

LICENSE AND DISTRIBUTION AGREEMENT

THIS LICENSE AND DISTRIBUTION AGREEMENT (the "**Agreement**") is made this 11 day of June, 2018 ("**Effective Date**"), by and between:

Juve Wellness Inc., a corporation duly organized and existing under and by virtue of the laws of British Columbia, Canada, having its principal place of business at Suite 200 – 1238 Homer Street, Vancouver, BC V6B 2Y5 (hereinafter, "**Supplier**"),

and

CROP Infrastructure Corp., a company duly organized and existing under and by virtue of the laws of British Columbia, Canada, having its principal place of business at Suite 600 – 535 Howe Street, Vancouver, BC V6C 2Z4 (hereinafter referred to "**Distributor**").

RECITALS

WHEREAS, Supplier has a proprietary line of Products (as hereinafter defined), and is the owner of various Trademarks (as hereinafter defined) and Other Intellectual Property (as hereinafter defined) used on or in connection with Products(Schedule A);

WHEREAS, Supplier desires to sell the Products in the Territory (as hereinafter defined);

WHEREAS, Distributor desires to to acquire the exclusive right to sell the Products in the Territory, and to obtain a license to use the Trademarks and Other Intellectual Property in connection with the marketing, distribution and sale of Products in the Territory, and;

WHEREAS Distributor represents that it is able to market and sell Products in the Territory;

WHEREAS, Supplier desires to make Products available to consumers within the Territory through Distributor on and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

ARTICLE 1: DEFINITIONS

The following terms shall be deemed to have the meanings set forth below for purposes of this Agreement:

- (a) **Territory.** Italy
- (b) **Supplier's Trademarks.** The trademarks as may be used from time to time by Supplier with Supplier's Products (hereinafter sometimes referred to collectively as the "**Trademarks**").
- (c) **Supplier's Products.** High end, proprietary wellness products based on traditional Ayurvedic principles that are formulated and designed to be infused with cannabidiol (CBD) and tetrahydrocannabinol (THC), bearing, marketed or sold under Supplier's Trademarks and manufactured by or on behalf of Supplier. (Supplier's Products are sometimes referred to hereinafter as "**Products**".)

(d) **Third-Party Manufacturers.** An entity which is neither owned, operated nor controlled by Supplier, which has been authorized by Supplier to manufacture Supplier's Products.

(e) **Other Intellectual Property.** All intellectual property which is from time to time incorporated, used, practiced, embodied in, or otherwise employed in connection with Supplier's Products, including, but not limited to, formulae, recipes, know-how, patents, industrial designs, trade dress, copyrights and design patents, whether owned or licensed by Supplier and regardless of registration, excluding only the Trademarks.

(f) **Authorized Customers.** Retailers, online as well as brick and mortar, whose product offerings reflect the target market for Supplier's Products including multi-unit cosmetics retailers or specialty stores with a clientele for natural wellness products, boutique hotels, spas and wellness retreats, massage therapists, naturopaths, health consultants and personal trainers, and upscale department stores, but specifically excluding swap meets, flea markets, street peddlers, kiosks, and mass market, "value" and discount retailers and retailers. To the extent the Products are infused with CBD/THC, Authorized Customers must also be legally permitted to purchase and sell the Products in the Territory.

(g) **Term.** The term of this Agreement shall be three (3) years, commencing on the Effective Date.

ARTICLE 2: APPOINTMENT

Subject to the terms hereof, Distributor is hereby appointed and accepts the appointment as exclusive Distributor of Supplier's Products to Authorized Customers in the Territory during the Term. Distributor has the right to subcontract its appointment to sub-distributors pursuant to the terms and conditions of this Agreement, subject to Licensor's prior written consent in each instance.

ARTICLE 3: RENEWAL

Provided that Distributor fully performs all of its obligations under this Agreement, and except as otherwise provided herein, Distributor may renew this Agreement for additional one (1) year periods (each a "Renewal Term") for \$50,000 CAD per year ("Renewal Fee"), on the same terms and conditions set forth herein, by providing Supplier with written notice of its intent to renew together with payment of the Renewal Fee no later than the end of the then current Term or Renewal Term, as applicable. If certain distribution sales targets ("Targets") are met, which Targets shall be mutually agreed upon by the Parties, Supplier shall waive the Renewal Fee. There shall be no automatic renewals of this Agreement. Any business conducted between Supplier and Distributor subsequent to the end of a Term or Renewal Term shall be on an order-by-order basis until and unless a subsequent written agreement is entered into between the parties. It is expressly understood that doing business on an order-by-order basis shall not create a contract or obligation for Supplier to do further business.

ARTICLE 4: INITIAL FEE

The initial fee for the licensing and distribution rights under this Agreement is \$1,000,000 CAD payable to Supplier in cash or in shares of Distributor within 5 business days of the execution of this Agreement.

If the initial fee is to be paid in shares, the Distributor shall issue \$1,000,000 of units ("Units") to Supplier. Each Unit shall have a price of \$0.40, and shall consist of one (1) common share of Distributor ("Common Share") and one-half of one common share purchase warrant (each full warrant a "Warrant"). Each Warrant shall entitle Supplier to purchase one Common Share at an exercise price equal to \$0.55 for a period of eighteen (18) months after the Effective Date.

The Common Shares shall be subject to escrow and released as follows:

<u>Date Shares Released</u>	<u>% Released</u>
Effective Date + 4 mos	20%
Effective Date + 10 mos	20%
Effective Date + 16 mos	20%
Effective Date + 22 mos	20%
Effective Date + 28 mos	20%

Supplier agrees that it will enter into a separate escrow agreement at the request of Distributor for this purpose.

ARTICLE 5: CBD/THC SUPPLY AND INFUSION

(a) Supplier will supply Products to Distributor without CBD/THC and hereby grants Distributor the non-exclusive right to infuse the Products with CBD/THC for resale in the Territory. If Distributor desires to market, sell and distribute Products containing CBD/THC in the Territory, Distributor shall supply the CBD/THC and be solely responsible as between the parties for infusing the Products with CBD/THC as allowed by and in compliance with all applicable laws, including but not limited to any and all laws relating to cannabis in the Territory. Distributor's procurement of CBD/THC and infusion of Products with CBD/THC shall be at Distributor's sole expense and risk.

(b) This Article 5 regarding CBD/THC infusion shall not apply to Distributor's rights under Section 7(b) of this Agreement.

ARTICLE 6: SALES

(a) Distributor shall actively promote the sale and distribution of Products within the Territory. Distributor shall carry a complete line of Products (as reasonably determined by the parties hereto to be suitable for the Territory) on hand at all times in sufficient quantity to ensure prompt service of customers. Distributor shall promptly and regularly inform Supplier of its total requirements of Products.

(i) Supplier reserves the right, at any time, from time to time, and without notice to Distributor, to cease manufacturing or distributing to the Territory particular Product items, to add or delete items from the line of Products, and to modify particular Products.

(b) Distributor agrees to distribute Products in the Territory to and through Authorized Customers, consistent with the Supplier's Trademark image, unless otherwise prohibited by applicable local law; any distribution shall be at the exclusion of discount stores, wholesalers, mass distribution chains, and all other retailers or wholesalers practicing a discount policy. Distributor agrees that, upon request by Supplier, it will submit to Supplier a list and detailed description of each

retailer for Products in the Territory, and generally, any other information that Supplier may reasonably request.

(c) Distributor shall not purchase Products from sources other than Supplier.

(d) Supplier does not assume, nor shall it have, any liability in the event that Products are shipped into the Territory by others. Supplier will, however, to the extent permitted under applicable law, use reasonable commercial efforts not to allow such shipments.

(e) Notwithstanding anything to the contrary in this Agreement, Supplier reserves the right to own and operate its own retail stores and solicit e-commerce sales in the Territory independent of the Distributor, provided, however, that if Distributor shall open a Supplier retail store in any city in the Territory pursuant to a retail license from Supplier, then Supplier shall refrain from opening its own retail store in such city.

ARTICLE 7: ACTIVITIES OUTSIDE TERRITORY

(a) Distributor represents and warrants that all Supplier Products acquired by Distributor pursuant to this Agreement shall be shipped to, and sold to, wholesalers or retailers solely in the Territory. Distributor will not solicit orders for, advertise or market Supplier Products to customers outside the Territory or customers inside the Territory for delivery outside the Territory. Distributor is also prohibited from knowingly selling to any party they know or should reasonably know will export Products outside the Territory. In the event Distributor violates the provisions of this Article 7, then, in addition to all remedies provided for at law, at equity or in this Agreement, Supplier shall be entitled to receive injunctive relief to prevent shipment from any court of competent jurisdiction, without posting a bond or other means of security therefore. Distributor hereby expressly waives in advance the right to claim a guarantee, bond or undertaking as a condition for Supplier obtaining injunctive relief.

(b) Exception. Notwithstanding the foregoing prohibition on activities outside the Territory, Distributor shall have non-exclusive rights to sell Supplier Products without CBD/THC direct to consumers in Distributor's own retail stores and online environments in California and Washington, which right shall be cancellable by Supplier by providing Distributor with six (6) months' prior written notice. Supplier shall not offer to or negotiate with any third parties regarding the license, distribution or sale of CBD/THC infused Products in California or Washington for thirty (30) days from the Effective Date of this Agreement to allow the Parties to engage in discussions regarding the same.

ARTICLE 8: COMMERCIAL TERMS

(a) Price. Distributor shall purchase Products from Supplier for distribution in the Territory, which prices shall be at Supplier's landed cost plus 30%.

(c) Purchases. Distributor shall be considered to have made a purchase of Supplier Products when Distributor's order has been accepted by Supplier and the full price has been paid in Canadian Dollars to and received by Supplier. Supplier shall not be obligated to commence manufacture of any Products for Distributor until payment therefore has been received.

(c) Orders and Acceptance. An accepted purchase order shall be the only authority to import and sell Supplier Products. All orders shall be placed on order forms supplied by Supplier and are subject to acceptance by Supplier.

(d) Revocation of Acceptance. Supplier shall have the right for any reason whatsoever to revoke its acceptance of all or any portion of any order for a Supplier Product that has been or is about to be eliminated from Supplier's international product line, or if any of Supplier's suppliers fail to deliver (or advise Supplier they will not be able to deliver) such Product to Supplier on or before the delivery date specified by Supplier in its instructions to such supplier. If an order is accepted by Supplier and Supplier thereafter revokes such acceptance as to all or a portion of such order, as permitted by this Article 8, Distributor shall not be required to pay for the Supplier Product covered by such order. The rights of Supplier under this Article 8 are cumulative and in addition to Supplier's right to revoke its acceptance of any order if Distributor has breached or otherwise failed to perform any of its obligations under this Agreement.

(e) Change in Terms of Shipment. In the event of any breach of this Agreement by Distributor, Supplier reserves the right to elect not to ship, to ship on C.O.D. terms only, to make a partial shipment or to suspend shipment of Supplier Products for a period of time which it deems fit.

(f) Allocation. In the event of product shortage or shortage of materials, Supplier reserves the right to allocate Supplier Products for shipment, notwithstanding an accepted and paid for purchase order.

(g) Shipment. Supplier reserves the right to supply Products to Distributor from any facility and/or to ship from any location it deems fit. Supplier shall be deemed to have satisfied its shipping obligations, when such Products have been delivered to the consolidator(s) or freight forwarder(s) selected by Distributor in its discretion, and Supplier has received a Forwarder's Cargo Receipt or a Forwarder's Certificate of Receipt ("FCR") indicating that such Products have been received and that the entity issuing the FCR will arrange, at Distributor's expense, to have such Products shipped to the Territory. Without limiting the foregoing, Supplier specifically reserves the right to change the locations from which Products will be shipped and the terms of shipment.

(h) Time of Shipment. Supplier will use commercially reasonable efforts to have all ordered products available for shipment on or before the shipment date agreed to between Supplier and Distributor; provided that Supplier shall have no obligation to ship any order or deliver any order for shipment less than sixty (60) calendar days after such order is accepted and payment is received as set forth in Article 8(b).

(i) Risk of Loss; Insurance. Title and risk of loss with respect to all Supplier Products purchased pursuant to this Agreement shall pass to Distributor upon delivery of the Products to the consolidator, freight forwarder or other transit company. For these shipments, Distributor shall, at its cost, insure all Supplier Products commencing immediately when the risk of loss with respect to such Supplier Products has passed to Distributor.

(j) Terms and Conditions. Any terms and conditions (other than those printed on Supplier's then standard order form, or price list or inserted in any of its catalogues), contained or inserted in any order form issued to Distributor shall not be deemed part of this Agreement and shall not modify or supplement this Agreement in any way, notwithstanding that Supplier may acknowledge, accept or approve such order. This Agreement and the purchase terms contained herein may be modified only in accordance with the procedures contained herein.

(k) Trade Terms. Trade terms used in this Agreement, and in quotations, price lists and other documents issued pursuant to this Agreement shall be governed by and construed in accordance with the provisions of Incoterms, 2010.

(l) Taxes. The prices of the Supplier Products are exclusive of all taxes or duties of any nature. Wherever applicable, any tax or taxes shall be added to the invoice as a separate charge payable by Distributor.

(m) Returns. Supplier shall provide Distributor with Supplier Products of good merchantable quality suitable for distribution hereunder, and will accept for return any defective Supplier Products delivered pursuant to any order hereunder, provided Distributor requests such return within sixty (60) days of verified delivery of such Products to Distributor's warehouse and prior to receiving any notice of termination under any Article hereof. In no event are Supplier Products to be returned without the prior written consent of Supplier. Distributor shall not sell any returns that are damaged merchandise at regular retail outlets or at regular prices. Supplier shall not be responsible for any non-payment for Product by Distributor's customers.

ARTICLE 9: MARKETING AND PROMOTION

(a) Best Efforts. Distributor shall use its best efforts to promote the sale of Products in the Territory, to provide after-sales support to Products, to always utilize the highest business ethics and practices to enhance the reputation of the Products and maintain adequate personnel, inventory and facilities for these purposes. A failure to use such best efforts shall include, but not be limited to, Distributor's failure to maintain a level of sales which represents reasonable growth and development of the market for Supplier Products.

(b) Marketing Plan. In order to protect the value of the Trademarks, Distributor shall provide Supplier (for its prior review and approval subject to applicable European Community law), written marketing plans as may be requested by Supplier from time to time. The marketing plan shall including, among other things, a market analysis for distribution within the Territory, customer list, projected expenses, a list of then current retail and online outlets, a proposed list of retail and online outlets, a digital plan including use of social media and use of influencers, estimated print expenses, radio budgets, etc., relating to such Trademarks; provided, however that Supplier shall not be responsible for and shall not prescribe any business plan for Distributor.

(c) Prior Approval. Prior to its proposed use, Distributor shall provide to Supplier copies of all materials which advertise or promote Products for approval by Supplier. All materials shall include the appropriate Trademarks and shall be marked in a manner sufficient to protect and preserve Supplier's rights in such Trademarks or Other Intellectual Property. If Supplier disapproves of such materials, Distributor waives any and all damages claims.

(d) Promotional Use. Distributor is entitled to use the Trademarks on promotion items that are not intended to be sold provided that this is done in the same style and mode of display as that used by Supplier and provided that Supplier gives its prior written approval of such use. Distributor shall not use the Trademarks or deal in Supplier Products except in accordance with this Agreement.

(e) Commercial Tie-Up. No Supplier Products shall be distributed free or as a premium or in connection with any promotion or commercial tie-up or event featuring any other product or brand without Supplier's express prior written consent in each instance.

ARTICLE 10: SUPPLIER SERVICES

(a) Start-Up Plans. Supplier shall provide Distributor with the following start-up plans to support the Product's initial entry into the Territory: (1) Financial, consisting of financial modeling and projections, (2) Product, consisting of product knowledge and training, and (3) Marketing, consisting of modifications to the brand and packaging as required for the Territory.

(b) Fee. The fee for the start-up plans described above shall be \$10,000 (plus tax), which shall be payable by Distributor within ten (10) business days following Supplier's delivery of the plans to Distributor.

(c) Additional Services. Supplier will provide additional services upon request to support Distributor under this Agreement including product, technology and marketing services. Project-based fees will apply to additional services which must be agreed upon in writing prior to Supplier commencing any such services. Supplier will submit monthly invoices for services provided to Distributor, which invoices shall be due and payable within 30 days of the date of each invoice.

ARTICLE 11: INTELLECTUAL PROPERTY

(a) Grant of License. Supplier hereby grants to Distributor a non-exclusive, non-assignable, non-transferable license to use the Trademarks and Other Intellectual Property during the Term and any Renewal Term of this Agreement solely in connection with the promotion, marketing, sale and distribution of Products within the Territory in accordance with the terms and conditions of this Agreement.

(b) Sublicense. Distributor shall have the right to sub-license the rights granted herein to sub-distributors appointed pursuant to Article 2 of this Agreement and subject to Supplier's written consent in each instance.

(c) Ownership, Marking and Use. Distributor shall use notices such as "TM," "®," "©", "Pat," or "Patented" in connection with the use of all Trademarks and Other Intellectual Property covered herein as instructed by Supplier. Distributor acknowledges that Supplier is the owner of the Trademarks and all Other Intellectual Property in or associated with Supplier Products. Distributor acknowledges that the Trademarks and Other Intellectual Property are the property of Supplier and that Distributor will not challenge any title, interest or right to use the same at any time hereafter or assist others in doing so, except pursuant to this Agreement or such subsequent agreements as may be made by the parties hereto. The use of the Trademarks and Other Intellectual Property pursuant to this Agreement shall not vest in Distributor any right or presumptive right to continue such use. Upon notice of termination of this Agreement for any reason, Distributor will immediately cease distribution of Supplier Products and the use of the Trademarks and Other Intellectual Property.

(d) Goodwill. Supplier is the owner of the goodwill attached and which shall become attached to the Trademarks and the Other Intellectual Property in connection with business and goods in relation to which the same has been, is, or shall be, used. Any action by or in connection with this Agreement relating to the Trademarks (including their registration, use, and ownership), and all uses of the Trademarks and Other Intellectual Property by Distributor shall be deemed to be on behalf of and inure to the benefit of Supplier. Any enhancement or improvements (including, but not limited to, slogans, trademarks and design improvements and/or improvements to patents developed by the Distributor during the term of this Agreement and any extension thereof) in the value of the Trademarks or the Other Intellectual Property, or goodwill related thereto, in the Territory or elsewhere, which results from the efforts of Distributor shall be for Supplier's sole benefit and shall not give rise to any compensation to Distributor. Distributor shall not, at any time, do or permit to be done any act or thing which may in any way adversely affect any rights of Supplier in and to the Trademarks or any registration or application for registration thereof, or any of the Other Intellectual Property, or which, directly or indirectly, may reduce the value of the Trademarks or any of the Other Intellectual Property or detract from the reputation thereof.

(e) Compliance with Law. Distributor shall use the Trademarks and the Other Intellectual Property rights in the Territory strictly in compliance with the legal requirements applicable therein and shall use such markings in connection with which the Trademarks or any Other Intellectual Property rights is used, such legends, markings and notices as may be reasonably necessary in order to give appropriate notice of any trademark, trade name, or Other Intellectual Property rights therein or pertaining thereto.

(f) Infringement. Distributor shall promptly notify Supplier if it becomes aware of any infringement or suspected infringement of the Trademarks or Other Intellectual Property. If the Trademarks or Other Intellectual Property are infringed in the Territory, Supplier shall have the right but not the obligation to commence and prosecute at its own expense, all legal proceedings necessary to protect the Trademarks and Other Intellectual Property and prevent infringement thereof. Distributor shall execute the documents necessary or desirable in connection with such legal action by Supplier, and shall testify in any such legal action whenever required to do so by Supplier and render any and all assistance to Supplier in connection with any such action. Supplier shall reimburse Distributor for its reasonable traveling expenses and out-of-pocket disbursements incurred in connection with the cooperation required hereunder. Distributor has no right or authority to institute any legal actions involving the Supplier Trademarks or Other Intellectual Property without the prior written consent of Supplier or to reach settlement in any litigation or other legal action involving Supplier Products without the prior consent of Supplier. Any recovery resulting therefrom inures to the benefit of Supplier.

(g) Registered User. In any country where Distributor shall have the right under this Agreement to use the Trademarks and where there is legal provision for registering persons as a lawful or "registered user" of the trademarks owned by another person without jeopardy to the validity or ownership of such other person's trademarks, Distributor, at its own expense, and with the prior permission of Supplier, shall take such steps as may be required to register or enroll Distributor as a lawful or "registered user" of said Trademarks in such country or area and forward to Supplier copies of such registrations; provided however, that all such Trademarks shall be registered by Distributor in the name of Supplier, which reserves the right to take such action unilaterally in place of Distributor. Supplier shall have and retain the legal title to all registrations of said Trademarks and full ownership thereof.

(h) Prohibited Use. Distributor agrees that for the term of this Agreement and after termination of this Agreement, Distributor shall not

- (i) use the Trademarks, in whole or in part, as a corporate name for Distributor;
- (ii) join any name or names with the Trademarks so as to form a new name or mark;
- (iii) use in any manner or form a name, designation or mark which phonetically, graphically or otherwise resembles the Trademarks;
- (iv) evoke or create any confusion in the public mind with reference to the Trademarks;
or,
- (v) register the Trademarks or any name, designation, or form which otherwise resembles the Trademarks as a domain name or url on or in connection with the internet or other e-commerce.

(i) Additional Documents. At Supplier's request, Distributor shall execute any documents reasonably required by Supplier to confirm Supplier's rights in and to the Trademarks and the Other Intellectual Property in the Territory or elsewhere, or to confirm the respective rights of Supplier and Distributor pursuant to this Agreement. Distributor shall cooperate with Supplier in connection with

the filing and prosecution by Supplier of applications to register the Trademarks or any of the Other Intellectual Property rights in the Territory and the maintenance and renewal of such registrations that may issue. In the event Distributor fails or refuses to execute any document required of it hereunder, Supplier shall then have the right as Distributor's attorney-in-fact to execute such documents and take such steps in Distributor's name to effect the intent of this article and disclaims liability for any damages, including consequential damages, resulting therefrom.

(j) Should any law or regulation of the Territory vest Distributor with any property rights in the Trademarks or any Other Intellectual Property rights, Distributor hereby assigns to Supplier any and all such rights upon Termination of this Agreement with no additional consideration.

ARTICLE 12: CONFIDENTIALITY

(a) "Confidential Information" means information disclosed by one party to the other party during the Term or a Renewal Term of this Agreement relating to a party's suppliers, products, strategic plans, business plans and logistics, market research and statistics, marketing and distribution plans, samples, financial information, business processes and methodologies, scientific, technical, or economic information, including plans, compilations, formulas, designs, prototypes, methods, improvements, patents, copyright, trade secrets, know-how, contracts, and a variety of other information that a disclosing party or its affiliates may consider confidential and/or proprietary. Confidential Information does not include information that was in the public domain at the time it is received by the receiving party or information that subsequently enters the public domain through no fault of the receiving party.

(b) Distributor acknowledges and agrees that all Confidential Information received by it from Supplier during the Term or a Renewal Term is given in strict confidence and is to be used by Distributor solely for the purpose of carrying out this Agreement. Distributor shall keep secret the Confidential Information and shall not, for any reason whatsoever, reveal, disclose, sell or transfer any part of such Confidential Information, directly or indirectly, to any third party except as permitted by the terms of this Agreement. Distributor may disclose Confidential Information only to those of its employees who have a need to know the information and Distributor agrees to exercise a high degree of care in the selection of its employees to whom Confidential Information, or any part thereof, will be disclosed.

(c) In the performance of its obligations under this Article 12, Distributor shall take all precautions and steps that may be reasonably requested by Supplier in order to protect such Confidential Information (including the bringing of legal action in order to ensure that others respect this undertaking of confidentiality). Nothing herein shall be interpreted as prohibiting Supplier at its own expense from bringing such legal actions within or outside the Territory as it shall deem to be in its best interest.

(d) Distributor may gain knowledge of Supplier's manufacturers, suppliers or other sources of Supplier's Products ("Supplier-Related Sources"). Distributor shall not directly or indirectly through a third party contact any Supplier-Related Sources with which it did not have a relationship prior to this Agreement, except as necessary to conduct Distributor's business pursuant to this Agreement. Violation of this provision shall entitle Supplier to terminate this Agreement by delivering fifteen (15) days written notice of such termination to Distributor, in addition to any other remedies available to Supplier.

(e) The obligations set forth in this Article 12 shall survive and remain in effect even after the expiration or the termination of the present Agreement, and Distributor shall return all copies of, and permanently delete, any material containing Supplier's Confidential Information upon Supplier's

request. Failure of Distributor to comply with this Article 12 shall be an event of default which shall entitle Supplier to injunctive relief and damages.

ARTICLE 13: BOOKS, RECORDS AND REPORTS

(a) Distributor shall keep Supplier timely advised and informed as to all conditions which pertain to or affect the sale of Products in the Territory. In addition, Distributor shall deliver to Supplier bi-annual reports certified as accurate by an officer of Distributor's corporation and annual reports certified by outside auditors with regard to the sales of Supplier's Products. The bi-annual reports shall be delivered within fifteen (15) days after the end of each six month period for the duration of this Agreement and the annual reports within sixty (60) days of the end of each twelve-month period during which the Agreement remains in effect. The reports shall contain complete information as to the following:

- (i) total gross sales of Products, expressed in units and monetary amounts, detailed by sku;
- (ii) defective products, expressed in units and monetary amounts, detailed by sku, for which Distributor is requesting a credit memorandum from Supplier;
- (iii) total advertising and marketing expenditures including an item-by-item breakdown thereof, and copies of any advertisements or promotional materials featuring Supplier Products; and
- (iv) detailed ending inventory reports on a quarterly basis.

(b) Distributor shall maintain complete business records of all transactions in Supplier Products during the Term and for three (3) years thereafter. Supplier shall have the right to inspect or to audit Distributor's business records at all reasonable times during the Term and for a period of three (3) years after the Term to determine the accuracy of any of the reports and Distributor's compliance with its obligations hereunder, and to issue a discrepancy report, if applicable. Supplier shall pay the cost of such audit, unless the results of such audit indicate a discrepancy equal to or greater than three percent (3%) from amounts reported by Distributor with respect to any obligation hereunder this Agreement, in which event Distributor shall bear the entire cost of such audit. If the discrepancy report finds a shortfall attributable to Distributor, full responsibility for payment of said discrepancy is the responsibility of Distributor, even if said shortfall is less than three percent (3%). If Supplier and Distributor disagree as to the amount appearing on any discrepancy report, Distributor will immediately pay the full amount that is undisputed to Supplier. If the parties fail to reach agreement within two (2) weeks of any disputed amount, the issue will be resolved through arbitration.

ARTICLE 14: ASSIGNMENT

This Agreement is binding upon the parties hereto and their respective successors in interest. Unless otherwise provided in this Agreement, neither this Agreement nor any of the rights, powers, or obligations created herein may be assigned, encumbered, optioned, subcontracted or transferred in any other manner, in whole or in part, by Distributor without the prior written consent of Supplier, which may withhold such consent in its sole and absolute discretion. Any such assignment or transfer in contravention of the foregoing shall be null and void and of no force and effect. Supplier may assign any or all of its rights or obligations under this Agreement to any entity at the sole discretion of Supplier. Upon the Agreement of such assignee of Supplier to assume Supplier rights and obligations hereunder Distributor shall look solely to such assignee for the performance.

ARTICLE 15: WARRANTIES

(a) Supplier.

(i) Products. EXCEPT AS OTHERWISE PROVIDED IN ARTICLE 8 HEREOF, SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE LIABLE TO DISTRIBUTOR OR ANY CUSTOMER OF DISTRIBUTOR FOR LOSS OF PROFIT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES ARISING OUT OF THIS AGREEMENT, OR THE MANUFACTURE, DISTRIBUTION, SALE OR USE OF ANY OF THE PRODUCTS. IN ADDITION, UNDER ANY PROVISIONS IN THIS AGREEMENT CALLING FOR SUPPLIER TO APPROVE OR SHIP, SUPPLIER DISCLAIMS LIABILITY FOR DAMAGES, CONSEQUENTIAL OR OTHERWISE, FOR LATE ACTION, NONACTION OR AFFIRMATIVE ACTION.

(ii) No Warranty. Supplier extends no warranty whatsoever (whether express or implied) with respect to any sales of "irregular" Supplier Products or to any Supplier Products infused with CBD/THC by Distributor.

(iii) Additional Warranties:

(1) Supplier is a corporation duly organized, validly existing, and in good standing under the laws of British Columbia, and has all necessary corporate powers to own its properties and to carry on its business as now owned and operated by it; and

(2) Supplier has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement; the execution of this Agreement has been duly authorized by its Board of Directors; and no approvals or consents of any other persons or entities are necessary in connection with the execution or performance of this Agreement.

(b) Distributor warrants that:

(i) it is a company duly organized, validly existing, and in good standing under the laws of British Columbia, and has all necessary corporate powers to own its properties and to carry on its business as now owned and operated by it;

(ii) it understands the business risks, costs and profit potential of the business of marketing and distributing products similar to the Supplier Products;

(iii) it understands the laws, regulations, business risks, costs and profit potential associated with infusing Products with CBD/THC in the Territory, and marketing and selling the same;

(iv) it is entering into this Agreement and obtaining the right to distribute Supplier Products as an adjunct to an existing business and operation and in reliance upon its own investigation and understanding of the value of its business;

(v) it has not been furnished and is not relying upon any projection or other operating information or statistics of Supplier in conjunction with the rights granted herein;

(vi) it is not relying upon Supplier to furnish to it advice or assistance with respect to its operation of its business;

(vii) has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement; the execution of this Agreement has been duly authorized by its Board of Directors; no approvals or consents of any other persons or entities are necessary in connection with the execution or performance of this Agreement; and the negotiation, execution and/or performance of this Agreement by the parties will not interfere or otherwise conflict with any contractual or other relationship between any third party and Distributor, or between any third party and any parent, subsidiary or affiliate of Distributor;

(viii) it has been afforded the opportunity to have this Agreement reviewed by legal counsel;

(ix) it acknowledges that English is the language of choice of this Agreement, notwithstanding any translations, and that it understands English; and

(x) it shall at all times respect normal commercial practices and the rules of fair competition in each country of the Territory and shall engage in no practice which could be detrimental or embarrassing to Supplier.

ARTICLE 16: FORCE MAJEURE

If either party's ability to meet its obligations under this Agreement is prevented, restricted, or interfered with by reason of war, revolution, civil commotion, acts of public enemies, blockade, embargo, strikes, any law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or any judicial authority or representative of any such government, or any other act similar to those referred to in this clause which is beyond the reasonable control of such party, then such party shall, upon giving prior written notice to the other party, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the party claiming excuse shall use reasonable efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Nothing in this Article shall suspend the obligation of any party hereto to pay any monies as and when called for by this Agreement.

ARTICLE 17: TERMINATION

(a) By Distributor. If Supplier shall at any time commit a material breach of any covenant, warranty or agreement contained in this Agreement, and shall fail to remedy such breach within thirty (30) days after Supplier's receipt of written notice from Distributor specifying, in detail, the nature of such breach, then Distributor may, at its option, terminate this Agreement by delivering thirty (30) days' written notice of such termination to Supplier.

(b) By Supplier. In the event of the occurrence of any one or more of the following, Supplier shall have the right, in addition to any other remedies to which it may be entitled, to terminate this Agreement upon written notice to Distributor effective thirty (30) days from the date thereof except in the event of items (iii) or (vi) below in which event termination shall be effective immediately:

(i) Distributor becomes the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings or makes an assignment or other arrangement for the benefit of its creditors, or if such other party should be nationalized or have any of its material assets expropriated;

(ii) the assets of Distributor are seized or attached, in conjunction with any action against it by any third party;

(iii) Distributor conducts business in such a manner as to adversely affect the goodwill or reputation of Supplier, Supplier Products, the Trademarks or the Other Intellectual Property;

(iv) Any of the officers of Distributor are convicted of a crime which may tend to affect the goodwill or reputation of Supplier, the Distributor, the Trademarks or Supplier Products;

(v) Distributor shall at any time breach any covenant, warranty, agreement or other obligation contained in this Agreement;

(vi) Distributor has committed a fraud or misrepresentation in the making of this Agreement; or

(vii) Supplier, in its sole discretion and judgment, becomes generally dissatisfied for any reason with the performance of the Distributor.

ARTICLE 18: DISTRIBUTOR'S DUTIES UPON EXPIRATION OR TERMINATION.

(a) Except as set forth herein, in the event of the expiration or termination of this Agreement, Distributor shall immediately lose any right to further distribute Supplier Products hereunder; shall immediately stop advertising or promoting Supplier Products; and shall immediately pay all amounts due hereunder to Supplier. Any termination of this Agreement shall not relieve Distributor of any of its accrued payment obligations or those incurred by sale of Supplier Products subsequent to termination as provided in this Article 19(c).

(b) Distributor shall have no right to order any additional Supplier Products and Supplier shall have the option to purchase, or to nominate a third party to purchase, from Distributor all or any part of Distributor's inventory of Supplier Products at landed cost price or market value, whichever is lower; such option to be exercised within sixty (60) days after the termination of this Agreement. Distributor shall cooperate in determining the composition and landed cost price of its inventory at that time.

(i) It is specifically understood by the parties that upon expiration or termination of this Agreement, all contractual obligations between the parties related to the sale of Products shall terminate and Supplier shall have no obligation to sell any additional Products to Distributor. Any transactions between the parties hereto with respect to the purchase and sale of Products occurring after expiration or termination of this Agreement shall be considered one-time individual transactions, none of which shall create any obligation on Supplier to thereafter sell any Products to Distributor.

(c) Distributor shall have the right to sell its inventory of Products existing as of the date of termination for a period of up to six (6) months after such termination, unless Supplier exercises its option to purchase all or some of the remaining inventory pursuant to Article 19(b), in which case Supplier's option shall prevail. All sales following termination shall be made through existing distribution channels to Authorized Customers and by means previously and customarily employed by Distributor in the Territory, using the Trademarks on a non-exclusive basis but otherwise consistent with their ordinary use hereunder. At the conclusion of such six (6) month period, any inventory of Products still within Distributor's possession or control shall be delivered to Supplier at Distributor's cost without consideration therefore and all use by Distributor of the Trademarks shall immediately and permanently cease.

(d) Distributor shall immediately stop using the Trademarks and Other Intellectual Property and any other name, title or expression so nearly resembling the foregoing that its use would be likely to defraud, deceive or mislead the public or the trade.

(e) Distributor hereby appoints Supplier as attorney-in-fact to execute such documents and take such steps in Distributor's name to assign and transfer to Supplier all Supplier trademark registrations or applications that name Distributor and terminate all trademark registrations that name Distributor as a registered user. Distributor shall cooperate fully with Supplier and disclaim any damages resulting therefrom.

(i) Should any applicable law or regulation purport to vest in Distributor any property rights in the Trademarks or any other Intellectual Property rights, Distributor hereby agree to waive and assign any and all such rights upon termination of this Agreement with no additional consideration.

ARTICLE 19: PRODUCT SAFETY NOTIFICATION

Distributor shall give immediate written notice to Supplier of any information, circumstances, or events of which they becomes aware and which (a) indicate any actual or potential danger to consumers arising out of the configuration, formulation, design, materials, or other characteristics of the Products, (b) cause Distributor to withdraw or withhold any of the Supplier Products from the market, or (c) indicate any actual or potential violation of any applicable law, rule, or regulation related to safety or legality of products. Distributor agrees to consult with Supplier regarding suggested actions to take in response to such information, circumstances, or events. However, Supplier shall be the sole judge of whether it will modify or cause to be modified any of the Products and shall be under no obligation to so modify or cause to be modified any of the Products. The decision of Supplier in such matters shall be final.

ARTICLE 20: INDEMNIFICATION

(a) Distributor hereby indemnifies and agrees to defend and hold harmless Supplier, its shareholders, officers, directors, employees, agents and attorneys from and against any and all claims, causes of action, damages, demands, liabilities, costs and expenses, including legal fees and costs ("Claims") which may arise as a result of, or in connection with, this Agreement, the infusion with CBD/THC, distribution, sale or promotion of Supplier Products by Distributor, or any acts or omissions of the Distributor or any of its directors, officers, employees, or agents, including, but not limited to,

(i) breach of any of the provisions of this Agreement,

(ii) negligence or other tortious conduct,

(iii) representations or statement not specifically authorized by Supplier herein or otherwise in writing, or

(iv) violation by the Distributor (or any of its directors, officers, employees or agents) of any applicable law, regulation, or order in the Territory.

(b) Distributor shall defend at Distributor's sole cost and expense and otherwise protect Supplier and the other persons indemnified pursuant hereto against Claims; provided that Supplier shall have the right, but not the obligation, to participate in the defense thereof, by one or more lawyers of

Supplier's choice, in which event Distributor shall pay all costs incurred in connection with such participation, and to the extent desired by Supplier, Supplier and its lawyer shall have the right to control such defense.

ARTICLE 21. COMPLIANCE WITH APPLICABLE LAW

- (a) If approval of this Agreement is required under any law or regulation of any country in and/or the Territory itself, Distributor shall, upon the signing of this Agreement, furnish evidence of such approval to Supplier's satisfaction.
- (b) If Supplier determines at any time, in its sole judgment, that this Agreement should be notified to the Commission of the European Communities or other regional authority, then Distributor shall cooperate with Supplier in making such notification. If Distributor intends at any time to notify the Agreement to the Commission of the European Community or other regional authority, Distributor shall first consult with Supplier to determine the basis for such a notification and to enable Supplier to consult with its counsel prior to such notification taking place. If Supplier determines in its sole judgment that neither negative clearance nor exemption acceptable to Supplier will be obtained from the Commission of the European Community or other regional authority, then it shall have the right, at its option, either to make amendments to this Agreement sufficient to obtain said negative clearance or exemption, or to cancel this Agreement.
- (c) All Supplier Products distributed under this Agreement shall be sold, labeled, packaged, distributed, advertised and imported (if applicable) in accordance with, and Distributor shall otherwise fully comply with, all applicable laws, orders, rules, regulations, and the like in effect in the Territory. Distributor warrants that it and its business are in compliance with all applicable laws and regulations in the Territory, and that no such law or regulation prohibits this Agreement or any of its material terms.

ARTICLE 22: NOTICES

All notices which are provided for in this Agreement, unless specifically provided otherwise, shall be given in writing and delivered personally, by prepaid private courier, by registered mail, or express delivery service (e.g., DHL or Federal Express). Any such notice shall be deemed to have been given on the date when such notice was received and accepted for or refused.

- (a) All notices to SUPPLIER shall be sent to:

The Yield Growth Corp.
Attn: Penny Green, CEO
#200 – 1238 Homer Street
Vancouver, BC V6B 2Y5

- (b) All notices to DISTRIBUTOR shall be sent to:

CROP Infrastructure Corp.
Attn: Michael Yorke
600-535 Howe Street
Vancouver BC V6C2Z4

The parties may change the addresses hereinabove given by written notice to the other party.

ARTICLE 23: CURRENCY

All references to currency are in the lawful money of Canada unless otherwise specified.

ARTICLE 24: APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein, and the parties irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia to adjudicate all matters arising hereunder, except that either party may seek emergency injunctive relief in any competent court having jurisdiction. The English version of this Agreement and the English language shall govern the interpretation and meanings of all words and phrases used herein. The United Nations Convention on Contracts for the International Sales of Goods of April 11, 1980, is not applicable.

ARTICLE 25: WAIVER

The failure of any party to enforce at any time any provision of this Agreement, or to enforce any rights, or to make any elections hereunder, shall not be deemed a waiver of such provisions, rights or elections.

ARTICLE 26: HEADINGS

The headings of the various clauses of this Agreement have been inserted for convenient reference only, and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

ARTICLE 27: SEVERABILITY

Should any provision of this Agreement be invalid or in conflict with any present or future requirement of law applicable thereto, such provision alone shall become inoperative and the rights of the parties hereto shall in no manner be prejudiced by reason of the inclusion thereof in this Agreement.

ARTICLE 28: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with regard to the subject matter of this Agreement and supersedes all prior written or oral understandings or agreements. There are no terms, obligations, covenants, representations, statements or conditions other than those contained herein. No modification of this Agreement shall be valid except if in writing signed by both parties.

ARTICLE 29: INDEPENDENT CONTRACTOR

The parties acknowledge that Distributor is acting in an independent contractor capacity and is not acting as a partner, co-venturer or in any other joint capacity with Supplier. Distributor is responsible for payment of all its expenses related hereto. Distributor, its agents and employees are in no way the sales representative or agents of Supplier for any purpose whatsoever and have no right or

authority to represent themselves or act as such or in any way to bind Supplier to any obligation to a third party, and they shall not assume or create in writing or otherwise any obligation of any kind, express or implied, in the name of or on behalf of Supplier, unless specifically authorized to do so in writing by Supplier and in accordance with the conditions specified by Supplier.

ARTICLE 30: COUNTERPARTS

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the above parties have executed this Agreement on the date first above written.

"Penny Green"
By: _____
Name: Penny Green
Title: President and CEO
Juve Wellness Inc.

"Michael Yorke"
By: _____
Name: Michael Yorke
Title: CEO & Director
CROP Infrastructure Corp.

SCHEDULE A

List of Products

PHASE 1

Daily Ritual Oil (x3)
Moisturizer (x3)
Face Mist (x3)
Anti Aging Serum
Deodorant
Lip Balm

PHASE 2

Bath Salts (x3)
Face Mask (x3)
Soap Bar (x3)
Lip Gloss

PHASE 3

Tea (x2)
Facial Cleanser
Sunscreen
Sports Spray
Sensual Oil

PHASE 4

Female Sexual Lubricant
Yoni Care Products (4)
Capsules (13)
Insomnia Tea
Anxiety Tea
Antidepressant Tea
Other teas (3)

SCHEDULE B

List of Trademarks

To be added by addendum at a later date prior to product launch