

## LICENSE AND MASTER SERVICES AGREEMENT

THIS LICENSE AND MASTER SERVICES AGREEMENT (the "**Agreement**") is made this 27<sup>th</sup> day of April, 2020 ("**Effective Date**"), by and between:

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

and

**Argentia Gold Corporation**, a company duly organized and existing under and by virtue of the laws of the Province of Newfoundland and Labrador, Canada, having its principal place of business at 12 Marquise Ave., Freshwater PB, NL A0B 1W0 (hereinafter referred to "**Licensee**").

### RECITALS

WHEREAS,

Brand Owner owns or has the rights to product formulations, know-how, trademarks and other proprietary information for certain products designed to be infused with cannabis;

Licensee holds licenses issued by Health Canada under the Cannabis Act and related federal and provincial laws and regulations to cultivate cannabis and to manufacture, process and sell cannabis infused products to Authorized Customers (as defined below) in the Territory (as defined below); and

Licensee desires to manufacture and sell finished products to Authorized Customers in the Territory using Brand Owner's trademarks, product formulations, know-how and other proprietary information; and

Brand Owner desires to grant to Licensee the non-exclusive right to manufacture and sell certain products in the Territory to Authorized Customers using Brand Owner's trademarks, product formulations, know-how and other proprietary information pursuant to the terms and conditions set forth in this Agreement;

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) **Authorized Customers.** The BC Liquor Distribution Branch, the Ontario Cannabis Store, and other similar customers who are legally authorized to purchase and resell cannabis products in the Territory.

(b) **Brand Owner's Trademark.** JACK N JANE (hereinafter sometimes referred to as "**Trademark**") and related marks.

(c) **Brand Owner's Products.** Those certain tinctures, topicals and other products intended for the recreational cannabis market that are developed using Brand Owner's product formulations, know-how, and other proprietary information and bearing, marketed or sold under Brand Owner's Trademark. (Brand Owner's Products are sometimes referred to hereinafter as "**Products**".)

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

(e) **Term.** The initial term of this Agreement shall be two (2) years, commencing on the Effective Date, unless terminated earlier in accordance with the terms of this Agreement.

(f) **Territory.** Canada.

## ARTICLE 2: LICENSE BY BRAND OWNER

(a) **Grant of License.** Brand Owner hereby grants to Licensee a non-exclusive, non-assignable, non-transferable, non-sublicenseable, revocable limited license to use the Trademark and Other Intellectual Property during the Term and any Renewal Term of this Agreement solely in connection with the manufacture and sale of the Products identified in Schedule A hereto, as amended from time to time, within the Territory, in accordance with the terms and conditions of this Agreement.

(b) **Territory Expansion.** The parties agree to explore the feasibility of exporting the Products to Europe. If the Territory is expanded, the parties will amend this Agreement in writing.

## ARTICLE 3: LICENSEE OBLIGATIONS

(a) **Product Notification.** Licensee shall notify Health Canada and any other regulatory body in Canada as may be required (collectively, the "**Regulators**") of its intent to make each Product available for sale in the recreational cannabis market in the Territory under Brand Owner's Trademark in compliance with section 244 of the *Cannabis Regulations* and any other law, regulation or rule as may be required to bring a Product to market ("**Product Notification**"). Once the Product Notification is submitted to a Regulator, Licensee shall promptly provide Brand Owner with a copy of the notice and related information including date of submission and identification number assigned, if any, as well as any subsequent correspondence or information received from the Regulators relating to the notice submitted.

(b) **Product Manufacture.** Licensee shall manufacture the Products at, or outsource its manufacture of the Products to, a licensed facility in accordance with Health Canada requirements, the *Cannabis Act*, the *Cannabis Regulations*, all other applicable federal, provincial and municipal laws and regulations ("**Applicable Laws**"), and under GMP manufacturing compliance. Specifically, Licensee shall be responsible for:

a. Supplying raw material ingredients containing cannabis (e.g. isolate, distillate) ("**Cannabis Ingredients**") whether through Licensee's own supply or that of licensed third parties, for Brand Owner's Products pursuant to Brand Owner's preferred specifications;

b. Providing manufacturing services including combining or infusing Brand Owner's non-cannabis ingredients or bulk product as supplied by Brand Owner with the Cannabis Ingredients pursuant to Brand Owner's specifications, labelling and filling Brand Owner's packaging;

c. Providing assistance in sourcing packaging if requested by Brand Owner, including making introductions to Licensee's suppliers of packaging materials and other components that may be used for Brand Owner's Products;

d. Coordinating and managing all ingredient and product testing as may be required throughout the manufacturing process;

e. Providing ongoing consultation to Brand Owner as well as general production and regulatory compliance support.

(c) Distribution. Licensee shall sell Brand Owner's Products to Authorized Customers in the Territory, commencing with the Provinces of British Columbia and Ontario, and provide or arrange for any ancillary services as may be required such as storage, shipping, and the like.

(d) Manufacturing Timeline. For the initial production run of a Product, Licensee will manufacture the Product to ensure that it will be market ready no later than 60 days from the date of the Product Notification. For subsequent production runs, Licensee will make reasonable best efforts to manufacture the Product by the date requested by Brand Owner in writing, but in no event on less than a lead time of 10 business days. Licensee agrees that time is of the essence with respect to the manufacturing of Brand Owner's Products.

(e) Manufacturing Volumes. Licensee will make reasonable best efforts to manufacture the volumes requested by Brand Owner. For the initial production run of a Product, Brand Owner's goal is to commence with 3,000 units of each SKU. For subsequent production runs of a Product, Brand Owner's goal is to produce 10,000 units of each SKU.

(f) Costs. The costs incurred under this Article 3 ("Licensee Costs") will initially be paid by Licensee pending reconciliation before the parties' 50-50 profit split. Provided, however, that if Licensee outsources any of the above services to Lupos Labs, Brand Owner will pay 50% of the purchase order ("Shared Costs") directly to Lupos Labs. For further clarity, a cost incurred under paragraph 3(c) shall be deemed a Licensee Cost provided it is a third party expense supported by an invoice showing it is specifically related to the Products. Licensee shall maintain sufficiently detailed records of the Licensee Costs to support reconciliation by the parties.

(g) Compliance with Laws. All services and outputs provided by Licensee under this Agreement shall be in strict compliance with Applicable Laws.

#### ARTICLE 4: BRAND OWNER OBLIGATIONS

(a) Brand Owner will provide the following to Licensee for use solely and exclusively in connection with Licensee's performance under this Agreement:

a. Non-cannabis ingredients or bulk product that does not contain cannabis for Licensee to combine with the Cannabis Ingredients to create the Products;

b. Product formulation information, but only to the extent necessary for Licensee to fulfill its obligations under this Agreement;

c. Product development, branding and marketing support;

d. Packaging, labels and related materials.

(b) Costs. The costs incurred under this Article 4 (“Brand Owner Costs”) will initially be paid by Brand Owner pending reconciliation before the parties’ 50-50 profit split. Brand Owner shall maintain sufficiently detailed records of the Brand Owner Costs to support reconciliation by the parties.

#### ARTICLE 5: PRODUCT SALES

Licensee shall sell the finished Products to Authorized Customers in the Territory in accordance with Applicable Laws and shall report all such sales to Brand Owner within five (5) business days. Licensee shall provide a detailed sales report reflecting dates, SKUs and units sold, price, and such other information as Brand Owner may reasonably request.

#### ARTICLE 6: COSTS AND CONSIDERATION

(a) Costs. The parties will work together on a mutually acceptable budget outlining the estimated costs to be incurred by each party. The parties will work diligently and prudently to keep costs down as much as reasonably possible and will notify each other in advance of discrepancies between actual and estimated costs.

(b) Sales Profits. The parties will split the profits 50-50 from sales of the Cannabis Products after deducting the Brand Owner Costs, Licensee Costs and Shared Costs.

(c) Cost Reconciliations. The parties will maintain ongoing records, documentation and reports to support any Brand Owner or Licensee Costs to be taken into account in the reconciliation of products sales and profits. Each party may reasonably request additional supporting documentation from the other, which shall not be unreasonably withheld by the other party. Reconciliation shall be done on a periodic basis agreed upon by the parties but no less frequent than once per quarter. The parties will work together to reconcile all costs and agree to discuss any disputed amounts in a reasonable professional manner and to attempt to resolve such disputes informally within 10 business days before resorting to further action.

(d) Profit Disbursement. Licensee shall disburse the 50% profit owed to Brand Owner within 14 business days after Licensee receives the funds from each sales transaction.

#### ARTICLE 7: RENEWAL

This Agreement shall renew automatically for three (3) additional twelve (12) month periods (each a “Renewal Term”) unless terminated by either Party with at least ninety (90) days’ written notice prior to the end of the Term or terminated earlier in accordance with this Agreement.

#### ARTICLE 8: INTELLECTUAL PROPERTY

(a) Ownership, Marking and Use. Licensee 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 Brand Owner. Licensee acknowledges and agrees that Brand Owner is the owner of the Trademarks and all Other Intellectual Property in or associated with Brand Owner Products. Licensee acknowledges and agrees that the Trademarks and Other Intellectual Property, including but not limited to all Product formulas, marketing and packaging, are the property of Brand Owner and that Licensee 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 Licensee any right or presumptive right to continue such use. Upon notice of termination of this Agreement for any reason, Licensee will immediately cease the manufacture of Brand Owner Products and the use of the Trademarks and Other Intellectual Property.

(b) Goodwill. Brand Owner 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 Licensee shall be deemed to be on behalf of and inure to the benefit of Brand Owner. Any enhancement or improvements (including, but not limited to, slogans, trademarks and design improvements and/or improvements to patents or formulas developed by the Licensee 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 Licensee shall be for Brand Owner's sole benefit and shall not give rise to any compensation to Licensee. Licensee 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 Brand Owner 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.

(c) Compliance with Law. Licensee 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.

(d) Infringement. Licensee shall promptly notify Brand Owner 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, Brand Owner 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. Licensee shall execute the documents necessary or desirable in connection with such legal action by Brand Owner, and shall testify in any such legal action whenever required to do so by Brand Owner and render any and all assistance to Brand Owner in connection with any such action. Brand Owner shall reimburse Licensee for its reasonable traveling expenses and out-of-pocket disbursements incurred in connection with the cooperation required hereunder. Licensee has no right or authority to institute any legal actions involving the Brand Owner Trademarks or Other Intellectual Property without the prior written consent of Brand Owner or to reach settlement in any litigation or other legal action involving Brand Owner Products without the prior consent of Brand Owner. Any recovery resulting therefrom inures to the benefit of Brand Owner.

(e) Prohibited Use. Licensee agrees that for the term of this Agreement and after termination of this Agreement, Licensee shall not:

- (i) use the Trademarks, in whole or in part, as a corporate name for Licensee;
- (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;
  - (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;
  - (vi) use Brand Owner's Product formulas for the benefit of itself or any third party.
- (f) **Additional Documents.** At Brand Owner's request, Licensee shall execute any documents reasonably required by Brand Owner to confirm Brand Owner's rights in and to the Trademarks and the Other Intellectual Property in the Territory or elsewhere, or to confirm the respective rights of Brand Owner and Licensee pursuant to this Agreement. Licensee shall cooperate with Brand Owner in connection with the filing and prosecution by Brand Owner 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 Licensee fails or refuses to execute any document required of it hereunder, Brand Owner shall then have the right as Licensee's attorney-in-fact to execute such documents and take such steps in Licensee's name to effect the intent of this article and disclaims liability for any damages, including consequential damages, resulting therefrom.
- (g) Should any law or regulation of the Territory vest Licensee with any property rights in the Trademarks or any Other Intellectual Property rights, Brand Owner hereby assigns to Licensee any and all such rights upon Termination of this Agreement with no additional consideration.

#### ARTICLE 9: 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) Licensee 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 Licensee solely for the purpose of carrying out this Agreement. Licensee 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. Licensee may disclose Confidential Information only to those of its employees who have a need to know the information and Licensee 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 and to require them to sign individual confidentiality agreements as may be requested by Brand Owner.
- (c) In the performance of its obligations under this Article, Licensee shall take all precautions and steps that may be reasonably requested by Brand Owner 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 Brand Owner 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) Licensee may gain knowledge of Brand Owner's manufacturers, suppliers, developers, formulators or other sources of Brand Owner's Products ("Brand Owner Sources"). Licensee shall not directly or indirectly through a third party contact any Brand Owner Sources with which it did not have a relationship prior to this Agreement, except as necessary to conduct Licensee's business pursuant to this Agreement. Violation of this provision shall entitle Brand Owner to terminate this Agreement by delivering five (5) days written notice of such termination to Licensee, in addition to any other remedies available to Brand Owner.

(e) The obligations set forth in this Article shall survive and remain in effect even after the expiration or the termination of the present Agreement, and Licensee shall return all copies of, and permanently delete, any material containing Brand Owner's Confidential Information upon Brand Owner's request, and an officer of Licensee shall certify to the same. Failure of Licensee to comply with this Article shall be an event of default which shall entitle Brand Owner to injunctive relief and damages without the requirement of posting a bond.

#### ARTICLE 10: BOOKS, RECORDS AND REPORTS

(a) Licensee shall keep Brand Owner timely advised and informed as to all conditions which pertain to or affect the sale of Products in the Territory. In addition, Licensee shall deliver to Brand Owner quarterly reports certified as accurate by an officer of Licensee and annual reports certified by outside auditors with regard to the sales of Brand Owner Products. The quarterly reports shall be delivered within fifteen (15) days after the end of each three 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 include complete information as to the following:

- (i) total gross sales of Products, expressed in units and monetary amounts, detailed by sku;
- (ii) detailed ending inventory reports on a quarterly basis.

(b) Licensee shall maintain and keep open to Brand Owner the complete business records of all transactions in the Products during the Term and for six (6) years thereafter as may be required for regulatory investigations and financial audits, including specifically records relating to Licensee Costs, Shared Costs, cost reconciliations, profit calculation, and sales transactions. Brand Owner shall have the right to inspect or to audit Licensee's business records at all reasonable times during the Term and for a period of six (6) years after the Term to determine the accuracy of any of the reports and Licensee's compliance with its obligations hereunder, and to issue a discrepancy report, if applicable. Brand Owner 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 Licensee with respect to any obligation hereunder this Agreement, in which event Licensee shall bear the entire cost of such audit. If the discrepancy report finds a shortfall attributable to Licensee, full responsibility for payment of said discrepancy is the responsibility of Licensee, even if said shortfall is less than three percent (3%) and Licensee will pay the full amount to Brand Owner within 5 business days. Licensee's failure to pay the full amount within such time period shall constitute a default under this Agreement.

#### ARTICLE 11: 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 either party without the prior written consent of the other party, which shall not be unreasonably withheld. Any such assignment or transfer in contravention of the foregoing shall be null and void and of no force and effect.

ARTICLE 12: WARRANTIES

(a) Brand Owner.

(i) Products. BRAND OWNER 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 BRAND OWNER BE LIABLE TO LICENSEE OR ANY CUSTOMER OF LICENSEE 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.

(ii) Additional Warranties:

(1) Brand Owner 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) Brand Owner 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) Licensee 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 laws, regulations, business risks, costs and profit potential associated with processing, manufacturing and selling cannabis products in the Territory;

(iii) it is entering into this Agreement and obtaining the right to manufacture and sell Brand Owner 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;

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

(v) it is not relying upon Brand Owner to furnish to it advice or assistance with respect to its operation of its business;

(vi) it has all necessary licenses under the Cannabis Act, the Cannabis Regulations and all other Applicable Laws to enter and perform its obligations under this Agreement; specifically Licensee has the following licences as of the Effective Date: [REDACTED]

See Schedule B.



(vii) it 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 Licensee, or between any third party and any parent, subsidiary or affiliate of Licensee;

(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.

#### ARTICLE 13: 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 14: CHANGE IN CONTROL

Notwithstanding any other provision hereof (and excluding any transactions with companies whose shares are publicly traded and not more than 10% owned by a competitor of Brand Owner), Brand Owner has the right to terminate this Agreement upon thirty (30) days' written notice to Licensee in the event of a change in "control" (as herein defined) of the Licensee without the prior written approval of Licensee. "Control" shall mean the ownership, directly or indirectly, of fifty-one percent (51%) or more of the assets or stock of the Licensee.

#### ARTICLE 15: TERMINATION

(a) If either party shall at any time materially breach any covenant, warranty or agreement contained in this Agreement, and shall fail to remedy such breach within thirty (30) days after receipt of written notice from the other party specifying, in detail, the nature of such breach, the non-breaching party may, at its option, terminate this Agreement by delivering thirty (30) days' written notice of such termination to the other party.

(b) In the event of the occurrence of any one or more of the following, a party shall have the right to immediately terminate this Agreement upon written notice to the other party:

(i) upon the breach of Article 8 or Article 9 of this Agreement;

(ii) A party 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; or

(iii) the assets of a party are seized or attached, in conjunction with any action against it by any third party.

(c) Either party may terminate this Agreement for convenience by providing 3 calendar months' written notice to the other party.

#### ARTICLE 16: LICENSEE'S DUTIES UPON EXPIRATION OR TERMINATION

(a) Except as set forth herein, in the event of the expiration or termination of this Agreement, Licensee shall immediately lose any right to further manufacture or sell Brand Owner Products hereunder; and shall immediately pay all amounts due hereunder to Brand Owner. Any termination of this Agreement shall not relieve Licensee of any of its accrued payment obligations or those incurred by sale of Brand Owner Products subsequent to termination as provided in this Article 16(c).

(b) If permitted by Applicable Law, Brand Owner shall have the right to purchase or nominate a licensed third party to purchase from Licensee all or any part of Licensee's inventory of Brand Owner Products at cost, and Owner shall be responsible for delivery costs.

(c) Licensee may continue to sell the inventory of Brand Owner Products existing as of the date of termination, unless Brand Owner exercises the option to purchase all or some of the remaining inventory pursuant to Article 16(b), in which case Brand Owner's option shall prevail.

(d) Licensee will deliver to Brand Owner all non-cannabis ingredients, bulk product and other product inputs supplied by Brand Owner, and all product inputs supplied by Licensee for Brand Owner Products (excluding the Cannabis Ingredients) for which Brand Owner has already paid.

(e) Brand Owner shall immediately stop using Brand Owner's Product formulas and other Confidential Information and shall return or destroy the same pursuant to Article 9 of this Agreement;

(f) Brand Owner 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.

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

#### ARTICLE 17: PRODUCT SAFETY NOTIFICATION

Licensee shall give immediate written notice to Brand Owner 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 Licensee to withdraw or withhold any of the Brand Owner 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. Licensee agrees to consult with Brand Owner regarding suggested actions to take in response to such information, circumstances, or events.

#### ARTICLE 18: INDEMNIFICATION

- a) Provided that the Brand Owner's product formulas are not determined to be the source of a Claim brought against the Licensee, Licensee hereby indemnifies and agrees to defend and hold harmless Brand Owner, its parent, subsidiary and affiliate companies, and their respective 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 the Cannabis Ingredients supplied by Licensee, the manufacture or sale of Products by Licensee, or any acts or omissions of Licensee 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 Brand Owner herein or otherwise in writing,
  - (iv) violation by Licensee (or any of its directors, officers, employees or agents) of any Applicable Laws, and
  - (v) Licensee's failure to maintain any required licenses.
- (b) Licensee shall defend at Licensee's sole cost and expense and otherwise protect Brand Owner and the other persons indemnified pursuant hereto against Claims; provided that Brand Owner shall have the right, but not the obligation, to participate in the defense thereof, by one or more lawyers of Brand Owner's choice, in which event Licensee shall pay all costs incurred in connection with such participation, and to the extent desired by Brand Owner, Brand Owner and its lawyer shall have the right to control such defense.

#### ARTICLE 19. COMPLIANCE WITH APPLICABLE LAW

Licensee covenants that Brand Owner Products manufactured and sold under this Agreement shall be manufactured, sold, labeled, packaged, distributed, advertised and imported (if applicable) in accordance with, and Licenses shall otherwise fully comply with, all applicable laws, orders, rules, regulations, and the like in effect in the Territory. Licensee warrants that it and its business are in compliance with all Applicable Laws in the Territory, and that no such law or regulation prohibits this Agreement or any of its material terms.

#### ARTICLE 20: 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., Federal Express). Any such notice shall be deemed to have been given on the date when such notice was received and receipted for or refused.

(a) All notices to LICENSEE shall be sent to:

Argentia Gold Corporation  
12 Marquise Avenue  
Freshwater PB, NL A0B 1W0

Attn: Stephen (Steve) McNeill, CEO  
[steve@argentiagold.ca](mailto:steve@argentiagold.ca)

with a copy to: [gwoodland@swdb.ca](mailto:gwoodland@swdb.ca)

(b) All notices to BRAND OWNER shall be sent to:

Jack N Jane Essentials Inc.  
Attn: Penny White, CEO  
#200 – 1238 Homer Street  
Vancouver, BC V6B 2Y5

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

#### ARTICLE 21: CURRENCY

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

#### ARTICLE 22: 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.

#### ARTICLE 23: 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 24: 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 25: 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 26: 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 27: INDEPENDENT CONTRACTOR

The parties acknowledge that Licensee is acting in an independent contractor capacity and is not acting as a partner, co-venturer or in any other joint capacity with Brand Owner. Licensee is responsible for payment of all its expenses related hereto. Licensee, its agents and employees have no right or authority to represent themselves or act as such or in any way to bind Brand Owner 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 Brand Owner, unless specifically authorized to do so in writing by Brand Owner and in accordance with the conditions specified by Brand Owner.

ARTICLE 28: 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.

JACK N JANE ESSENTIALS INC.

ARGENTIA GOLD CORPORATION

By: "Penny White"

Name: Penny White

Title: CEO

By: "Stephen McNeill"

Name: Stephen McNeill

Title: CEO

SCHEDULE A  
PRODUCTS

[REDACTED]

**SCHEDULE B**

**LICENSES HELD BY THE LICENSEE UNDER *THE CANNABIS ACT*, THE CANNABIS REGULATIONS  
AND ALL OTHER APPICABLE AUTHORITIES**

See attached.

[REDACTED]