;

Goodwill means the goodwill of the Business and the exclusive right for the Buyer to represent itself as carrying on the Business in succession to the Sellers including the benefit of the Contracts and pending engagements and the right to all lists of customers and suppliers of the Business;

GreenLeaf means Green Leaf Company SAS, a company incorporated in France with company registration number 833540636 RCS Brive, whose registered office is at Zone Artisanale de L'Escudier, 19270 Donzenac, France;

GreenLeaf Business means the business and operations of GreenLeaf as conducted on the date of this Agreement;

GreenLeaf Shares means all issued and outstanding shares and other securities of GreenLeaf, together with all options, warrants, convertible debt, contractual rights and other agreements or commitments convertible, exchangeable or exercisable for such shares and other securities;

HMRC means HM Revenue and Customs;

Intellectual Property means:

- (a) the Sellers' Trade Marks and the goodwill associated with each or any of them;
- (b) the Technical Information and Formulations; and
- (c) trade and other names, logos, copyrights, marketing material and all other intellectual property (whether registered or unregistered), which is used in, required for or material to the conduct of the Business at the date of this Agreement, or which relates to any of the Assets of the Business, including those items set out in Schedule 4;

Intellectual Property Rights means any rights and interest as currently owned by the Sellers in relation to the Intellectual Property as listed in Schedule 4;

IT Assets means all computer software, middleware and systems, information technology and associated documentation as well as websites used in connection with the Business and any rights therein;

MYO means the "MYO Plant Nutrition" brand and MYO Business (as defined below) owned and operated by the Sellers including but not limited to relevant Goodwill and Intellectual Property Rights;

MYO Business means the business (being the retail of the MYO Products) as now carried on by the Sellers under the name "MYO Plant Nutrition" comprising, inter alia, business which relates to the sale, distribution and marketing of the MYO Products detailed in Schedule 3;

MYO Products means the MYO Plant Nutrition products sold by the Sellers as at the date of this Agreement as set out at Schedule 4 of this Agreement.

Patent means the patent application, short particulars of which are set out in Schedule 4, and the granted patent issuing from such application.

Receivable(s) means all right, title and interest of the Sellers under any Contracts including, but not limited to, the right to receive all monies whatsoever payable by the customer under the relevant Contract;

Rokshaw Terms & Conditions means the standard terms and conditions of Rokshaw for white label manufacturing of products as set out at Part A of Schedule 2 of this Agreement;

Sellers means together EMMAC, Rokshaw and EMMAC Suisse;

Sellers' Solicitors means Hill Dickinson LLP of The Broadgate Tower, 20 Primrose Street, London EC2A 2EW;

Stock means the stock-in-trade and work-in-progress of the Business at Completion including (without limitation) current and usable components, raw materials and stores under the control of the Sellers (whether or not subject to reservation of title by the supplier), and including the finished products of the Business as detailed in Schedule 3;

Technical Information and Formulations means all data, formulations, drawings, recipes, specifications, instructional materials, of whatever nature, used by the Sellers in connection with the Business as at the date of this Agreement;

Trademarks means business names, domain names, registered and unregistered trade and service marks and applications for registration of any of these including but not limited to the Business Trade Marks set out at Schedule 4;

Warranties means the warranties, representations and undertakings set out in Schedule 6;

VAT means value added tax;

Yooma IPO means the reverse takeover of Yooma Corp. by Globalive Technology Inc. completed on 10 February 2021;

Yooma Share Price means CAD\$1.384 per common share;

Yooma License Agreement means the license agreement between EMMAC and Yooma dated 18 January 2021; and

Yooma Undertaking means the undertaking from Yooma to EMMAC in the form set out at Schedule 7 of this Agreement.

1.2 Interpretation

In this Agreement:

- 1.2.1 the terms **in writing** and **written** shall include email but shall not include fax or any communication using social media;
- 1.2.2 words importing the singular shall be construed as importing the plural and vice versa;
- 1.2.3 where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons;
- 1.2.4 any reference to a clause or a paragraph or a schedule is to one in this Agreement so numbered;
- 1.2.5 reference to this **Agreement** shall include any variation, amendment or supplemental to this Agreement; and
- 1.2.6 in the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it, and any and every order, instrument, regulation, direction or plan made or issued under the statute or deriving validity from it.

2 AGREEMENT TO TRANSFER & LICENSE

2.1 Subject to the terms and conditions of this Agreement, and with a view to the continued operation of the Business as a going concern by the Buyer, the Sellers undertake to sell, transfer and assign to the Buyer, and the Buyer undertakes to purchase and acquire from the Sellers, with effect as at Completion, free from any Encumbrances or other obligations except those that are expressly contemplated by this Agreement:

- 2.1.1 all of the issued GreenLeaf Shares;
- 2.1.2 the Stock listed in Schedule 3, Part A and Part B; together with the liabilities outstanding in respect of such Stock;
- 2.1.3 the Intellectual Property Rights listed in Schedule 4;
- 2.1.4 the IT Assets;

- 2.1.5 the Goodwill and the right to manufacture, distribute and retail the Blossom Products and the MYO Products; and
- 2.1.6 the Contracts listed in Schedule 5.
- 2.2 For the avoidance of doubt, the Book Debts and other Receivables of the Sellers together with all cheques, bills, notes and securities receivable for them in relation to the Business (excluding the GreenLeaf Business) due in respect of products supplied and/or ordered by or from the Sellers prior to the date of this Agreement shall be for the benefit of the Sellers (but shall be subject to the terms of the Yooma License Agreement).
- 2.3 On completion of the acquisition of the Assets by the Buyer the Yooma License Agreement shall terminate save that:
 - 2.3.1 any Book Debts and/or Receivables that remain outstanding to any of the Sellers as at such date shall continue to be accounted for (and relevant fees and commissions paid to the Seller) in accordance with its terms; and
 - 2.3.2 the Buyer grants to the Sellers a non-exclusive, non-transferrable, royalty-free licence to use the Intellectual Property to the extent required during the Manufacturing Period (Clause 8.2) and to meet their respective obligations under the Contracts that are not assigned and/or novated to the Buyer pursuant to Clause 6.2 of this Agreement.
- 2.4 If any Asset is not transferred to the Buyer immediately on Completion for any reason, the Sellers shall use reasonable endeavours to ensure that such Asset is transferred to the Buyer provided that no consideration shall be payable by any person for such transfer and pending such transfer the Sellers shall hold the same in trust for the Buyer and act in relation to the Asset in accordance with the reasonable instructions of the Buyer in relation thereto.
- 2.5 Subject to the terms and conditions of this Agreement, with effect from the expiry of the Manufacturing Period, the Sellers shall grant to the Buyer an irrevocable (except in the case of non-payment of an amount contemplated by Clause 2.6), non-exclusive, non-transferrable, royalty-free licence under the Patent in the field of use for cosmetic preparations, to manufacture, use and sell or otherwise supply Blossom Products.
- 2.6 For so long as Buyer retains a non-exclusive licence granted under Clause 2.5 above, the Sellers will have the right to seek reimbursement from the Buyer for 25% of all reasonable patent application, prosecution and maintenance expenses ("**Patent Expenses**") in connection with the prosecution and maintenance of the Patent in those territories selected by the Sellers. Where the Buyer requests the Sellers to file, prosecute and maintain the Patent in a specific territory or territories, the Sellers shall make reasonable efforts to do so, as soon as reasonably practicable, and the Buyer shall reimburse to Sellers 75% of the Patent Expenses for those territories.
- 2.7 The Sellers shall have exclusive control over and conduct of all claims and proceedings in respect of the Patent and shall, in their absolute discretion, decide what action if any to take. The Buyer shall provide the Sellers with all assistance as they may reasonably require in the conduct of any claims or proceedings.
- 2.8 Nothing in this Agreement shall constitute any representation or warranty that any Patent shall proceed to grant or is valid, or that the exercise by the Buyer of rights granted under this Agreement will not infringe the rights of any person.

3 VAT

- 3.1 All sums payable, or consideration given, by the Buyer under this Agreement are exclusive of VAT and the Buyer shall in addition pay an amount in cash equal to any VAT properly chargeable on those sums or consideration.
- 3.2 The Sellers and the Buyer intend that article 5 of the Value Added Tax (Special Provisions) Order 1995 (SI 1995/1268) shall apply to the sale of the Assets under this Agreement and agree to use all reasonable endeavours to secure that the sale is treated as neither a supply of goods nor a supply of services under that article.
- 3.3 If HMRC, at any time, determines in writing that VAT is payable on the sale of all or some of the Assets, the Sellers shall promptly deliver to the Buyer a copy of that written determination and a proper VAT invoice in respect of the VAT payable and the Buyer shall within 14 days of the receipt of such determination and VAT invoice pay to the Sellers a sum equal to the amount of VAT determined by HMRC to be chargeable.
- 3.4 The Buyer:
- 3.4.1 warrants to the Sellers that it is registered for VAT purposes.
- 3.4.2 undertakes to the Sellers that it will, on and immediately after Completion, use the Assets to carry on the same kind of business (whether or not as part of any existing business of the Buyer) as that carried on by the Sellers in relation to the Assets before Completion.

4 RISK

- 4.1 The benefit and burden of the Assets, and risk of the Business, to the extent that it is sold and purchased under this Agreement, including the risk of any loss or damage to any of the Assets, shall pass to the Buyer at Completion.
- 4.2 The obligation to maintain product liability insurance (and other customary insurance) to operate the Business shall pass to Yooma immediately and irrevocably on Completion.

5 EMPLOYEES

- 5.1 On Completion, the employment agreement of each Employee shall be transferred to the Buyer by virtue of the operation of the statutory transfer provisions applicable. The parties agree that the sale and purchase pursuant to this Agreement will not operate so as to terminate the contracts of employment of any of the Employees. For the avoidance of doubt, no other employee of the Sellers shall transfer their employment to the Buyer on Completion except as set out in Schedule 1.

6 CONTRACTS

- 6.1 The Sellers shall, at their own cost and at the Buyer's request, use their reasonable endeavours to obtain from the other parties and relevant persons in relation to the Contracts detailed in Schedule 5, any necessary consent to the substitution of the Buyer in the place of the relevant Seller as a party, whether by assignment, novation or otherwise. In any case where consent is refused or otherwise not readily obtained, and until consent is obtained, the provisions of Clause 6.2 shall apply.
- 6.2 In any case where the consent referred to in Clause 6.1 is refused or otherwise not readily obtained, the relevant Seller shall hold and perform the relevant contracts on a fiduciary basis in its own name but for the account, and in accordance with the instructions, of the Buyer. The Sellers shall hold any money, goods or other benefits

received by them under the Contract as agent of and trustee for the Buyer, and shall as soon as reasonably practicable following receipt, account for and pay or deliver to the Buyer all such money, goods and other benefits without any deduction or withholding whatever, save as set out in Clause 6.3 and as may be required by law or in respect of VAT.

- 6.3 The Buyer shall assume the economic burden of, and indemnify the Sellers against, any reasonable expenses arising in connection with the Contract and the Sellers shall be entitled to set off sums incurred by the Sellers in performing the Contracts, prior to making any payment to the Buyer under Clause 6.2.

7 COMPLETION

- 7.1 Completion shall take place immediately after execution of this Agreement at such place as agreed by EMMAC and the Buyer including the offices of the Sellers' Solicitors.

- 7.2 At Completion the Sellers shall deliver or cause to be delivered to the Buyer:

7.2.1 a duly executed copy of this Agreement;

7.2.2 duly executed agreements assigning all Trademarks and Intellectual Property Rights and IT Assets as set out in Schedule 4 of this Agreement;

7.2.3 a duly executed deed of assignment together with all of the notices of assignments in favour of the Buyer vis-a-vis of all Contracts as set out in Schedule 5 which are capable of being assigned;

7.2.4 contracts of employment for the Employees (or other written agreement from such parties to transfer their employment on the same terms as their existing contract to the Buyer);

7.2.5 title to all of the Assets that are capable of passing by delivery including but not limited to the Stock as detailed in Schedule 3; and

7.2.6 all original share certificates or other similar instruments for the GreenLeaf Shares, together with share transfer documentation in favour of the Buyer, duly endorsed by the Sellers;

- 7.3 At Completion the Buyer shall:

7.3.1 deliver to EMMAC a signed copy of the Yooma Undertaking;

7.3.2 subject to Clause 7.6 below, pay the sum of US\$8,106,000 to be satisfied in full by issue to EMMAC (or its nominee), as soon as reasonably practicable, of 7,459,981 new common shares of Yooma each with an implied price equal to the Yooma Share Price.

- 7.4 The Consideration for the Assets shall be apportioned as set out below.

7.4.1 *[redacted – competitively sensitive information];*

7.4.2 *[redacted – competitively sensitive information];*

7.4.3 *[redacted – competitively sensitive information];*

7.4.4 *[redacted – competitively sensitive information];*

7.4.5 [redacted – competitively sensitive information]; and

7.4.6 [redacted – competitively sensitive information].

7.5 The Parties acknowledge and agree that the Consideration Shares will be subject to (i) compliance with applicable Securities Laws, and (ii) escrow arrangements for a period of 364 days, with the Consideration Shares releasing from escrow in tranches of 1/2 after 6 months and the balance on the 264th day following the date of this Agreement

7.6 The Consideration is based on a US Dollar price for the Assets of US\$8,8106,000 at an exchange rate of US\$1.00 = C\$1.2737 Canadian Dollars.

8 SERVICES OF THE SELLERS POST-COMPLETION

8.1 For a period of 3 months following Completion (the “**Support Period**”), at the cost of the Sellers, the Sellers shall provide such support and reasonable assistance as the Buyer reasonably requests to ensure the smooth transition of the Business in accordance with the terms of this Agreement. Support and management services after the Support Period shall be subject to commercial terms being agreed in writing between the parties.

8.2 For a period of [redacted – competitively sensitive information], Rokshaw shall continue to manufacture the MYO Products on behalf of the Buyer in accordance with the relevant Contracts (the “**Manufacturing Period**”). The Buyer shall co-operate with Rokshaw and provide it with such information and assistance as Rokshaw shall reasonably require to enable it to perform the manufacturing services.

8.3 [redacted – competitively sensitive information]:

8.3.1 [redacted – competitively sensitive information]; or

8.3.2 [redacted – competitively sensitive information].

8.4 [redacted – competitively sensitive information].

8.5 Orders of products to be manufactured by the Sellers shall be processed in accordance with Part B of Schedule 2.

9 LIABILITIES

9.1 The Sellers agree to remain solely responsible for all the liabilities incurred in relation to the Blossom Business and the MYO Business and outstanding at Completion, save as otherwise expressly provided in this Agreement. The Sellers undertake to discharge such liabilities and to indemnify the Buyer fully at all times from and against any and all claims, actions, proceedings, demands, liabilities, costs and expenses in connection with any of them.

9.2 For the avoidance of doubt, from the date of Completion the Buyer shall assume all costs and liabilities of GreenLeaf existing at the date of Completion incurred in the ordinary course of GreenLeaf Business (and shall be entitled to receive for its benefit all receivables and book-debts of GreenLeaf).

10 WARRANTIES

10.1 The Sellers warrant to the Buyer in the terms of the Warranties and that the Warranties are at the date of this Agreement and at Completion true, accurate and not misleading. The remedies of the Buyer in respect of any breach of any of the

Warranties shall continue to subsist notwithstanding Completion. Each of the Warranties shall be separate and independent and save as expressly otherwise provided shall not be limited by reference to any other such Warranty or by anything else in this Agreement.

- 10.2 Claims against the Sellers for breach of Warranties shall survive Completion and shall remain in full force and effect until the date falling 12 months after the date of Completion. Any claim against the Sellers for breach of Warranties shall be time-barred unless a notice of breach is delivered to the Sellers before expiration of the 12 month time period set forth above and Buyer initiates proceedings against Sellers within 6 months after expiration of such period.

11 COSTS, STAMP DUTY AND TAX

11.1 The Parties shall pay their own costs in connection with the negotiation, preparation and implementation of this Agreement and any agreement, deed or document incidental to or referred to in this Agreement.

11.2 The Sellers shall be responsible for and pay (or indemnify the Buyer for the payment of) any taxes to the extent that they arise as a consequence of the conduct of the Business, the performance of the transferred Contracts or the ownership, operation and actual value of the Assets up to the day prior to the date of Completion.

12 FURTHER ASSURANCE

Each of the Parties undertakes with the other to execute and deliver any other documents and take any other steps reasonably required to achieve Completion of this and perfect the transfer of the Assets to the Buyer under this Agreement.

13 ASSIGNMENT

This Agreement is personal to the Parties and may not be assigned by either party without the prior written consent of the other.

14 COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original but all the counterparts together shall constitute the same document.

15 RIGHTS OF THIRD PARTIES

Save as expressly provided in this Agreement a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any terms of this Agreement.

16 ENTIRE AGREEMENT

This Agreement, together with all agreements entered into or to be entered into pursuant to the terms of this Agreement, constitutes the entire agreement between the Parties in connection with the matters dealt with therein and (save in respect of fraudulent misrepresentation) supersedes and extinguishes all previous agreements between the Parties (whether orally or in writing) in connection with the matters dealt with therein.

17 NOTICES

17.1 Any notice required to be given by either party to the other shall be in writing, and shall be served by delivering it by hand or by sending it by prepaid first class post or email to a party:

- 17.1.1 at its registered address; or
- 17.1.2 to the email address notified to the parties from time-to-time.
- 17.2 Any notice so served shall be deemed to have been served:
 - 17.2.1 if delivered by hand, at the time of delivery; and
 - 17.2.2 if sent by first class post before 4.00 pm, on the second day after posting.
- 17.3 In proving service it shall be sufficient to prove:
 - 17.3.1 in the case of a notice delivered by hand, that the letter was properly addressed and delivered to that address;
 - 17.3.2 in the case of a notice sent by post, that the letter was properly stamped, addressed and placed in the post;
 - 17.3.3 in the case of email, at the time of transmission to a valid email address notified to a party in writing (or in customary use between the parties).
- 17.4 A notice served upon the Buyer or the Sellers at its registered office or by email shall be addressed to:
 - 17.4.1 in the case of the Buyer : Jordan Greenberg
 - 17.4.2 in the case of the Sellers: Antonio Costanzo

18 **LAW AND JURISDICTION**

- 18.1 This Agreement shall be subject to and governed by the laws of England.
- 18.2 Any dispute, controversy or claim arising out of, or in relation to, this Agreement, including the validity, invalidity, breach, or termination thereof, shall be exclusively settled by the courts of England.

IN WITNESS whereof the Parties have executed this Agreement as a deed and it is hereby executed and delivered on the day and year first before written.

SCHEDULE 1

EMPLOYEES

[redacted – personal information]

SCHEDULE 2

ROKSHAW TERMS & CONDITIONS

[redacted – competitively sensitive information]

SCHEDULE 3

STOCK (WHAT THE HEMP)

Product Group	Valuation Method	Item Code	Item name	Quantity	Stock Unit	Value
20	Actual	MWELL00116	What the Hemp Bites Apple 12 x 40g	111	Each	2,318
20	Actual	MWELL00117	What the Hemp Bites Tomato & Herb 12 x 40g	109	Each	2,295
22	Actual	WM000272	What the Hemp Bites Apple Outer carton (SRP)	64	Each	352
22	Actual	WM000273	What the Hemp Bites Tomato & Herb Outer carton (SRP)	70	Each	385
				Total Value:		5,350

STOCK (MYO)

Product Group	Valuation Method	Item Code	Item name	Quantity	Stock Unit	Value
20	Actual	MWELL00006	MYO CBD OIL 5% MINT (10ml)	967	Each	
20	Actual	MWELL00007	MYO CBD OIL 5% CITRUS (10ml)	395	Each	
20	Actual	MWELL00047	MYO Protein Tube with bag - Vanilla (500g)	464	Each	3,463
20	Actual	MWELL00048	MYO Protein Tube with bag - Chocolate (500g)	58	Each	315
20	Actual	MWELL00049	MYO BCAA Tube with bag - Pineapple & Peach (250g)	593	Each	
20	Actual	MWELL00050	MYO BCAA Tube with bag - Mixed Berry (250g)	498	Each	
20	Actual	MWELL00051	MYO Clean Greens Tube with bag Orange & Lime (250g)	178	Each	
20	Actual	MWELL00059	MYO Protein Chocolate Bulk 1g	35000	GRAM	388
20	Actual	MWELL00060	MYO Protein Vanilla Bulk 1g	793925	GRAM	6,846
20	Actual	MWELL00061	MYO BCAA Mixed Berry Bulk 1g	42025	GRAM	
20	Actual	MWELL00063	MYO Clean Greens Orange & Lime Bulk 1g	45000	GRAM	
20	Actual	MWELL00082	MYO Protein Tube EN/FR/DE Chocolate 500g	189	Each	1,333
20	Actual	MWELL00083	MYO Protein Tube EN/FR/DE Vanilla 500g	12	Each	71
20	Actual	MWELL00119	MYO Repair BCAA Pineapple and Peach 250g	278	Each	

20	Actual	MWELL00120	MYO Repair BCAA Mixed Berry 250g	201	Each	
20	Actual	MWELL00121	MYO Reset Clean Greens Lemon and Lime 250g	69	Each	
20	Actual	MWELL00126	MYO Protein Tube EN/FR/DE Caramel 500g	50	Each	294
22	Actual	WM000001	Tropical Flavouring	4036.075	GRAM	161
22	Actual	WM000002	Mixed Berry Flavouring	7136.975	GRAM	371
22	Actual	WM000003	Glutamine	153002	GRAM	1,316
22	Actual	WM000004	Insta AA - Instantised BCAA 2:1:1	155410	GRAM	1,904
22	Actual	WM000005	Stevia Extract Steviosides	34382.62357	GRAM	2,471
22	Actual	WM000006	Guar Gum	63216.45	GRAM	215
22	Actual	WM000008	Hemp Protein 50%	26432.7	GRAM	71
22	Actual	WM000009	Pea Protein Isolate 80%	758103.9	GRAM	2,515
22	Actual	WM000010	Vanilla Flavour (NAT) (SD)	33686	GRAM	1,027
22	Actual	WM000106	10ml Matt White Round Glass Skye Dropper Bottle	1567	Each	630
22	Actual	WM000107	GL18 Smooth Wall Matt White Assembled Pipette Dropper, 59mm	1472	Each	703
22	Actual	WM000112	Brown Rice Protein 80%	25000	GRAM	150
22	Actual	WM000113	MYO Cardboard Tube REBUILD 500g	30	Each	60
22	Actual	WM000114	MYO Carboard Tube REPAIR 250g	520.25	Each	614
22	Actual	WM000115	MYO Flavour Sticker Vanilla	5720	Each	69
22	Actual	WM000116	MYO Flavour Sticker Chocolate	5000	Each	46
22	Actual	WM000117	MYO Flavour Sticker Mixed Berries	5508	Each	63
22	Actual	WM000118	MYO Flavour Sticker Pineapple Peach	5528	Each	63
22	Actual	WM000119	MYO Scoop Clear 10ml	245	Each	22
22	Actual	WM000120	EMS Greens Blend	3580	GRAM	60
22	Actual	WM000121	MYO Flavour Sticker Orange and Lime	5944	Each	77
22	Actual	WM000122	MYO Cardboard Tube RESET 250g	918	Each	1,634
22	Actual	WM000126	MYO CBD Oil 5% Bottle Label Mint	2500	Each	111
22	Actual	WM000127	MYO CBD Oil 5% Bottle Label Citrus	5194	Each	232
22	Actual	WM000129	MYO CBD Oil 5% Carton Citrus	590	Each	363
22	Actual	WM000150	MYO Flavour Sticker Citrus	1002	Each	64

22	Actual	WM000151	MYO Flavour Sticker Mint	692	Each	44
22	Actual	WM000180	MYO Protein Clear Sticker Perforated	5000	Each	31
22	Actual	WM000184	Clear Bag 250g	14758	Each	240
22	Actual	WM000185	MYO Clear Bag 500g	28127	Each	694
22	Actual	WM000195	Caramel flavour powder TF016096N	26101.645	GRAM	744
22	Actual	WM000196	MYO Flavour Sticker Caramel	5678	Each	144
22	Actual	WM000197	Reds Blend Berry Flavour	42000	GRAM	853
22	Actual	WM000198	MYO Scoop 30ml	19085.25	Each	3,286
22	Actual	WM000235	MYO Cardboard Tube REBUILD 3 languages (EN/FR/DE) 500g	2102	Each	2,606
22	Actual	WM000240	Citric acid anhydrous	50000	GRAM	185
22	Actual	WM000241	Watermelon flavour TF017271N	20000	GRAM	770
22	Actual	WM000242	Mango flavour TF014934N	20000	GRAM	560
22	Actual	WM000243	Lime flavour TF014938N	20000	GRAM	520
22	Actual	WM000244	Red beet juice colour NC1624	50000	GRAM	275
22	Actual	WM000245	Paprika extract colour NC2060	10000	GRAM	260
22	Actual	WM000246	Beta carotene colour NC2052	25000	GRAM	425
22	Actual	WM000247	MYO Cardboard Tube REPAIR EAA (EN/FR/DE) 250g	936	Each	1,666
22	Actual	WM000248	MYO Flavour Sticker Watermelon	1002	Each	51
22	Actual	WM000249	MYO Flavour Sticker Mango	1002	Each	51
22	Actual	WM000250	MYO Flavour Sticker Lime	1002	Each	51
22	Actual	WM000260	Chocolate flavour P15179	26140	GRAM	1,255
22	Actual	WM000284	Fruits of the forest flavour TF016855N	25000	GRAM	900
22	Actual	WM000286	Pineapple flavour TF015246N	25000	GRAM	900
22	Actual	WM000290	Gingerbread flavour TF016297N	25000	GRAM	625
22	Actual	WM000293	MYO Flavour Sticker Gingerbread	1002	Each	150
22	Actual	WM000297	Ingredient Storage Bin Lid	20	Each	190
				Total Value		45,198

STOCK (BLOSSOM)

Product Group	Valuation Method	Item Code	Item name	Quantity	Stock Unit	Value
22	Actual	LC000159	Blossom CBD Oil 5% Outer Carton replaced by WM000170	300	Each	88.35
22	Actual	LC000160	Blossom CBD Oil 10% Outer Carton replaced by WM000170	60	Each	17.67
22	Actual	LC000161	Blossom CBD Oil 3% Outer Carton- Citrus replaced by WM000167	7	Each	2.06
22	Actual	LC000162	Blossom CBD Oil 3% Outer Carton- Mint replaced by WM000168	6	Each	1.77
20	Actual	MWELL00001	Blossom Raw Organic CBD Oil 3% (10ml)	62	Each	
20	Actual	MWELL00002	Blossom Raw Organic CBD Oil 5% (10ml)	44	Each	
20	Actual	MWELL00003	Blossom Raw Organic CBD Oil 10% (10ml)	16	Each	
20	Actual	MWELL00004	Blossom Raw Organic CBD Oil 3% Citrus (10ml)	588	Each	
20	Actual	MWELL00005	Blossom Raw Organic CBD Oil 3% Mint (10ml)	303	Each	
20	Actual	MWELL00023	Organic Herbal Tea with Swiss Hemp DIGEST 50g Tin	21	Each	21.94
20	Actual	MWELL00024	Organic Herbal Tea with Swiss Hemp BALANCE 50g Tin	22	Each	51.62
20	Actual	MWELL00033	Organic Herbal Tea with Swiss Hemp Relax 40g Refill bag	6	Each	6.28
20	Actual	MWELL00034	Organic Herbal Tea with Swiss Hemp Digest 50g Refill bag	4	Each	4.19
20	Actual	MWELL00036	Blossom CBD Night Cream 50g	706	Each	2,226.48
20	Actual	MWELL00037	Blossom CBD Day Cream 50g	446	Each	1,586.00
20	Actual	MWELL00038	Blossom CBD Eye Serum 15ml	985	Each	2,313.27
20	Actual	MWELL00039	Blossom CBD Body Lotion 150ml	930	Each	2,558.17
20	Actual	MWELL00040	Blossom CBD Rescue Cream 100ml	724	Each	1,371.15
20	Actual	MWELL00056	Blossom Herbal Tea Digest Organic teabag 50g	880	Each	83.56
20	Actual	MWELL00057	Blossom Herbal Tea Relax Organic teabag 50g	868	Each	87.32
20	Actual	MWELL00058	Blossom Herbal Tea Balance Organic teabag 50g	854	Each	94.66
20	Actual	MWELL00108	Blossom CBD Body Lotion 150ml Poland	6	Each	15.04
20	Actual	MWELL00109	Blossom CBD Day Cream 50ml Poland	6	Each	21.34
20	Actual	MWELL00110	Blossom CBD Night Cream 50ml Poland	6	Each	20.60
20	Actual	MWELL00112	Blossom CBD Rescue Cream 100ml Poland	6	Each	16.03
19	Actual	WELL0008	Blossom CBD Night Cream 50g	10	Each	31.57
19	Actual	WELL0009	Blossom CBD Day Cream 50g	135	Each	423.85

19	Actual	WELL0010	Blossom CBD Eye Serum 15ml	359	Each	678.77
19	Actual	WELL0011	Blossom CBD Body Lotion 150ml	266	Each	555.99
19	Actual	WELL0012	Blossom CBD Rescue Cream 100ml	10	Each	22.55
22	Actual	WM000162	Blossom CBD Oil 3% Citrus Label	2375	Each	0.00
22	Actual	WM000163	Blossom CBD Oil 3% Mint Label	1850	Each	0.00
22	Actual	WM000164	Blossom CBD Oil 3% Label	2962	Each	0.00
22	Actual	WM000165	Blossom CBD Oil 5% Label	1800	Each	0.00
22	Actual	WM000166	Blossom CBD Oil 10% Label	2325	Each	0.00
22	Actual	WM000167	Blossom CBD Oil 3% Citrus Carton	2522	Each	0.00
22	Actual	WM000168	Blossom CBD Oil 3% Mint Carton	2740	Each	0.00
22	Actual	WM000169	Blossom CBD Oil 3% Carton	2862	Each	0.00
22	Actual	WM000170	Blossom CBD Oil 5% Carton	1380	Each	0.00
22	Actual	WM000171	Blossom CBD Oil 10% Carton	550	Each	0.00
22	Actual	WM000172	Pipette Smooth Matt Silver Black Bulb 59mm	514	Each	0.00
22	Actual	WM000173	Frosted amber bottle 10ml	552	Each	118.27
22	Actual	WM000174	Ribbed Black Assembled TE Pipette Dropper 77mm GL18	100	Each	0.00
19	Actual	WM000194	Blossom POS Display - English language	163	Each	0.00
22	Actual	WM000283	Blossom Tea bag Tag	400000	Each	1,048.00

SCHEDULE 4

INTELLECTUAL PROPERTY RIGHTS

PART 1 – REGISTERED INTELLECTUAL PROPERTY RIGHTS





Patent



Owner	EMMAC Patent ID name	Title	First filling EU Country	Application number	Priority date/filing date	Status/Registration Date	Grant date
EMMAC Life Sciences Limited	CBD niosome	(original title) Composizione topica comprendente cannabidiolo (EN) Topical composition comprising cannabidiol	ITALY	102020000004450	03/03/2020	Under Examination	Pending
Emmac Life Sciences Limited	CBD niosome	Topical composition comprising cannabidiol	WO	PCT/EP2021/055003	01/03/2020	Under Examination	Pending

BRANDS

- MYO PLANT NUTRITION
- BLOSSOM
- HELLO JOYA
- WHAT THE HEMP

REGISTERED TRADE MARKS

Owner	Trademark (text)	Trademark (image)	Country	Application number	Filing date	Status/Registration Date	Renewal date	Classes
EMMAC Life Sciences Limited	MYO PLANT NUTRITION	n/a	UK	UK00003462356	30/01/2020	08/08/2020	30/01/2030	5, 29 30, 31, 32
EMMAC Life Sciences Limited	MYO PLANT NUTRITION	n/a	EU	018189530	30/01/2020	23/05/2020	30/01/2030	5, 29 30, 31, 32
EMMAC Life Sciences Limited	MYO PLANT NUTRITION	n/a	US	90080123	29/07/2020 (priority date of 30/01/2020)	Pending	Pending	5, 29, 30, 31, 32
EMMAC Suisse SARL	B Blossom		Switzerland	80488/2018	23/10/18	09/08/2019	23/10/2028	3,5,34,35
EMMAC Suisse SARL	B Blossom		EU	018174760	03/01/2020	22/05/2020	03/01/2030	3,5,30,35
EMMAC Suisse SARL	B Blossom		Switzerland	00054/2020	03/01/2020	09/08/2019	03/01/2030	30
EMMAC Suisse SARL	B Blossom		UK	00003455077	02/01/2020	08/09/2020	02/01/2030	3,5,30,35
Green Leaf Company SAS	UGO & MIA	n/a	UK	UK0000345319	20/12/2019	20/03/2020	20/12/2029	5,29,30,31,32
Green Leaf Company SAS	WTH	n/a	UK	UK0000345322	20/12/2019	20/03/2020	20/12/2029	5,29,30,31,32

Owner	Trademark (text)	Trademark (image)	Country	Application number	Filing date	Status/Registration Date	Renewal date	Classes
Green Leaf Company SAS	What the Hemp	n/a	UK	UK00003453224	20/12/2019	20/03/2020	20/12/2029	5,29,30,31,32
Green Leaf Company SAS	UGO & MIA	n/a	EU	018170835	20/12/2019	22/05/2020	20/12/2030	5,29,30,31,32
Green Leaf Company SAS	WTH	n/a	EU	018170842	20/12/2019	22/05/2020	20/12/2030	5,29,30,31,32
Green Leaf Company SAS	What the Hemp	n/a	EU	018170844	20/12/2019	22/05/2020	20/12/2030	5,29,30,31,32
Green Leaf Company SAS	Hello Joya		France	184431508	23/02/2018	06/07/2018	23/02/2028	3,5,35
Green Leaf Company SAS	GreenLeaf Company		France	184419101	12/01/2018	-	12/01/2028	3,5,35
Green Leaf Company SAS	Hello Chanvre	n/a	France (Extension to French Polynesia)	184451999	09/05/201	-	09/05/2028	3,5,35

PART 2 – UNREGISTERED COMPANY INTELLECTUAL PROPERTY

All Intellectual Property associated with the Business as well as with the names and brand of Blossom and Blossom Swiss (including trade and other names, the Confidential Information and the Technical Information).

PART 3 – IT ASSETS

Owner	Country	Website
Emmac Life Sciences Limited	UK	myoplantnutrition.com
Push Digital on behalf of Emmac Life Sciences Limited	UK	blossomcbd.ch blossomcbd.co.uk blossomcbd.de blossomcbd.eu

		blossomswiss.co.uk blossomswiss.de blossomswiss.eu cbdblossom.ch cbdblossom.co.uk cbdblossom.eu
Rokshaw Limited	UK	blossomswiss.com
Emmac Suisse Sarl	Switzerland	blossomswiss.ch blossomswiss.es blossomswiss.it
Green Leaf Company	France	hello-joya.com wth.bio A number of other domains are owned or licensed by Green Leaf Company but are currently not used for e-commerce purposes.

PART IV - PRODUCTS

Category	Product	Emmac Code	Rokshaw Code	Manufacturer
Cosmetics	Blossom CBD Night Cream 50g	5 005 01C	MWELL00036	Origin Italia
Cosmetics	Blossom CBD Day Cream 50g	5 004 01C	MWELL00037	Origin Italia
Cosmetics	Blossom CBD Eye Serum 15ml	5 008 01C	MWELL00038	Origin Italia
Cosmetics	Blossom CBD Body Lotion 150ml	5 006 01C	MWELL00039	Origin Italia
Cosmetics	Blossom CBD Rescue Cream 100ml	5 007 01C	MWELL00040	Origin Italia
Teas	Organic Herbal Tea with Swiss Hemp DIGEST 50g Tin		MWELL00023	Rokshaw
Teas	Organic Herbal Tea with Swiss Hemp BALANCE 50g Tin		MWELL00024	Rokshaw
Teas	Organic Herbal Tea with Swiss Hemp RELAX 40g Tin		MWELL00025	Rokshaw
Teas	Organic Herbal Tea with Swiss Hemp Digest 40g Bag		MWELL00034	Rokshaw
Teas	Organic Herbal Tea with Swiss Hemp Balance 40g Bag		MWELL00035	Rokshaw
Teas	Organic Herbal Tea with Swiss Hemp Relax 40g Bag		MWELL00033	Rokshaw
Oil	Blossom CBD Oil 3% (10ml)		MWELL00001	Rokshaw

Oil	Blossom CBD Oil 5% (10ml)	MWELL00002	Rokshaw
Oil	Blossom CBD Oil 10% (10ml)	MWELL00003	Rokshaw
Oil	Blossom CBD Oil 3% Citrus (10ml)	MWELL00004	Rokshaw
Oil	Blossom CBD Oil 3% Mint (10ml)	MWELL00005	Rokshaw
MYO	MYO CBD OIL 5% MINT (10ml)	MWELL00006	Rokshaw
MYO	MYO CBD OIL 5% CITRUS (10ml)	MWELL00007	Rokshaw
MYO	MYO Clean Greens Tube with bag Orange & Lime (250g)	MWELL00121	Rokshaw
MYO	MYO Protein Tube with bag - Vanilla (500g)	MWELL00047	Rokshaw
MYO	MYO Protein Tube with bag - Chocolate (500g)	MWELL00048	Rokshaw
MYO	MYO BCAA Tube with bag - Pineapple & Peach (250g)	MWELL00119	Rokshaw
MYO	MYO BCAA Tube with bag - Mixed Berry (250g)	MWELL00120	Rokshaw
NPD MYO	MYO EAA Mango		Rokshaw
NPD MYO	MYO EAA Lime		Rokshaw
NPD MYO	MYO EAA Watermelon		Rokshaw
NPD MYO	MYO Protein Caramel	MWELL00065	Rokshaw
NPD MYO	MYO Protein Gingerbread		Rokshaw
NPD MYO	MYO Super Reds + Vitamin C		Rokshaw

What The Hemp/Hello-Joya Products:

Granolas, Bites, Teas, Protein, Seeds/Flour products are formulated in-house, and soon hemp based spreads will also be produced by Green Leaf Company.

The following finished products are sourced from third parties:

Bars – source: Entoma (Jimini's)

Cookies – source: Epicurius

Oils – source: Les chanvres de l'Atlantique (from 2021)

SCHEDULE 5

BLOSSOM AND MYO CONTRACTS

[redacted – competitively sensitive information]

SCHEDULE 6

WARRANTIES

1 **Validity**

- 1.1 The Sellers have all requisite power and authority, and have taken all necessary corporate action, to enable them each to enter into and perform this Agreement and all agreements and documents entered into, or to be entered into, pursuant to the terms of this Agreement.
- 1.2 The signature, execution and performance of this Agreement and all documents ancillary to it by the Sellers have been duly authorised by all necessary acts of the Sellers and their respective board of directors.
- 1.3 GreenLeaf and its board of directors have taken all necessary corporate action to permit the transfer of the GreenLeaf Shares on the terms set out in this Agreement.
- 1.4 The execution and delivery of this Agreement by the parties and the consummation of the transactions described herein do not and will not materially violate or conflict with the constating documents of the Sellers or of GreenLeaf, or of any law, rule, regulation or policy applicable to any of them.

2 **Management Accounts and Records**

- 2.1 The management accounts for GreenLeaf provided to the Buyer accurately reflect the business and affairs and financial condition and trading performance of GreenLeaf as at 31 January 2021.
- 2.2 All means of access to the records and information of the Business will be under the exclusive ownership and direct control of the Buyer on and from Completion.

3 **Assets**

- 3.1 The Assets (where relevant):
 - 3.1.1 are in the legal and beneficial ownership of the Sellers free from any Encumbrance or from any contract to grant an Encumbrance; and
 - 3.1.2 comprise all the assets now used exclusively for the operation of the Business, except for the Excluded Assets.

4 **Shares**

- 4.1 The corporate information regarding GreenLeaf set out at Schedule 8 is true, accurate and complete as at the date of this Agreement.
- 4.2 The GreenLeaf Shares have been validly issued, are fully-paid and nonassessable.
- 4.3 The GreenLeaf Shares constitute all of the issued and outstanding securities of GreenLeaf and there are no other shares, convertible debt, options, warrants, rights, agreements or other instruments or rights of any kind convertible or exchangeable into securities of GreenLeaf or that would require the issuance of any of the foregoing.
- 4.4 There are no shareholder agreements, voting trusts or other agreements or understandings in respect of the voting or disposition of the GreenLeaf Shares.

- 4.5 The Sellers have not granted or entered into, and no person has, any right or agreement to acquire the GreenLeaf Shares including any right of first refusal, right of first offer, option to purchase or other similar right.
- 4.6 Any dividends or distributions that have been declared or authorized on the GreenLeaf Shares have been paid in full.
- 4.7 GreenLeaf does not have any subsidiaries and does not own any securities of any other entity.

5 **Contracts**

Save as disclosed to the Buyer the Sellers are not a party to or subject to any Contract that is relevant to the Business and is not in good standing and binding on the respective parties as at the date of this Agreement.

6 **Stocks**

The items included in the Stocks are fit for their intended purpose and are of satisfactory quality and are not obsolete.

7 **Intellectual Property**

- 7.1 To the best of Sellers' knowledge, the processes employed by the Business and the products or services dealt in by it do not use, embody or infringe any intellectual property rights vested in any other party and do not give rise to a payment by the Sellers of any royalty or of any other sum.
- 7.2 To the best of Sellers' knowledge, the Intellectual Property is valid and enforceable and nothing has been done or omitted to be done by which it may cease to be valid.
- 7.3 The Intellectual Property is legally and beneficially owned by the Sellers alone, free from any licence, Encumbrance, restriction on use or disclosure obligation.
- 7.4 Save in relation to certain third party trade marks used in connection with the MYO Products and disclosed to the Buyer, no intellectual property in relation to which any third party has any right, title or interest is used in or required for or by the Business.
- 7.5 Except in relation to the licence granted to Yooma Corp dated 18th January, 2021, the Sellers have not granted and are not obliged to grant a licence, assignment or other right in respect of any of the Intellectual Property to any person except to the Buyer under this Agreement.
- 7.6 The Intellectual Property is not and, so far as the Sellers are aware, will not be, the subject of a claim or opposition from a person (including any employee of GreenLeaf or the Sellers, each of whom have granted any necessary waivers or assignments of any rights, including moral rights, they may have in the Intellectual Property) as to title, validity, enforceability, entitlement or otherwise.
- 7.7 There is, and has been, no civil, criminal, arbitration, administrative or other proceeding, including any infringement proceedings, or any other dispute in any jurisdiction concerning any of the Intellectual Property. No civil, criminal, arbitration, administrative or other proceeding concerning any of the Intellectual Property is pending or threatened. No fact or circumstance exists which might give rise to a proceeding of that type.
- 7.8 To the best of Sellers' knowledge, the activities, processes, methods, products or services carried out, used, manufactured, dealt in or supplied on or before the date of this Agreement by the Seller:

- 7.8.1 do not involve the unlicensed use of a third party's intellectual property or Confidential Information;
 - 7.8.2 do not at the date of this Agreement, nor did they at the time carried out, used, manufactured, dealt in or supplied, infringe the intellectual property (including moral rights) of another person; and
 - 7.8.3 have not given, and will not give, rise to a claim against the Sellers or a liability to pay compensation.
- 7.9 To the best of Sellers' knowledge, no third party has made, is making or, so far as the Sellers are aware, is likely to make any unauthorized use of any of the Intellectual Property or has infringed or is infringing any Intellectual Property.
- 7.10 All Intellectual Property will be owned by or licensed to the Buyer immediately following Completion or expiry of the Manufacturing Period (as the case may be) and none of these rights shall be adversely affected by anything contemplated by this Agreement.
- 7.11 Except in relation to the licence granted to Yooma Corp dated 18th January 2021, the Sellers have not authorised any use of, or granted any rights under the Intellectual Property.

8 IT Assets

The Sellers have sufficient rights to use the IT Assets and to validly transfer the IT Assets to the Buyer. The IT Assets operate and perform in all material respects in accordance with their documentation and functional specifications and otherwise as required for the operation of the Business.

9 Employees

- 9.1 No person is employed or engaged in the Business (whether temporary or permanent and whether under a contract of service or contract for services) other than the Employees.
- 9.2 No person, other than the Employees, shall be engaged and/or employed by the Buyer after Completion by reason of this Agreement.

10 Liabilities

GreenLeaf does not have any material outstanding obligations or liabilities outside the ordinary course of its business, except for those (a) reflected in the management accounts and financial statements provided by the Sellers to the Buyer, (b) incurred in the ordinary course of business consistent with past practice, or (c) that would not, individually or together, be expected to have a material adverse effect on GreenLeaf.

11 Environmental

GreenLeaf is and has been at all times in compliance in all material respects with any environmental laws, rules, regulations or policies applicable to it or to the GreenLeaf Business.

12 Litigation and disputes

- 12.1 Neither the Sellers nor GreenLeaf, nor any person for whose acts or defaults the Sellers or GreenLeaf may be liable, is engaged, concerned or involved in any civil, criminal, tribunal, arbitration or other proceedings relating to the Business, and there are no facts likely to give rise to any such proceedings.

12.2 No governmental or official investigation or enquiry concerning the Business is in progress or pending.

13 **Compliance**

The Sellers have not been notified by any competent authority of any breach of applicable laws in relation to the Business or its affairs.

14 **Effect of this Agreement**

Save as disclosed in the relevant Contracts, this Agreement will not entitle any person to terminate or avoid any of the Contracts or have any effect on them or any other contract or arrangement affecting the Business.

15 **Insolvency**

No petition has been presented, no order has been made and no resolution has been passed for the winding up of the Sellers or of GreenLeaf, no administrative receiver or receiver or manager has been appointed of the whole or any part of the property of the Sellers or of GreenLeaf, no administration order has been made appointing an administrator in respect of the Sellers or of GreenLeaf and no petition has been presented for an administration order in respect of the Sellers or of GreenLeaf.

16 **Licences**

16.1 The Sellers have all necessary licences, permissions and consents, permits and authorities (public and private) required for the carrying on of the Business as conducted as at the date of this Agreement.

16.2 GreenLeaf has all necessary licenses, permissions and consents, permits and authorities (public and private) required for the carrying on of the Business as conducted as at the date of this Agreement.

15 **Taxation**

GreenLeaf has paid and/or accounted for all taxation to be paid after the date of Completion in accordance with applicable law in France.

SCHEDULE SEVEN

YOOMA UNDERTAKING

[ON YOOMA HEADED PAPER]

STRICTLY PRIVATE & CONFIDENTIAL

EMMAC Life Sciences Limited
c/o Hill Dickinson LLP
The Broadgate Tower
20 Primrose Street
London
United Kingdom
EC2A 2EW

For the attention of: Antonio Costanzo, Chief Executive Officer

Email address: ac@emmac.com

[] March 2021

Dear Mr. Costanzo,

Undertaking

Yooma Wellness Inc. ("**Yooma**", and together with its direct and indirect subsidiaries, the "**Yooma Group**") is Asia's leading hemp & CBD social commerce wellness company, headquartered in Toronto with offices in Shanghai, Tokyo, and Los Angeles. We have assembled a stellar international team of multi-cultural industry professionals with experience in digital, eCommerce, entertainment, and social media in the fast-growing pan-Asian region with particular depth and expertise in the Chinese eCommerce market.

On [date] 2021 EMMAC Life Sciences Limited ("**EMMAC**"), Yooma and certain other parties signed a sale and purchase agreement (the "**SPA**") under the terms of which Yooma has agreed to acquire certain businesses and assets of EMMAC relating to its cannabinoid wellness business. The consideration for the acquisition is intended to be satisfied entirely by the issue and allotment of common stock in the capital of Yooma (the "**Consideration Shares**").

We understand EMMAC is in the final stages of a proposed listing on Official List (as maintained by the Financial Conduct Authority) by way of Standard Listing and the admission of its entire issued share capital to trading on the London Stock Exchange ("**EMMAC IPO**") and that such Financial Conduct Authority has imposed certain restrictions on EMMAC's ability to own securities of businesses engaged in certain Restricted Activities (as defined below) (the "**EMMAC Regulatory Restrictions**"). As a condition of the SPA, Yooma has agreed to provide an undertaking to EMMAC specifically confirming that it will not, for a period of 12 months from the date of the SPA (the "**Restricted Period**"): (a) commence operations relating to, or acquire, a Restricted Business (as defined below); (b) undertake any business activities associated with a Restricted Business; (c) partner with or contract with any person engaged in the activities of a Restricted Business; and/or (d) accept any form of payment, revenue or remuneration derived directly or indirectly (so far as it is aware) from a Restricted Business (a "**Restricted Activity**" and together the "**Restricted Activities**"). For the purpose of this letter the term "**Restricted Business**" shall mean a business concerned with the supply, sale or distribution of cannabis for recreational purposes, regardless as to whether such activities are considered lawful under local law ("**Restricted Business**").

Accordingly, by signing this letter Yooma undertakes and covenants to EMMAC that (a) it will not (and will procure that no member of the Yooma Group shall) undertake, either directly or indirectly, a

Restricted Activity during the Restricted Period and, (b) it will immediately inform EMMAC if any of the Fundamental Regulatory Warranties (as defined below) are no longer true or accurate, or otherwise it becomes aware of any circumstances which may render a Fundamental Regulatory Warranty untrue or inaccurate in any material respect,

and further confirms that as at the date of this Undertaking Yooma has no plans of any nature to engage or otherwise be involved with, directly or indirectly, in any Restricted Business or to undertake any form of Restricted Activity.

Yooma warrants and represents to the Company as at the date of this letter (the “**Fundamental Regulatory Warranties**”):

- a) each member of the Yooma Group holds all material licences, authorisations and consents required to lawfully undertake its business;
- b) to the extent that any member of the Yooma Group is involved in any joint venture arrangements, such activities do not concern the production, supply or sale of cannabis products for recreational purposes and all activities carried on by that joint venture (if applicable) are licenced and authorised;
- c) no member of the Yooma Group is the subject of any inquiry, investigation or enforcement action by any regulatory or government authority with jurisdiction over such member.

To the extent Yooma takes any decision that would breach this Undertaking (or it otherwise becomes aware of any circumstances that may result in a breach of any of the Fundamental Regulatory Warranties), Yooma hereby covenants and confirms that upon written notice from EMMAC Yooma shall, to the extent permitted by applicable law:

- (i) buy back any Consideration Shares held by EMMAC in Yooma at the then prevailing market price for such shares, (b) arrange for a sale of any Consideration Shares to a third-party at a price not less than the 10-day volume weighted average price for common shares of Yooma (as reported by Bloomberg), or (c) arrange for a sale of any Consideration Shares through the facilities of the Canadian Securities Exchange at the then prevailing market price, or any combination of the foregoing, such that all Consideration Shares shall have been sold or repurchased prior to Yooma undertaking any Restricted Activity and it shall undertake all necessary steps to ensure that this is accomplished, including inter alia procuring the waiver of any pre-emption rights or rights of first refusal; and/or
- (ii) release EMMAC from any lock-up or other trading restriction prior to undertaking any Restricted Activity.

If in any circumstances any member of the Yooma Group has undertaken a Restricted Activity or it otherwise becomes aware of a breach of the Fundamental Regulatory Warranties, it undertakes to EMMAC that it shall hold and will not to release any amounts due, owing or required to be paid to EMMAC (or any member of its group) (including, for the avoidance of doubt, any dividend or income referable to the Consideration Shares) (the “**Restricted Amount**”), unless expressly directed to do so in writing by EMMAC (acting by at least one of its directors) in respect of the Restricted Amount(s).

Notwithstanding the foregoing, nothing in this Undertaking will require the Yooma Group to breach any applicable laws, rules, regulations or policies, to breach its confidentiality obligations to third parties or to waive or jeopardize any privilege which it holds in respect of any current, pending or threatened legal or regulatory proceeding. Furthermore, EMMAC acknowledges that Yooma is a public company whose common shares trade on the Canadian Securities Exchange and that, under applicable securities laws, any person that may come into possession of any material information in respect of Yooma or its subsidiaries, including EMMAC, may be prohibited from buying, selling or otherwise trading in securities while in possession of any such information that has not been publicly disclosed. In the event any notice delivered hereunder may constitute material non-public information, EMMAC acknowledges and agrees that it shall not trade in securities of Yooma until such time as such information has become public or such information has become no longer relevant to Yooma or its subsidiaries, as applicable.

This undertaking shall be governed by and construed in accordance with the laws of England & Wales and Yooma hereby submits to the exclusive jurisdiction of the courts of England & Wales in respect of

any matter or claim arising out of this undertaking. This undertaking shall be binding upon and enure for the benefit of the successors in title to the parties but shall not be assignable.

IN WITNESS WHEREOF this undertaking is executed as a deed on the date and year first above written.

Signed as a Deed and delivered by)
YOOMA WELLNESS INC. in the presence of)

Signature:

Name:

Address:

Occupation:

SCHEDULE 8

CORPORATE DETAILS OF GREENLEAF

Name: Green Leaf company SAS

Date and place of incorporation: 23/11/2017
France

Registered number: 833540636 RCS Brive

Registered office: Zone Artisanale de L'Escudier, 19270 Donzenac, France

Issued share capital: 1,500 shares at €10.00 per share

Directors: Aurelian Delecroix
Mr Francois-Xavier Nottin

President (name and address): Aurélien Delecroix
11 Rue Sao Joao Da Pesqueira, 95550, Bessancourt

EXECUTED AND DELIVERED AS A DEED
by **EMMAC LIFE SCIENCES LIMITED** acting
by Antonio Costanzo, a director, in the
presence of:

)
) (signed) "Antonio
) Costanzo
) Director

Witness signature [redacted – personal
information]

Witness name [redacted – personal
information]

Witness address [redacted – personal
information]

Witness occupation [redacted – personal
information]

EXECUTED AND DELIVERED AS A DEED
by **EMMAC SUISSE SARL** acting by Antonio
Costanzo, a director, in the presence of:

)
) (signed) "Antonio
) Costanzo
) Director

Witness signature [redacted – personal
information]

Witness name [redacted – personal
information]

Witness address [redacted – personal
information]

Witness occupation [redacted – personal
information]

EXECUTED AND DELIVERED AS A DEED
by **ROKSHAW LIMITED** acting by Antonio
Costanzo, a director, in the presence of:

)
) (signed) "Antonio
) Costanzo
) Director

Witness signature [redacted – personal
information]

Witness name [redacted – personal
information]

Witness address [redacted – personal
information]

Witness occupation [redacted – personal
information]

EXECUTED AND DELIVERED AS A DEED
by **YOOMA WELLNESS INC.** acting by
Jordan Greenberg, a director, in the presence
of:

)
) (signed) "Jordan
) Greenberg
) Director

Witness signature [redacted – personal
information]

Witness name *[redacted – personal information]*

Witness address *[redacted – personal information]*

Witness occupation *[redacted – personal information]*

EXECUTED AND DELIVERED AS A DEED)
by **YOOMA EUROPE LIMITED** acting by)
Jordan Greenberg, a director, in the presence)
of:)

(signed) “Jordan
Greenberg
Director

Witness signature *[redacted – personal information]*

Witness name *[redacted – personal information]*

Witness address *[redacted – personal information]*

Witness occupation *[redacted – personal information]*