

JUSU BODY INC., JUSU BARS INC. AND JUSU CBD INC.

as Vendors

and

BETTER PLANT SCIENCES INC.

as Purchaser

and

BRUCE WAYNE MULLEN

as Principal

ASSET PURCHASE AGREEMENT

October 9, 2020

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is dated October 9, 2020 between **Jusu Body Inc., Jusu Bars Inc. and Jusu CBD Inc.** (collectively, the “**Vendors**”), **Better Plant Sciences Inc.** (the “**Purchaser**”), and **Bruce Wayne Mullen** (the “**Principal**”).

WHEREAS,

The Vendors desire to sell, and the Purchaser desires to purchase, certain assets of the Vendors as identified herein;

Purchaser intends to conduct the business presently conducted by the Vendors following Closing using the Purchased Assets;

Article 1 INTERPRETATION

Section 1.1 Defined Terms.

Capitalized terms used herein and not otherwise defined have the meanings set forth in Schedule “A”.

Section 1.2 Gender and Number.

Any reference in this Agreement or any Ancillary Agreements to gender includes all genders. Words importing the singular number only shall include the plural and vice versa.

Section 1.3 Headings, etc.

The provision of a table of contents, the division of this Agreement into articles and sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

Section 1.4 Currency.

All references in this Agreement or any Ancillary Agreements to dollars or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

Section 1.5 Knowledge.

Where any representation or warranty contained in this Agreement or any Ancillary Agreement is expressly qualified by reference to the knowledge of the Vendors, it will be deemed to refer to the knowledge of each of the Vendors and the Principal. Each of the Vendors, and the Principal confirms that it has made due and diligent inquiry of such Persons (including appropriate officers of the Vendors as it considers necessary) as to the matters that are the subject of the representations and warranties.

Section 1.6 Accounting Terms.

All accounting terms not specifically defined in this Agreement are to be interpreted in accordance with International Financial Reporting Standards.

Section 1.7 Schedules.

The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

Article 2 PURCHASED ASSETS AND OPERATING AGREEMENT

Section 2.1 Purchased Assets.

Subject to the terms and conditions of this Agreement, the Vendors agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase from the Vendors on the Closing Date, effective as of the Effective Time, the assets (as defined herein) described in Schedules "B" and "B-1" hereto (collectively, the "**Purchased Assets**").

Section 2.2 Excluded Assets.

The Purchased Assets shall not include any of the following assets (collectively, the "**Excluded Assets**"):

- (a) all cash and cash equivalents and all securities and short term investments;
- (b) the minute books and corporate records of the Vendors;
- (c) all Accounts Receivable;
- (d) income tax refunds and other Tax refunds receivable by the Vendors and all Tax Returns pertaining to corporate income taxes of the Vendors; and
- (e) any retail store leases or vehicle leases of the Vendors.

Section 2.3 Operating Agreement. After Closing and for a period of 120 days, Jusu Bars Inc. shall act as the operator of the juice business as a wholesale and direct to consumer seller of Jusu juices (the "**Juice Business**") and as operator of one retail location at Cadboro Bay (the "**Cadboro Bay Location**"). For these services, Jusu Bars Inc. shall be entitled to payment of an operator fee of 5% of the net revenues generated by the Juice Business and the Cadboro Bay Location (the "**Operator Fee**"). Net revenue is defined as gross sales before taxes less product returns. While acting as operator, Jusu Bars Inc. shall pay all of the approved expenses to operate the Juice Business and the Cadboro Bay Location as set out in Schedule "C" (the "**Approved Expenses**"). At the end of each month, Jusu Bars Inc. shall deliver an invoice to the Purchaser for the Approved Expenses which it has incurred and the Operator Fee owed to it for such month, up to a maximum of the total amount of net revenue of the month. The Purchaser shall have the option to pay to Jusu Bars Inc. the Approved Expenses and the Operator Fee in cash or stock within 30 days of receiving each invoice.

Article 3 PURCHASE PRICE

Section 3.1 Purchase Price.

The consideration payable by the Purchaser to the Vendors for the Purchased Assets is Two Million Two Hundred Twenty Five Thousand Dollars (\$2,225,000) including GST and all other applicable taxes (the "**Purchase Price**"), less Twenty-Five Thousand Dollars (\$25,000) inclusive of applicable sales taxes previously paid by Purchaser to Jusu Body Inc. for existing inventory pursuant to the Website Lease Agreement entered into on September 1, 2020.

Purchase Price Holdback. The sum of Three Hundred Thousand Dollars (\$300,000) shall be held back from the Purchase Price (the “**Holdback**”) for the purpose of ensuring that, within 30 days of Closing, Jusu Body Inc. and Jusu Bars Inc. are discharged from the following general security registrations

- No. 760860J in favor of Royal Bank of Canada;
- No. 071830M in favor of On Deck Capital Canada, Inc.;
- No. 588693I in favor of Royal Bank of Canada.

Once Jusu Body Inc. and Jusu Bars Inc. provide proof of discharge, Purchaser shall release the Holdback.

Section 3.2 Allocation.

The Purchase acknowledges that the Principal has sent instructions in writing to the Purchaser on how to allocate payments to each of the specific Vendors. Such allocation is at the discretion of the Principal and does not necessarily represent the financial valuation of the Purchaser. The Purchaser has its own right to allocate the purchase price based on its financial valuation for its accounting and financial reporting purposes. .

Section 3.3 Payment of the Purchase Price and Stock Restriction.

Payment. The remainder of the Purchase Price owing by the Purchaser will be paid and satisfied through the issuance of 22,000,000 units of Purchaser (“**Units**”) subject to Purchase Price Holdback at a deemed price of \$0.10 per Unit. Each Unit will be comprised of one common share (each a “**Unit Share**”) and one transferable warrant (each a “**Unit Warrant**”) entitling the holder to acquire one additional common share of Purchaser (a “**Unit Warrant Share**”) at a price of \$0.11 per Unit Warrant Share for a period of two years from the date the warrant is issued. 19,000,000 Units shall be issued upon Closing and 3,000,000 Units shall be issued upon Vendor satisfaction of the Holdback conditions. The Units will be issued to the Vendors in accordance with Schedule “E”.

Stock Restriction. The Unit Shares are subject to the Stock Restriction Agreement in the form attached hereto as Schedule “D”. The Purchaser agrees not to sell more than 30,000 Unit Shares per day. The Unit Shares will have an additional restriction whereby 100,000 Unit Shares will be released each week. The first 100,000 Unit Shares shall be released on the date of delivery of the Units. The DRS certificates will contain legends to give effect to these restrictions.

Section 3.4 Additional Units.

If within three years of the Closing Date the quarterly or annual financial statements of the Purchaser for any period indicate that Purchaser has generated \$5 million in gross revenues through the sale of Jusu Products (the “**Performance Target**”), Vendors shall be paid 2,500,000 units of the Purchaser (the “**Additional Units**”) comprised of 2,500,000 common shares (“**Additional Unit Shares**”), and 2,500,000 warrants (“**Additional Unit Warrants**”) entitling their holders to purchase shares (“**Additional Units Warrant Shares**”) at a price equal to the closing price of the shares on the date of issuance. Additional Units are considered purchase bonus and include any applicable taxes. Additional Units are not considered as part of the Purchase Price as it is uncertain that the Purchaser can achieve the Performance Target.

Section 3.5 Hold Periods, Escrow and Resale Restrictions.

- (1) **Hold Periods.** The Unit Shares, Unit Warrants and any Unit Warrant Shares issued upon the exercise of Unit Warrants, the Additional Unit Shares, Additional Unit Warrants and any Additional Unit Warrant Shares issued upon the exercise of Additional Unit Warrants will be subject to a four-month resale restriction under applicable Canadian securities laws running from date of issuance of the Units or the Additional Units, as applicable, and shall bear restrictive legends to this effect.
- (2) **Escrow.** The Unit Shares will be held by a brokerage firm selected by the Purchaser (the "Escrow Agent") for a period of 30 months from closing, and may not be sold or transferred by the Vendors until released from escrow. Ten percent (10%) of the Unit Shares will be released from escrow at closing, with additional increments of 18% released at each 6-month interval thereafter.
- (3) **Additional Resale Restrictions.** Once released from escrow, the Unit Shares will continue to be held by the Escrow Agent, and shall be subject to a further resale restriction (the "Additional Resale Restriction") preventing the sale of more than 30,000 Unit Shares by the Vendors as a group in a single trading day. In the event that the Vendors instruct the Escrow Agent to sell shares which in total exceed 30,000 Unit Shares in a single trading day, the Escrow Agent shall not sell any Unit Shares until the Escrow Agent has received a joint direction from each of the Vendors as to how the sale of such shares is to be allocated as between the Vendors so as not to exceed the permitted daily total. Alternatively, Purchaser may elect to include language regarding weekly hold periods that match this provision directly on the Direct Registration Statement.
- (4) **Termination of Escrow and Additional Resale Restrictions.** Upon any of the following occurring, all of the Purchaser's Shares will be released from escrow and will no longer be subject to the Additional Resale Restriction:
 - (a) the closing price of the Purchaser's common shares on the Canadian Securities Exchange is above \$1.00 per common share for five consecutive trading days (subject to adjustment to reflect any share splits or consolidations);
 - (b) any person or group of persons acting in concert acquires 90% or more of the Purchaser's issued and outstanding common shares; or
 - (c) the Purchaser obtains a listing for its common shares on the Toronto Stock Exchange or the New York Stock Exchange.
- (5) **No Escrow of Unit Warrants or Underlying Shares.** Neither the Unit Warrants nor any Underlying Shares issued on their exercise will be subject to escrow or the Additional Resale Restriction.

Section 3.6 Payment of Sales Tax and Registration Charges on Transfer.

- (1) The Vendors shall be liable for and shall pay all sales Taxes and all other similar taxes, duties, registration fees or other like charges properly payable upon and in connection with the sale, assignment and transfer of the Purchased Assets from the Vendors to the Purchaser, together with any Taxes payable on the Vendors' net income, profits or gains.
- (2) The Parties shall use commercially reasonable efforts in good faith to minimize (or eliminate) any taxes payable under the *Excise Tax Act* (Canada) in respect of the Closing

by, among other things, making such elections and taking such steps as may be provided for under that Act (including, for greater certainty, making a joint election in a timely manner under Section 167 of that Act) as may reasonably be requested by the Purchaser in connection with the Closing.

Article 4 **VENDOR LIABILITIES**

Section 4.1 Vendor Liabilities.

- (1) The Purchaser shall not assume any liabilities of the Vendors with respect to the Purchased Assets and shall have no obligation to discharge, perform or fulfil, and the Vendors will indemnify the Purchaser from and against, any and all Vendor Liabilities. “**Vendor Liabilities**” means any and all liabilities, obligations, and commitments of the Vendors or with respect to the Purchased Assets or the Purchased Assets, whether known, unknown, direct, indirect, absolute, contingent or otherwise or arising out of facts, circumstances or events, in existence on or prior to the Closing Date, including:
 - (a) liabilities incurred or accruing due prior to the Effective Time under the Leases;
 - (b) any assessment or reassessment for income, corporate, capital, sales, excise or other taxes, duties or imposts of any kind whatsoever of the Vendors or, if incurred or accruing due prior to the Effective Time, relating to the Purchased Assets;
 - (c) any product liability or warranty liability arising at any time in respect of products or services of the Purchased Assets produced or performed on or prior to the Effective Time, even though a claim may be made or filed after the Effective Time;
 - (d) all liabilities and obligations of the Vendors described in Article 12;
 - (e) all liabilities and obligations arising out of the Employment Contracts; and
 - (f) the Excluded Leased Property and the Excluded Lease.
- (2) The Vendors agree to discharge, perform and fulfil the following Vendor Liabilities with respect to the Purchased Assets prior to and as at the Closing Date as and from the Effective Time:
 - (a) all current liabilities set forth in the closing accounts payable working capital statement relating to the Purchased Assets that are due or accruing prior to and due after the Effective Time;
 - (b) all obligations and liabilities under any Vendor contracts and the Leases (excluding the Excluded Leases) arising in respect of the period prior to and as at after the Effective Time and not related to any default existing at, prior to or as a consequence of Closing; and
 - (c) all other Vendor Liabilities.
- (3) Without limiting the foregoing, the following suppliers or service providers must have a zero balance at Closing:
 - (a) Enviroway Detergent Manufacturing Inc.;
 - (b) Jus Dose Inc.;
 - (c) Bodywell Natural Skincare Inc.;

- (d) Maverick Agency Limited;
- (e) Mieux Digital Inc. ("Mieux") (subject to Mieux receiving 750,000 Units the Purchaser is issuing to Mieux pursuant to Schedule "E"); and
- (f) Complete Shipping Solutions Inc.

Section 4.2 Assumption of Contractual Liabilities.

Notwithstanding anything in this Agreement, the Purchaser does not assume and has no obligation to discharge any liability or obligation under or in respect of any contract or Lease (i) which is not assignable in whole or in part without the consent, approval or waiver of the other party or parties to it or (ii) which cannot be performed by the Purchaser without the consent of the other party or parties to it, unless, in either case, such consent, approval or waiver has been obtained on terms satisfactory to the Purchaser, acting reasonably, or the Vendors has performed its obligations under Section 12.2 and the value of such contract or Lease has enured to the Purchaser.

Article 5

REPRESENTATIONS AND WARRANTIES OF THE VENDORS AND THE PRINCIPAL

Section 5.1 Representations and Warranties of the Vendors and the Principal.

The Vendors and the Principal jointly and severally represent as to those matters set forth in Schedule "C" and warrant as follows to the Purchaser and acknowledge and agree that the Purchaser is relying upon the representations and warranties in connection with its purchase of the Purchased Assets.

Article 6

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Section 6.1 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants as follows to the Vendors and acknowledges and agrees that the Vendors are relying on such representations and warranties in connection with its sale of the Purchased Assets:

- (a) **Due Incorporation and Corporate Power.** The Purchaser is a corporation incorporated and existing under the laws of British Columbia and has the corporate power and authority to enter into and perform its obligations under this Agreement and each of the Ancillary Agreements to which it is a party.
- (b) **Corporate Authorization.** The execution and delivery of and performance by the Purchaser of this Agreement and each of the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated by them have been duly authorized by all necessary corporate action on the part of the Purchaser.
- (c) **No Conflict.** The execution and delivery of and performance by the Purchaser of this Agreement and each of the Ancillary Agreements to which it is a party:
 - (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of its constating documents or by-laws;

- (ii) do not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any other Person to exercise any rights under, any of the terms or provisions of any Contracts or instruments to which it is a party; and
- (iii) do not and will not result in the violation of any Laws.
- (d) **Execution and Binding Obligation.** This Agreement and each of the Ancillary Agreements to which the Purchaser is a party have been duly executed and delivered by the Purchaser and constitute legal, valid and binding agreements of the Purchaser, enforceable against it in accordance with their respective terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

Article 7 PRE-CLOSING COVENANTS OF THE PARTIES

Section 7.1 Conduct of Business Prior to Closing.

- (1) During the Interim Period, the Vendors shall conduct the Purchased Assets in the Ordinary Course.
- (2) Without limiting the generality of Section 7.1(1) the Vendors shall:
 - (a) preserve intact its current business organization, keep available the services of agents of the Purchased Assets and the Employees and maintain good relations with, and the goodwill of, suppliers, customers, landlords, creditors, distributors and all other Persons having business relationships with the Vendors in connection with the Purchased Assets. The Vendors shall first consult with the Purchaser prior to terminating any Employee prior to Closing, other than in the ordinary course of business;
 - (b) subject to applicable Laws, confer with the Purchaser concerning operational matters of a material nature relating to the Purchased Assets;
 - (c) retain possession and control of the Purchased Assets and preserve the confidentiality of any confidential or proprietary information of the Purchased Assets;
 - (d) not cause or permit to exist a material breach of any representations and warranties of the Vendors contained in this Agreement and to conduct the Purchased Assets in such a manner that on the Closing Date such representations and warranties will be true, correct and complete as if they were made on and as of such date; and
 - (e) otherwise periodically report to the Purchaser concerning the state of the Purchased Assets and the Purchased Assets.

Section 7.2 Access for Due Diligence.

- (1) Subject to applicable Law, during the Interim Period, the Vendors shall (i) upon reasonable notice, permit the Purchaser and its employees, agents, counsel, accountants

or other representatives, lenders, potential lenders and potential investors to have reasonable access during normal business hours to (A) the premises of the Vendors, (B) the Purchased Assets, including all Books and Records whether retained by the Vendors or otherwise, (C) all Contracts and Leases (excluding the Excluded Lease), and (D) the senior personnel of the Vendors, so long as the access does not unduly interfere with the ordinary conduct of the Purchased Assets; and (ii) furnish to the Purchaser or its employees, agents, counsel, accountants or other such representatives, lenders, potential lenders and potential investors such financial and operating data and other information with respect to the Purchased Assets and the Purchased Assets as the Purchaser from time to time reasonably requests.

- (2) No investigations made by or on behalf of the Purchaser, whether under Section 7.2 or any other provision of this Agreement or any Ancillary Agreement, will have the effect of waiving, diminishing the scope of, or otherwise affecting, any representation or warranty made in this Agreement or any Ancillary Agreement.

Section 7.3 Actions to Satisfy Closing Conditions.

- (1) The Vendors and the Principal agree to take all such reasonable actions as are within their power to control and shall use their commercially reasonable efforts to cause other actions to be taken which are not within their power to control, so as to ensure compliance with all of the conditions set forth in Section 8.1 including ensuring that there has been no material breach of any representations and warranties.
- (2) Subject to Section 7.6, the Purchaser agrees to take all such reasonable actions as are within its power to control and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 8.2 including ensuring that there has been no material breach of any representations and warranties.

Section 7.4 Transfer of the Purchased Assets.

The Vendors shall take all necessary steps and proceedings to permit good title to the Purchased Assets to be duly and validly transferred and assigned to the Purchaser at the Closing, free of all Liens other than Permitted Liens.

Section 7.5 Notices and Requests for Consents.

- (1) The Vendors shall use its commercially reasonable efforts to obtain, prior to Closing, all consents, approvals and waivers that are required by the terms of the Leases (excluding the Excluded Lease) and the Contracts to which the Vendors is a party in connection with the Purchased Assets in order to assign any contract or to complete any of the other transactions contemplated by this Agreement.
- (2) The Vendors shall use its commercially reasonable efforts to obtain, prior to Closing, all consents, approvals and waivers that are required by applicable Laws governing privacy and the protection of personal information, including PIPEDA, in connection with the due diligence investigation, negotiations, preparation, execution and performance of this Agreement and the transactions contemplated by it.
- (3) The consents, approvals and waivers in (1) and (2) will be upon such terms as are acceptable to the Purchaser, acting reasonably. The Purchaser will cooperate in obtaining such consents, approvals and waivers.

- (4) The Vendors shall use its commercially reasonable efforts to provide or cause to be provided all notices that are required by the terms of the Leases (excluding the Excluded Leases) and the Contracts to which the Vendors is a party in connection with the transactions contemplated by this Agreement and shall, where requested by the Purchaser, cooperate with the Purchaser in the drafting and delivery of such notices.

Section 7.6 Filings and Authorizations.

- (1) Each of the Parties, as promptly as practicable after the execution of this Agreement, shall (i) make, or cause to be made, all filings and submissions under all Laws applicable to it, that are required for it to consummate the purchase and sale of the Purchased Assets in accordance with the terms of this Agreement, (ii) use its commercially reasonable efforts to obtain, or cause to be obtained, all Authorizations necessary or advisable to be obtained by it in order to consummate such transfer, and (iii) use its commercially reasonable efforts to take, or cause to be taken, all other actions which are necessary or advisable in order for it to fulfil its obligations under this Agreement.
- (2) The Parties shall coordinate and cooperate in exchanging information and supplying assistance that is reasonably requested in connection with this Section 7.6 including providing each other with advanced copies and reasonable opportunity to comment on all notices and information supplied to or filed with any Governmental Entity (including notices and information which a Party, acting reasonably, considers highly confidential and sensitive which may be provided on a confidential and privileged basis to outside counsel of the other Party), and all notices and correspondence received from any Governmental Entity. To the extent that any information or documentation to be provided by the Vendors to the Purchaser pursuant to this Section 7.6 is competitively sensitive, such information may be provided only to external counsel for the Purchaser on an external counsel only basis.
- (3) Despite Section 7.6(1) and Section 7.6(2) above, the Purchaser is under no obligation to (i) negotiate or agree to the sale, divestiture or disposition by the Purchaser of its or its affiliates' assets, properties or businesses or the Purchased Assets, (ii) negotiate or agree to any form of behavioural remedy including an interim or permanent hold separate order, or any form of undertakings or other restrictions on its or its affiliates' assets, properties or businesses the Purchased Assets, or (iii) take any steps or actions that would, in the sole discretion of the Purchaser, affect the Purchaser's right to own, use or exploit either the Purchased Assets or any of the Purchaser's assets.

Section 7.7 Notice of Untrue Representation or Warranty.

The Vendors shall promptly notify the Purchaser and the Purchaser shall promptly notify the Vendors, upon any representation or warranty made by it contained in this Agreement or any Ancillary Agreement becoming untrue or incorrect during the Interim Period. Any such notification must set out particulars of the untrue or incorrect representation or warranty and details of any actions being taken by the Vendors or the Purchaser, as the case may be, to rectify that state of affairs. For the purposes of this Section 7.7, each representation and warranty shall be deemed to be given at and as of all times during the Interim Period.

Section 7.8 Exclusive Dealing.

During the Interim Period, none of the Vendors nor the Principal shall, directly or indirectly, solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any inquiries or proposals from,

or enter into any agreement with, any Person (other than Purchaser) relating to any transaction involving the sale of any shares of the Vendors or the sale of the Purchased Assets or any of the Purchased Assets (other than as permitted in this Agreement) or any other business combination.

Article 8 **CONDITIONS OF CLOSING**

Section 8.1 Conditions for the Benefit of the Purchaser.

The purchase and sale of the Purchased Assets is subject to the following conditions being satisfied on or prior to the Closing Date, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) **Truth of Representations and Warranties.** The representations and warranties of the Vendors and the Principal contained in this Agreement or in any Ancillary Agreements were true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and of such date, each of the Vendors shall also have executed and delivered a certificate of a senior officer to that effect and the Principal shall also have executed and delivered a certificate to that effect. The receipt of such certificates and the Closing will not constitute a waiver by the Purchaser of any of the representations and warranties of the Vendors and the Principal which are contained in this Agreement or in any Ancillary Agreement. Upon the delivery of such certificates, the representations and warranties of the Vendors and the Principal in Article 5 will be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date.
- (b) **Performance of Covenants.** Each of the Vendors and the Principal shall have fulfilled or complied with all covenants contained in this Agreement and in every Ancillary Agreement required to be fulfilled or complied with by it at or prior to the Closing, and the Vendors shall have executed and delivered a certificate of a senior officer to that effect and the Principal shall have executed and delivered a certificate to that effect. The receipt of such certificates and the Closing will not constitute a waiver of the covenants of the Vendors and the Principal which are contained in this Agreement and the Ancillary Agreements.
- (c) **Consents and Authorizations.** All consents, approvals and waivers will have been made, given or obtained on terms acceptable to the Purchaser, acting reasonably, and will have each been obtained on terms (including undertakings) acceptable to the Purchaser in its sole discretion, and all such consents, approvals, waivers, filings, notifications and Authorizations will be in force and will not have been modified. All Material Authorizations will have been duly and validly transferred and assigned to the Purchaser.
- (d) **Due Diligence.** The Purchaser shall have completed its investigation into the Vendors, the Books and Records, the Purchased Assets, the Purchased Assets and all other matters it deems relevant and such investigation will not have disclosed any matter which the Purchaser, acting reasonably, considers to be materially adverse to the Purchased Assets or the Purchased Assets or materially adverse to its decision to acquire the Purchased Assets. As part of such investigation, the

Purchaser shall have an independent accountant's report on the Purchased Assets in form and substance satisfactory to the Purchaser, acting reasonably.

- (e) **Taxes.** Evidence that Taxes have been paid by the Vendors.
- (f) **Deliveries.** The Vendors shall deliver or cause to be delivered to the Purchaser the following in form and substance satisfactory to the Purchaser, acting reasonably:
 - (i) the certificates referred to in Section 8.1(a) and Section 8.1(b);
 - (ii) a non-competition and confidentiality agreement duly executed by the Vendors, the Principal, the Principal's son Brandon Mullen, and such other Persons as the Purchaser may reasonably request, in a form acceptable to the Purchaser;
 - (iii) A Director Agreement signed by Bruce Wayne Mullen agreeing to serve on the Board of Directors of Purchaser, in the form attached as Schedule "G".
 - (iv) all Tax Returns pertaining to corporate income taxes, PST and GST returns and all withholding tax and ROEs of the Vendors;
 - (v) necessary deeds, conveyances, assurances, transfers and assignments and any other instruments necessary or reasonably required to transfer the Purchased Assets to the Purchaser with a good title, free and clear of all Liens other than Permitted Liens;
 - (vi) **Proceedings.** All proceedings to be taken in connection with the transactions contemplated by this Agreement and any Ancillary Agreement are reasonably satisfactory in form and substance to the Purchaser, acting reasonably, and the Purchaser shall have received copies of all instruments and other evidence as it may reasonably request in order to establish the consummation of the transactions and the taking of all necessary proceedings in connection therewith.
- (g) **No Legal Action.** No action or proceeding will be pending or threatened by any Person (other than the Purchaser) in any jurisdiction, and no order or notice will have been made, issued or delivered by any Governmental Entity, seeking to enjoin, restrict or prohibit, or enjoining, restricting or prohibiting, on a temporary or permanent basis any of the transactions contemplated by this Agreement or imposing any temporary or permanent terms or conditions on the transactions contemplated by this Agreement, the Purchased Assets or the business of the Purchaser including requiring that any assets or shares be held separate or divested or requiring any form of behavioural or other remedy or otherwise limiting the right of the Purchaser to conduct its business or the Purchased Assets after Closing on substantially the same basis as heretofore operated.

Section 8.2 Conditions for the Benefit of the Vendors.

The purchase and sale of the Purchased Assets is subject to the following conditions being satisfied on or prior to the Closing Date, which conditions are for the exclusive benefit of the Vendors and may be waived, in whole or in part, by the Vendors in its sole discretion:

- (a) **Truth of Representation and Warranties.** The representations and warranties of the Purchaser contained in this Agreement or in any Ancillary Agreement are true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect. The receipt of such certificate and the Closing will not be a waiver of the representations and warranties of the Purchaser which are contained in this Agreement and the Ancillary Agreements. Upon the delivery of such certificate, the representations and warranties of the Purchaser in Article 6 will be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date.
- (b) **Performance of Covenants.** The Purchaser shall have fulfilled or complied with all covenants contained in this Agreement and in any Ancillary Agreement required to be fulfilled or complied with by it at or prior to Closing and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect. The receipt of such certificate and the Closing will not constitute a waiver by the Vendors of the covenants of the Purchaser which are contained in this Agreement and the Ancillary Agreements.
- (c) **Deliveries.** The Purchaser shall deliver or cause to be delivered to the Vendors the following in form and substance satisfactory to the Vendors acting reasonably:
 - (i) the certificates referred to in Section 8.2(a) and Section 8.2(b).
- (d) **Proceedings.** All corporate proceedings to be taken in connection with the transactions contemplated in this Agreement and any Ancillary Agreement are reasonably satisfactory in form and substance to the Vendors, acting reasonably, and the Vendors shall have received copies of all the instruments and other evidence as it may reasonably request in order to establish the consummation of such transactions and the taking of all corporate proceedings in connection therewith.
- (e) **No Legal Action.** No action or proceeding shall be pending or threatened by any Person (other than the Vendors or the Principal) in any jurisdiction, and no order or notice will have been made, issued or delivered by any Governmental Entity, seeking to enjoin, restrict or prohibit, or enjoining, restricting or prohibiting, on a temporary or permanent basis any of the transactions contemplated by this Agreement or imposing any temporary or permanent terms or conditions on the transactions contemplated by this Agreement.

Article 9 CLOSING

Section 9.1 Date, Time and Place of Closing.

The completion of the transaction of purchase and sale contemplated by this Agreement will take place at the offices of the Purchaser at Suite 200, 1238 Homer Street, Vancouver, British Columbia on the Closing Date or at such other place, on such other date and at such other time as may be agreed upon in writing between the Vendors and the Purchaser.

Section 9.2 Closing Procedures.

- (1) Subject to satisfaction or waiver by the relevant Party of the conditions of closing and subject to Section 9.3, on the Closing Date, the Vendors shall deliver actual possession of the Purchased Assets and the instruments of conveyance described in Section 8.1 and upon such deliveries the Purchaser shall pay or satisfy the Purchase Price in accordance with Section 3.3. The transfer of possession of the Purchased Assets shall be deemed to take effect at the Effective Time.
- (2) At Closing, upon receipt of the Purchase Price, the Vendors agrees to use such proceeds to pay the Vendors's creditors in descending order of priority.

Section 9.3 Risk of Loss.

If, prior to Closing, all or any material part of the Purchased Assets are destroyed or damaged by fire or any other casualty or are appropriated, expropriated or seized by any Governmental Entity, the Purchaser shall have the option, exercisable by notice in writing given within 4 Business Days of the Purchaser receiving notice in writing from the Vendors of such destruction, damage, expropriation or seizure:

- (a) To reduce the Purchase Price by an amount equal to the cost of repair, or, if destroyed or damaged beyond repair, by an amount equal to the replacement cost of the assets forming part of the Purchased Assets so damaged or destroyed and to complete the purchase, provided that all proceeds of insurance are paid to the Vendors immediately upon receipt; or
- (b) To complete the transaction contemplated in this Agreement without reduction of the Purchase Price, in which event all proceeds of any insurance or compensation for expropriation or seizure will be payable to the Purchaser and all right and claim of the Vendors to any such amounts not paid by the Closing Date will be assigned to the Purchaser; or
- (c) To terminate this Agreement and not complete the purchase, in which case all obligations of the Parties (save and except for their respective obligations under Section 7.3, Section 14.3, Section 14.4 and Section 14.7 which will survive) will terminate immediately upon the Purchaser giving notice as required herein.

**Article 10
TERMINATION**

Section 10.1 Termination Rights.

This Agreement may, by notice in writing given prior to or on the Closing Date, be terminated:

- (a) by mutual consent of the Vendors and the Purchaser;
- (b) by the Purchaser if any of the conditions in Section 8.1 have not been satisfied as of the Closing Date and the Purchaser has not waived such condition at or prior to Closing;
- (c) by the Vendors if any of the conditions in Section 8.2 have not been satisfied as of the Closing Date and the Vendors has not waived such condition at or prior to Closing;
- (d) in the circumstances and upon the terms set out in Section 9.4;

- (e) by either Party if the Closing has not occurred by the end of the day on the Outside Date, provided that a Party may not terminate this Agreement under this clause 10.1(e) if it has failed to perform any one or more of its obligations or covenants under this Agreement to be performed at or prior to Closing and the Closing has not occurred because of such failure; or
- (f) by either Party if after the date of this Agreement any Law is enacted or made (or any Law is amended) that makes the consummation of any of the transactions contemplated by this Agreement illegal or otherwise prohibited or enjoins the consummation of any of the transactions contemplated by this Agreement, and such Law (if applicable) or injunction shall have become final and non-appealable; or
- (g) by either Party if there has been a material breach of any provision of this Agreement by the other Party and such breach has not been cured within 15 days following notice of such breach by the non-breaching Party.

Section 10.2 Effect of Termination.

- (1) Each Party's right of termination under this Article is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in this Article limits or affects any other rights or causes of action any Party may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement. If a Party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.
- (2) If this Agreement is terminated pursuant to Section 10.1, all obligations of the Parties under this Agreement will terminate, except that:
 - (a) each Party's obligations under Section 7.3, Section 14.3, Section 14.4 and Section 14.7 will survive; and
 - (b) if this Agreement is terminated by a Party because of a breach of this Agreement by the other Party or because a condition for the benefit of the terminating Party has not been satisfied because the other Party has failed to perform any of its obligations or covenants under this Agreement which are reasonably capable of being performed or caused to be performed by such Party, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired.

Article 11 INDEMNIFICATION

Section 11.1 Liability for Representations and Warranties.

- (1) The representations and warranties contained in this Agreement, any Ancillary Agreement and the certificates to be delivered pursuant to Section 8.1(a) and Section 8.2(a) survive the Closing and continue in full force and effect without limitation of time.

Section 11.2 No Effect of Knowledge.

The right to indemnification or other remedy of any Party based on the representations, warranties, covenants and obligations contained in this Agreement, any Ancillary Agreement and the certificates to be delivered pursuant to Section 8.1(a) and Section 8.2(a), exists notwithstanding the Closing and notwithstanding any investigation or knowledge acquired prior to the Closing.

Section 11.3 Indemnification in Favour of the Purchaser.

- (1) The Vendors and the Principal shall jointly and severally indemnify and save each of the Purchaser and its shareholders, directors, officers, employees, agents and representatives harmless of and from, and shall pay for, any Damages suffered by, imposed upon or asserted against it or any of them solely as a result of, in respect of, connected with, or arising out of, under, or pursuant to:
 - (a) any breach or inaccuracy of any representation or warranty given by the Vendors contained in this Agreement, any Ancillary Agreement or the certificate to be delivered pursuant to Section 8.1(a);
 - (b) any failure of the Vendors to perform or fulfil any of its covenants or obligations under this Agreement or any Ancillary Agreement;
 - (c) any Liabilities;
 - (d) any failure of the Vendors to transfer legal and beneficial ownership of the Purchased Assets to the Purchaser free and clear of all Liens except for Permitted Liens; and
 - (e) the failure of the Parties to comply with any applicable bulk sales Laws in respect of the transaction of purchase and sale contemplated under this Agreement.
- (2) The right to indemnification under Section 11.3(1)(c) through Section 11.3(1)(e) exists notwithstanding Section 11.1 and notwithstanding any representation and warranty in Article 5.
- (3) For purposes of (i) determining whether there has been a breach or inaccuracy of any representation or warranty, and (ii) calculating the amount of any Damages that are the subject matter of a claim for indemnification, any reference to "materiality", "material adverse effect", or other similar qualification or limitation that is contained in or is otherwise applicable to such representation or warranty or claim for indemnification will be disregarded.

Article 12
POST-CLOSING COVENANTS

Section 12.1 Access to Books and Records.

For a period of 3 years from the Closing Date the Purchaser shall retain all original accounting Books and Records relating to the Purchased Assets that are transferred to the Purchaser under this Agreement, but the Purchaser shall not be responsible or liable to the Vendors for any accidental loss or destruction of or damage to any such Books and Records. So long as such Books and Records are retained by the Purchaser pursuant to this Agreement, the Vendors shall have the reasonable right to inspect and make copies (at its own expense) of them upon reasonable request during normal business hours and upon reasonable notice for any

proper purpose and without undue interference to the business operations of the Purchaser. The Purchaser shall have the right to have its representatives present during any such inspection.

Section 12.2 Confidentiality.

After the Closing, the Vendors and the Principal will keep confidential all information in their possession or under their control relating to the Purchased Assets, unless such information is or becomes generally available to the public other than as a result of a disclosure by the Vendors or the Principal in violation of this Agreement.

Section 12.3 Further Assurances.

From time to time after the Closing Date, each Party shall at the request of any other Party execute and deliver such additional conveyances, transfers and other assurances as may be reasonably required to effectively transfer the Purchased Assets to the Purchaser and carry out the intent of this Agreement and any Ancillary Agreement.

Section 12.4 Name Change.

Within 60 days of Closing, the Vendors will each change their names to one that does not use, alone or in combination with any other words, the word "JUSU" or anything confusingly similar thereto.

**Article 13
EMPLOYEES**

Section 13.1 Employees.

- (1) The Vendors shall terminate any and all employees connected to the Purchased Assets (the "**Employees**") as of the Closing Date and provide the notice required by any applicable legislation, contract or common law. Purchaser may thereafter, but is not obligated to, offer new employment to some or none of the Employees in its sole discretion. If the Purchaser offers employment to any of the Employees, their prior length of service to Vendors shall not be recognized and Vendors acknowledge and agree that the Vendors have sole and exclusive liability for Employees' length of service while employed by Vendors.
- (2) The Vendors shall not attempt in any way to discourage Employees from accepting an offer of employment that may be made by the Purchaser.

Section 13.2 Employee Liability.

The Purchaser shall not assume any of the Employee Plans or liability for accrued benefits or any other liability under or in respect of any of the Employee Plans.

- (1) Without limiting the Vendor's obligations in respect of Employees employed in respect of the Purchased Assets prior to the Closing Date, the Vendors shall be responsible for:
 - (a) all liabilities for salary, wages, bonuses, commissions, vacation pay and other compensation relating to employment of all Employees in the Purchased Assets prior to the Closing Date and all liabilities under or in respect of the Employee Plans;
 - (b) all severance payments, damages for wrongful dismissal and all related costs in respect of the termination by the Vendors of the employment of any Employee;

- (c) all liabilities for claims for injury, disability, death or workers' compensation arising from or related to employment in respect of the Purchased Assets prior to the Closing Date; and
 - (d) all employment-related claims, penalties and assessments in respect of the Purchased Assets arising out of matters which occurred prior to the Closing Date.
- (2) Vendors shall indemnify and defend the Purchaser from and against all claims or demands by any Employee relating to Section 13(1) or otherwise related to Vendors' employment of Employees or any period prior to the Closing Date.

Article 14
MISCELLANEOUS

Section 14.1 Notices.

Any notice, direction or other communication given regarding the matters contemplated by this Agreement or any Ancillary Agreement (each a "Notice") must be in writing, sent by personal delivery, courier or electronic mail and addressed:

- (a) to the Purchaser at:
Suite 200, 1238 Homer Street
Vancouver, British Columbia
V6B 2Y5

Attention: Penny White
Telephone: 604 617 7979

With a copy to:
Stikeman Elliott LLP
Suite 1700, 666 Burrard Street
Vancouver, British Columbia
V6C 2X8
Attention: Neville McClure
Telephone: 604 631 1324

- (b) to the Vendors at:
9979 Welcome Way
Secret Cove, British Columbia
V0N 1Y0

Attention: Bruce Wayne Mullen

With a copy to:
JawlBundon LLP
4th Floor, 1007 Fort Street

Victoria, British Columbia
V8V 3K5

Attention: Kim Johnson
Telephone: 250 385 5787

A Notice is deemed to be given and received if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that Party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

Section 14.2 Time of the Essence.

Time is of the essence in this Agreement.

Section 14.3 Brokers.

The Vendors and the Principal shall jointly and severally indemnify and save harmless the Purchaser from and against any and all claims, losses and costs whatsoever for any commission or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Vendors or the Principal. The Purchaser shall indemnify and save harmless the Vendors and the Principal from and against any and all claims, losses and costs whatsoever for any commission or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Purchaser. These indemnities are not subject to any of the limitations set out in Article 11.

Section 14.4 Announcements.

No press release, public statement or announcement or other public disclosure (a "**Public Statement**") with respect to this Agreement or the transactions contemplated in this Agreement may be made prior to Closing except with the prior written consent and joint approval of the Vendors and the Purchaser or if required by Law or a Governmental Entity. Where the Public Statement is required by Law or a Governmental Entity, the Party required to make the Public Statement will use its commercially reasonable efforts to obtain the approval of the other Party as to the form, nature and extent of the disclosure. After the Closing, any Public Statement by the Vendors may be made only with the prior written consent and approval of the Purchaser unless the Public Statement is required by Law or a Governmental Entity, in which case the Vendors shall use its commercially reasonable efforts to obtain the approval of the Purchaser as to the form, nature and extent of the disclosure.

Section 14.5 Third Party Beneficiaries.

Except as otherwise provided in Section 11.3, the Vendors and the Purchaser intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties. Except for the Indemnified Persons, no Person, other than the Parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. Despite the foregoing, the Vendors acknowledge to each of the Purchaser's Indemnified Persons their direct rights against it under Section 11.3 of this Agreement. To the

extent required by law to give full effect to these direct rights, the Vendors and the Purchaser agree and acknowledge that they are acting as agent and/or as trustee of their respective Indemnified Persons. The Parties reserve their right to vary or rescind the rights at any time and in any way whatsoever, if any, granted by or under this Agreement to any Person who is not a Party, without notice to or consent of that Person, including any Indemnified Person.

Section 14.6 Joint and Several Liability.

Each of the Vendors and the Principal is jointly and severally liable with the Vendors, as principal obligor and not as a surety, with respect to all of the representations, warranties, covenants, indemnities and agreements of the Vendors contained in this Agreement and in each Ancillary Agreement.

Section 14.7 Expenses.

Except as otherwise expressly provided in this Agreement, each Party will pay for its own costs and expenses incurred in connection with this Agreement, the Ancillary Agreements and the transactions contemplated by them. The costs and expenses referred to in this Section are those which are incurred in connection with the negotiation, preparation, execution and performance of this Agreement, and the transactions contemplated by this Agreement, including the fees and expenses of legal counsel, investment advisers and accountants.

Section 14.8 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Vendors, the Purchaser and the Principal.

Section 14.9 Waiver.

No waiver of any of the provisions of this Agreement or any Ancillary Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 14.10 Non-Merger.

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties will not merge on and will survive the Closing. Notwithstanding the Closing and any investigation made by or on behalf of any Party, the covenants, representations and warranties will continue in full force and effect. Closing will not prejudice any right of one Party against any other Party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

Section 14.11 Entire Agreement.

This Agreement and the Ancillary Agreements constitute the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to such transactions. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, including implied warranties or conditions of merchantability or fitness for a particular purpose, between the Parties in connection with the subject matter of this Agreement or concerning any of the Purchased Assets, except as specifically set forth in this Agreement or any Ancillary Agreement. The Parties have not relied and are not relying on any other information, discussion or

understanding in entering into and completing the transactions contemplated by this Agreement or any Ancillary Agreements. If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of any Ancillary Agreement, the provisions of this Agreement will govern.

Section 14.12 Successors and Assigns.

- (1) This Agreement becomes effective only when executed by the Vendors,, the Principal and the Purchaser. After that time, it will be binding upon and enure to the benefit of the Vendors, the Principal, the Purchaser and their respective heirs, administrators, executors, legal representatives successors and permitted assigns.
- (2) Except as provided in this Section 14.12, neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or transferred, in whole or in part, by any Party without the prior written consent of the other Parties. Upon giving notice to the Vendors, the Purchaser is entitled to assign this Agreement or any of its rights or obligations under this Agreement to any of its affiliates (as such term is defined in National Instrument 45-106), subject to the following three conditions:
 - (a) if the assignment occurs prior to Closing, the assignee must execute and deliver a confidentiality agreement to the Vendors in substantially the same form as the confidentiality agreement executed by the Purchaser;
 - (b) The assignee will become jointly and severally liable with the Purchaser, as a principal and not as a surety, with respect to all of the obligations of the Purchaser, including the representations, warranties, covenants, indemnities and agreements of the Purchaser; and
 - (c) The assignee must execute an agreement confirming the assignment and the assumption by the assignee of all obligations of the Purchaser under this Agreement.
- (3) The Purchaser may assign its rights and obligations under this Agreement, in whole or in part, to any Person that acquires all or substantially all of the assets of the Purchaser or acquires a majority of the Purchaser's issued and outstanding voting securities, whether by way of take-over bid, amalgamation, arrangement, merger or otherwise.

Section 14.13 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect.

Section 14.14 Governing Law.

This Agreement is governed by and will be interpreted and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Section 14.15 Counterparts.

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Asset Purchase Agreement dated October 9, 2020.

JUSU BODY INC.

By: /s/ Bruce Mullen

 Authorized Signing Officer
 Bruce Mullen, Director

 Printed Name and Title

By: n/a

 Authorized Signing Officer

 Printed Name and Title

JUSU BARS INC.

By: /s/ Bruce Mullen

 Authorized Signing Officer
 Bruce Mullen, Director

 Printed Name and Title

By: n/a

 Authorized Signing Officer

 Printed Name and Title

JUSU CBD INC.

By: /s/ Bruce Mullen

Authorized Signing Officer

Bruce Mullen, President and Director

Printed Name and Title

By: n/a

Authorized Signing Officer

Printed Name and Title

BETTER PLANT SCIENCES INC.

By: /s/ Penny White

Authorized Signing Officer

Penny White, CEO and President

Printed Name and Title

By: /s/ Yucai (Rick) Huang

Authorized Signing Officer

Yucai (Rick) Huang, CFO

Printed Name and Title

PRINCIPAL

/s/ Bruce Mullen

Bruce Wayne Mullen

Witness Signature

Printed Name

SCHEDULE "A"

DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"**Additional Resale Restriction**" has the meaning specified in 3.5(3).

"**Additional Units**" has the meaning specified in Section 3.4.

"**Additional Unit Shares**" has the meaning specified in Section 3.4.

"**Additional Unit Warrants**" has the meaning specified in Section 3.4.

"**Additional Units Warrant Shares**" has the meaning specified in Section 3.4.

"**Agreement**" means this asset purchase agreement.

"**Ancillary Agreements**" means all agreements, certificates and other instruments delivered or given pursuant to this Agreement.

"**Approved Expenses**" has the meaning specified in Section 2.3.

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

"**Books and Records**" means all information in any form relating to the Purchased Assets, including books of account, financial and accounting information and records, personnel records, tax records, sales and purchase records, customer and supplier lists, lists of potential customers, referral sources, research and development reports and records, production reports and records, equipment logs, operating guides and manuals, business reports, plans and projections, marketing and advertising materials and all other documents, files, correspondence and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices).

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which Canadian chartered banks are closed for business in Toronto, Ontario.

"**Closing**" means the completion of the transaction of purchase and sale contemplated in this Agreement.

"**Closing Date**" means October 9, 2020 or such earlier or later date as the Parties may agree in writing, provided that such date may not be later than the Outside Date.

"**Contract**" means any agreement, contract, licence, undertaking, engagement or commitment of any nature, written or oral, including any: lease of personal property; unfilled purchase order; forward commitment for supplies or materials entered into in the Ordinary Course; or restrictive agreement or negative covenant agreement.

“Damages” means any losses, liabilities, damages or expenses (including legal fees and expenses on a full indemnity basis without reduction for tariff rates or similar reductions) whether resulting from an action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party, including a Governmental Entity, or a cause, matter, thing, act, omission or state of facts not involving a third party.

“Effective Time” means 9:00 a.m. (Vancouver time) on the Closing Date.

“Employee Plans” means all the employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, retirement, stock option, stock purchase, stock appreciation, health, welfare, medical, dental, disability, life insurance and similar plans, programmes, arrangements or practices relating to the current or former directors, officers or employees of the Vendor maintained, sponsored or funded by the Vendor, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered under which the Vendor may have any liability, contingent or otherwise.

“Employees” has the meaning specified in Section 13.1(1).

“Employment Contracts” means each employment agreement between the Vendors and an Employee.

“Escrow Agent” means a brokerage firm selected by the Purchaser.

“Excluded Assets” has the meaning specified in Section 2.2.

“Excluded Leased Property” means the property underlying the Excluded Leases.

“Excluded Lease” means (a) Leases of the Jusu Bar retail store locations including in Calgary, Alberta, namely Brookfield Place, Bridgeland, Mount Royal, and Britannia; in Lake Louise, Alberta; in Victoria, British Columbia, namely Cadboro Bay, The Atrium, Chinatown, and Oak Bay; and in Vancouver, British Columbia, (b) Lease of the 2014 Ford Transit Connect Cargo Van with Tricor Lease & Finance Corp.; and (c) Lease of the 2015 Ford Transit Connect Cargo Van with Tricor Lease & Finance Corp.

“Governmental Entity” means (i) any governmental or public department, central bank, court, minister, governor-in-council, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, county, municipal, local, or other; (ii) any subdivision or authority of any of the above; (iii) any stock exchange; and (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

“Indemnified Person” means a Person with indemnification rights or benefits under Section 11.3 or otherwise under this Agreement.

“Intellectual Property” means all domestic and foreign: (i) franchise rights, trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (ii) all franchise rights related to the foregoing; (iii) proprietary and non-public business information, including formulae, recipes,

trade secrets, confidential information, know-how, methods, processes, designs, inventions (whether patentable or not), invention disclosures, improvements, discoveries, technology, technical data, schematics, customer lists, and documentation relating to any of the foregoing; (iv) copyrights, copyright registrations and applications for copyright registration; (v) mask works, mask work registrations and applications for mask work registrations; (vi) designs, design registrations, design registration applications and integrated circuit topographies; (vii); patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (viii) Software; and (ix) any other intellectual property and industrial property.

“Interim Period” means the period between the close of business on the date of this Agreement and the Closing.

“Juice Business” has the meaning specified in Section 2.3.

“Jusu Products” means the product inventory purchased from the Vendors or products manufactured from the product formulas purchased from the Vendors, all as identified in Schedule “B-1”.

“Laws” means any and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity and (iii) to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity.

“Lien” means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), easement, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any nature which, in substance, secures payment or performance of an obligation.

“Notice” has the meaning specified in Section 14.1.

“Operator Fee” has the meaning specified in Section 2.3.

“Outside Date” means (a) October 30, 2020; or (b) such earlier or later date as the Parties may agree in writing.

“Ordinary Course” means, with respect to an action taken by a Person, that such action is consistent with the past practices of the Person and is taken in the ordinary course of the normal day-to-day operations of the Person.

“Parties” means the Vendors, the Purchaser, the Principal and any other Person who may become a party to this Agreement.

“Performance Target” has the meaning specified in Section 3.4.

“Permitted Liens” means any one or more of the following:

- (a) Liens for Taxes which are not delinquent or the validity of which is being contested at the time by the Vendors in good faith by proper legal proceedings if, in the Purchaser's opinion, adequate provision has been made for their payment;
- (b) inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of the Purchased Assets, provided that such Liens are related to obligations not due or delinquent, are not registered against title to any Purchased Assets and in respect of which adequate holdbacks are being maintained as required by applicable Law; and
- (c) the right reserved to or vested in any Governmental Entity by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of the Vendors, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance.

"Person" or **"Persons"** means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

"Principal" means Bruce Wayne Mullen.

"Public Statement" has the meaning specified in Section 14.4.

"Purchase Price" has the meaning specified in Section 3.1.

"Purchased Assets" has the meaning specified in Section 2.1.

"Purchaser" means Better Plant Sciences Inc.

"Tax Act" means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1, as amended.

"Tax Returns" means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes.

"Taxes" means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts

imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

“Vendor Liabilities” has the meaning specified in Section 4.1.

“Vendors” means Jusu Body Inc., Jusu Bars Inc. and Jusu CBD Inc.

SCHEDULE "B" AND "B-1"

THE ASSETS

Attached.

LIST OF ASSETS

A. JUSU BODY INC. Assets:

1.	All of Jusu Body's existing inventory and packaging materials as at the Closing Date, including for the Jusu Body and Jusu Life products lines as set forth in Schedule B-1.
2.	The rights and licenses to all of Jusu Body's formulas and products, with all related documentation to be delivered in paper or electronic format including applicable formulas, COAs, SOPs, and Health Canada, UPC codes, FDA and NHP registrations, including for the Jusu Body and Jusu Life product lines as set forth in Schedule B-1.
3.	Jusu Body and Jusu Life assets including all intangible assets related to Jusu Body and Jusu Life, including name, logo, trademarks, manuals, recipes, trade secrets and all other Intellectual Property related Jusu Body and Jusu Life.
4.	Jusu Body's New Brand development assets, including packaging design, brand bible and labelling design.
5.	Jusubody.com and jusulife.com transaction records from January 1, 2019 to the acquisition date.
6.	Retail customer list, customer information and sales order records from January 1, 2019 to the acquisition date for Jusu Body and Jusu Life products.
7.	List of co-packers for Jusu Body and Jusu Life products with contact details.
8.	List of primary and secondary packaging suppliers for Jusu Body and Jusu Life products with contact details.
9.	List of suppliers and ingredients for Jusu Body and Jusu Life products directly procured by Vendor with contact details.
10.	List of marketing and creative agencies used for existing Jusu Body and Jusu Life products and brands.
11.	All creative artworks including in editable form.
12.	Lists of current and historical product formulation and development contractors, institutions and laboratories for Jusu Body and Jusu Life products.

13.	All market research and pricing information for Jusu Life and Jusu Body products.
14.	Non-retail customer lists including all known customer information for Jusu Body and Jusu Life products.
15.	Jusu Body and Jusu Life social media accounts.
16.	The website for the Jusu Body and Jusu Life product lines and domain jusubody.com, jusulife.com, and any other domains registered for the Jusu Body and Jusu Life product lines. The website shall include the current Shopify website in operating form and the new website in development, and all revenues derived from the sales made through the websites after the Closing Date.
17.	Marketing materials and resources for the Jusu Body and Jusu Life product lines including newsletters, access to social media platforms, customer email lists and emails, newsletter email distribution list and related technology, and all digital and social and other marketing programs, and all historical marketing and order data.
18.	<p>Victoria, BC Production Space assets, including but not limited to the following:</p> <ul style="list-style-type: none"> ● Ikea/Office Furniture Desks 48x71 (2 units) ● Wooden Table 94x32 (1 unit) ● Steel Shelving/Storage Racks 47x74 (6 units) ● Russell Foods Aluminum Preparation Tables - 29x72 (6 units) ● Mixing Cauldrons - (2 units) ● Hot Plate Burners - (3 units) ● Weighing Scales (2 units) ● Bottle Fillers/Product Pumps (3 Units) ● Assorted Mixing and Blending Utensils ● Assorted Measuring Beakers and Chemistry Containers
19.	<p>Yaletown, BC Store/Production Space assets, including but not limited to the following:</p> <ul style="list-style-type: none"> ● Two large coolers from JusuBar ● Small glass cooler / display from JusuBar ● Electric Portable Induction Countertop ● Stainless Steel Drum Pump ● Cordless Hand-held drill with mixing attachment ● Pump to mix / transfer liquid

B. JUSU BARS INC. Assets:

1.	All of Jusu Bar's existing inventory and packaging materials as at the Closing Date, including for the Jusu Bar juice line as set forth in Schedule B-1.
2.	The rights and licenses to all of Jusu Bar's formulas and products with all related documentation to be delivered in paper or electronic format including with applicable formulas, COAs, SOPs, and Health Canada, UPC codes, FDA and NHP registrations,, including for the Jusu Bar product line as set forth in Schedule B-1.
3.	Jusu Bar assets including all intangible assets related to Jusu Bar, including name, logos, trademarks, manuals, recipes, trade secrets, franchise rights, franchise models, and all other Intellectual Property related to Jusu Bar.
4.	Worldwide rights to the Jusu trademark and brand including a list of all trademark, copyright, trade dress, and industrial design applications and registrations worldwide, and assignments thereto.
5.	Jusu Bar social media accounts.
6.	The Jusu Bar website and domain Jusubar.com, and any other domains registered for the Jusu Bar product lines. The website shall include the current Shopify website in operating form and the new website in development, and all revenues derived from the sales made through the websites after the Closing Date.
7.	Marketing materials and resources for Jusu Bar products and brand including newsletters, access to social media platforms, customer email lists and emails, newsletter email distribution list and related technology, and all digital and social and other marketing programs, and all historical marketing and order data.
8.	Cold Press Production Facility assets, including but not limited to the following: <ul style="list-style-type: none">● X1 cold press juicer● Immersion wand● Zumex Citrus Juicer● Zummo Citrus Juicer● Vitamix XL● Greenstar● Walk in cooler● High temp disher

9.	<p>Fuel Production Facility assets, including but not limited to the following:</p> <ul style="list-style-type: none"> ● Vitamix The Quiet One ● Vitamix XL ● Double gas burner ● Robocoupe ● Immersion Wand ● Hobart mixer ● Gas oven ● Gas stove/oven combo ● Walk in Cooler ● Dishwasher
10.	<p>All assets and inventory at this location of the Cadboro Bay retail store located at 2560B Sinclair Rd., Victoria BC V8N 1B8</p> <ul style="list-style-type: none"> ● Cayuga display fridge ● Undercounter freezer x2 ● Undercounter double door freezer ● Ice-o-matic ice machine ● Fetco Coffee grinder ● Fetco XTS extractor (coffee machine) ● Vitamix Blenders x3 ● Epson printers x2 ● Beverage Air Fridge with cooling table ● Beverage Air Fridge with cooling table/double door ● Astra Beverage steamer ● Eurodib Grill ● Moyer Diebel dish washer ● Daikin air conditioner ● Philips TV's (menu boards) x2 ● 6 x 6 walk in cooler
11.	<p>List of all service providers including contact information and contracts.</p>
12.	<p>Franchising rights of JUSU BARS and JUSU JUICE businesses.</p>

C. JUSU CBD INC. Assets:

1.	The rights and licenses to all of Jusu CBD's formulas and products to be delivered in paper or electronic format with applicable COAs, SOPs, UPC codes, and regulatory registrations, including the Jusu CBD product line formulas as set forth in Schedule B-1.
2.	Any existing inventory and packaging materials of Jusu CBD as at the Closing Date.
3.	Any Jusu CBD assets including all intangible assets related to Jusu CBD, including name, logo, trademarks, intellectual property, all trade secrets, recipes, manuals.
4.	Any Jusu CBD social media accounts.
5.	Any Jusu CBD website and domain name registrations.
6.	Any marketing materials and resources developed for Jusu CBD products and brand including access to social media platforms.
7.	List of any co-packers for Jusu CBD products with contact details.
8.	List of primary and secondary packaging suppliers for Jusu CBD products with contact details.
9.	List of suppliers and ingredients for Jusu CBD directly procured by Vendor with contact details.
10.	List of any marketing and creative agencies used for Jusu CBD products and brand.
11.	All creative artworks including in editable form.
12.	Lists of current and historical product formulation and development contractors, institutions and laboratories for Jusu CBD products.
13.	All market research and pricing information for Jusu CBD products.
14.	Any customer lists for Jusu CBD products.

**SCHEDULE B-1
LIST OF JUSU PRODUCTS**

JUSU LIFE PRODUCTS						
HOW MANY		WHAT	HOW MUCH			
		Cleaning	Available Sizes			
1	2	3 All Purpose Sanitizer	500 ml	4 L	20 L	
4	5	6 Concentrated Cleaner and Degreaser	250 ml	1 L	10 L	
7	8	9 Deodorizing Soft Scrub	550 g	4 kg	22 kg	
10	11	12 Dishwashing Soap	500 ml	4 L	20 L	
13	14	15 Glass & Multi-Surface Cleaner	500 ml	4 L	20 L	
16	17	18 Laundry Detergent	1.6 kg	4 kg	22 kg	
19	20	21 Stainless Steel Cleaner	250 ml	1 L	10 L	
Cleaning Starter Kit			N/A?			
Germ Fighting						
22	23	Epic 1500 Hand Sanitizer	60 ml	250 ml		
24		Epic 1500 Aromatherapy Roller				
25	26	Epic 1500 Sanitizing Cleaner	60 ml	250 ml		
27		Epic 1500 Air Freshener				
Essential Oils (100% Pure)						
28	29	30 BASIL (SWEET)	10 ml	50 ml	100 ml	
31	32	33 BERGAMOT	10 ml	50 ml	100 ml	
34	35	36 CEDARWOOD	10 ml	50 ml	100 ml	
37	38	39 CINNAMON BARK	10 ml	50 ml	100 ml	
40	41	42 CITRONELLA	10 ml	50 ml	100 ml	
43	44	45 CLOVE BUD	10 ml	50 ml	100 ml	
46	47	48 COFFEE (ROASTED)	10 ml	50 ml	100 ml	
49	50	51 EUCALYPTUS	10 ml	50 ml	100 ml	
52	53	54 FIR NEEDLE	10 ml	50 ml	100 ml	
55	56	57 FRANKINCENSE	10 ml	50 ml	100 ml	
58	59	60 GERANIUM	10 ml	50 ml	100 ml	
61	62	63 GRAPEFRUIT (PINK)	10 ml	50 ml	100 ml	
64	65	66 LAVENDER	10 ml	50 ml	100 ml	
67	68	69 LEMON	10 ml	50 ml	100 ml	
70	71	72 LEMONGRASS	10 ml	50 ml	100 ml	
73	74	75 LIME (KEY)	10 ml	50 ml	100 ml	
76	77	78 MYRTLE	10 ml	50 ml	100 ml	
79	80	81 ORANGE (SWEET)	10 ml	50 ml	100 ml	
82	83	84 PALMAROSA	10 ml	50 ml	100 ml	
85	86	87 PATCHOULI (DARK)	10 ml	50 ml	100 ml	
88	89	90 PEPPERMINT	10 ml	50 ml	100 ml	
91	92	93 PETITGRAIN	10 ml	50 ml	100 ml	
94	95	96 PINE	10 ml	50 ml	100 ml	
97	98	99 ROSEMARY	10 ml	50 ml	100 ml	
100	101	102 SAGE	10 ml	50 ml	100 ml	
103	104	105 SPEARMINT	10 ml	50 ml	100 ml	
106	107	108 STAR ANISE	10 ml	50 ml	100 ml	
109	110	111 TEA TREE	10 ml	50 ml	100 ml	
112	113	114 THYME	10 ml	50 ml	100 ml	
115	116	117 WINTERGREEN	10 ml	50 ml	100 ml	
118	119	120 YLANG YLANG	10 ml	50 ml	100 ml	
Oil Blends						
121	122	123 BREATHE	10 ml	50 ml	100 ml	
124	125	126 BUG REPEL	10 ml	50 ml	100 ml	
127	128	129 CLEANSE	10 ml	50 ml	100 ml	
130	131	132 ENERGIZE	10 ml	50 ml	100 ml	

133	134	135	IMMUNITY	10 ml	50 ml	100 ml
136	137	138	RELAX	10 ml	50 ml	100 ml
Aromatherapy Spritzers						
139	140	141	BREATHE SPRITZER	250 ml	1 L	10 L
142	143	144	BUG REPEL SPRITZER	250 ml	1 L	10 L
145	146	147	CLEANSE SPRITZER	250 ml	1 L	10 L
148	149	150	ENERGIZE SPRITZER	250 ml	1 L	10 L
151	152	153	IMMUNITY SPRITZER	250 ml	1 L	10 L
154	155	156	RELAX SPRITZER	250 ml	1 L	10 L

JUSU BODY PRODUCTS

HOW MANY		WHAT	HOW MUCH	
		Baby	Available Sizes	
1		Lotion - ALOE CHAMOMILE	145 ml	
2		Soothing Balm - SHEA CAMELLIA	20 ml	
3		Diaper Balm - SHEA CALENDULA	75 ml	
4		Bath Wash/Shampoo - ALOE LAVENDER W	260 ml	
5		Belly Butter - ORANGE VANILLA	170 ml	
Body Lotion				
6	7	EUCALYPTUS MINT	70 ml	250 ml
8	9	GINGER CITRUS	70 ml	250 ml
10	11	NATURAL	70 ml	250 ml
12	13	VANILLA PEPPERMINT	70 ml	250 ml
Body Wash				
14	15	EUCALYPTUS MINT	70 ml	260 ml
16	17	GINGER CITRUS	70 ml	260 ml
18	19	VANILLA PEPPERMINT	70 ml	260 ml
Outdoor				
20		BUG & TICK SPRAY - LEMON EUCALYPTUS	30 ml	
Hair				
21	22	SHAMPOO - LAVENDER LEMONGRASS	70 ml	250 ml
23	24	SHAMPOO - NATURAL	70 ml	250 ml
25	26	CONDITIONER - LAVENDER LEMONGRASS	70 ml	250 ml
27	28	CONDITIONER - NATURAL	70 ml	250 ml
29		HAIR PUTTY - NATURAL	60 ml	
30		HAIR TREATMENT - HONEY SHEA	200 ml	
Night Oils				
31		Neroli Primrose	30 ml	
32		Coconut Lime	30 ml	
33		Green Tea Rose	30 ml	
34		Vanilla Jasmine	30 ml	
Eye Serum				
35		Moringa Pearl	15 ml	
Face Cleansers				
36	37	Oats & Honey	70 ml	130 ml
38	39	Lemon Tea Tree	70 ml	130 ml
40	41	Lime Chamomile	70 ml	130 ml
Face Creams				
42		Neroli Primrose	30 ml	
43		Coconut Lime	30 ml	
44		Green Tea Rose	30 ml	
45		Vanilla Jasmine	30 ml	
Face Masks				
46		Glacial Clay	50 ml	
47		Sake Pearl	50 ml	
Face Polish				
48		LEMON ALOE	50 ml	

49		LIME CHAMOMILE	50 ml	
50		OATS & HONEY	50 ml	
Face Serum				
51		Frankincense Pearl	30 ml	
Soaps				
52	53	Hand Soap - EUCALYPTUS MINT	70 ml	250 ml
54	55	Hand Soap - GINGER CITRUS	70 ml	250 ml
56	57	Hand Soap - VANILLA PEPPERMINT	70 ml	250 ml
58		Soap - EUCALYPTUS MINT	130 g	
59		Soap - GINGER CITRUS	130 g	
60		Soap - NATURAL	130 g	
Deodorants				
61	62	DEODORANT - EUCALYPTUS MINT	14 g	85 g
63	64	DEODORANT - GINGER CITRUS	14 g	85 g
65	66	DEODORANT - NATURAL	14 g	85 g
67	68	DEODORANT - SMOKY CEDAR	14 g	85 g
Shaving Cream				
69	70	NATURAL	70 ml	180 ml
71	72	SMOKY CEDAR	70 ml	180 ml
Lip Balms				
73		EUCALYPTUS MINT	5 ml	
74		GINGER CITRUS	5 ml	
75		NATURAL	5 ml	
76		VANILLA PEPPERMINT	5 ml	
Sun Care				
77		SOLAR LIPS - NATURAL	10 g	
78		SOLAR LIPS - LAVENDER	10 g	
79		SOLAR VEIL - NATURAL	30 ml	
80		SOLAR VEIL - LAVENDER	30 ml	

JUSU BAR PRODUCTS

HOW MANY	WHAT	HOW MUCH
	Cold Pressed Juices	Available Sizes
1	Blue Lagoon	14.5 oz
2	The Classic	14.5 oz
3	Dirty Lemonade	14.5 oz
4	Emerald City	14.5 oz
5	Green Machine	14.5 oz
6	Hawkeye	14.5 oz
7	Strawberry Mojito	14.5 oz
8	Cold Chaser	14.5 oz
9	Turminator	14.5 oz
10	Jade	14.5 oz
11	Highdrator	14.5 oz
Mylks		
12	Double Jointer	
13	Must be Nuts	
14	Almond Mylk	
15	Oat Mylk	
Shots		
16	Alkalizer	2 oz
17	Beauty Shot	2 oz
18	Brain Power	2 oz
19	Cold Chaser	2 oz
20	Healing Shot	2 oz
21	Turminator Shot	2 oz
Smoothies		

22	Blueberry Galaxy
23	Coffee Break
24	Popeye
25	Smooth Operator
26	Spiced Whirled
27	Strawberry Avalanche
28	Wake & Shake
29	Glow Getter
Smoothie Bowls	
30	Blue Majik Bowl
31	Acai Bowl
32	Dragon Fruit Bowl
33	Green Bowl
34	Mocha Chaga Bowl
Elixirs	
35	Cacao Mint
36	Chaga Charger
37	Coconut Hemp Latte
38	Golden Turmeric Latte
39	Holy Sunrise
40	Matcha Latte
41	Slow Rise - original version
42	Slow Rise - new Bruce version
43	Coconut Iced Coffee
44	Candy Cane White Hot Chocolate
45	Candy Cane Mocha White Hot Chocolate

Cold Brews	
46	Hibiscus Mojito Cold Brew
47	Rose Blue Majik Cold Brew
48	Chamomile Strawberry Cold Brew

Plant-Based Coffees	
49	SLOW RISE
50	CANADIAN LATTE
51	MACA-CHINO
52	TURMERIC LATTE
53	MATCHA LATTE
54	CHAGA LATTE
55	HOT CHOCOLATE
56	KID'S HOT CHOCOLATE

Wraps	
57	TOFU & ROASTED VEG BREAKFAST WRAP
58	CHIPOTLE CHICKEN WRAP
59	VEGGIE & HUMMUS WRAP

Chia Cups			
60	ACAI CHIA CUP	9 oz	12 oz
61	MANGO CHIA CUP	9 oz	12 oz
62	DRAGON FRUIT CUP	9 oz	

JUSU CBD PRODUCTS

HOW MANY	WHAT	HOW MUCH
	Cold Pressed Juices	Available Sizes
	Goin' Green	
	Highdrator	
	Elixirs	
	Matcha CBD Latte	
	Coconut CBD Coffee	
	Shots	

	Allergy Bud	
	Skin Care	
10	Facial Toner	
	Joint Balm	
	Foot & Hand Cream	
	Face Cream	
	Foot Spray	
	Bath Salts	
	Bath Bombs	
	Cosmetics	
12	Mascara	8 ml
14	Foundation	
15	Face Powder	
	Aromatherapy	
20	Rollerball - Sleep (Lavender & Orange)	
21	Rollerball - Anti-Anxiety (Sweet Orange)	
	Supplements	
	Pet Care	
27	Shampoo	
	Grooming Spray	
	Paw Salve	
	Soothing Skin Rinse	

SCHEDULE "C"

APPROVED EXPENSES

<u>Type</u>	<u>Description</u>	<u>Name/Vendor</u>	<u>Amount Per Month</u>
Wages and benefits	Cadboro Bay Retail location Manager	[redacted]	\$3,416.67
	Cadboro Bay Retail location	[redacted], 40%	\$2,300.00
	Cadboro Bay Retail location hourly staff		Maximum of 4 hourly employees at maximum of \$15 per hour
	JUSU Bars Calgary distribution	[redacted]	\$4,333.33
	JUSU Bars Calgary distribution	[redacted]	\$4,333.33
	Payroll taxes		as per Revenue Canada requirements
Cost of products - onsite	Cadboro Bay Retail location		necessary purchases for on-site drink production and food resale
Rent	Cadboro Bay Location	Torrent	\$2,371.00
	Calgary cold storage for JUSU Juices	to be identified	up to \$2,000

Vehicle	Vehicle lease (Victoria)	2014 Ford Transit. lease expiring mar 21, 2024	\$366.44
	Vehicle lease (Calgary)	2015 ford transit connect xlt	\$400.00
	Vehicle insurance	Victoria + Calgary	Up to \$500
	Vehicle maintenance	Victoria + Calgary	Reasonable amounts
	Vehicle gasoline	Victoria + Calgary	Up to \$600
Cleaning	Cadboro Bay Location	AlSCO	\$120.00
Hydro	Cadboro Bay Location		\$200.00
Hydro	Calgary distribution		Up to \$200
Internet	Cadboro Bay Location	Shaw	\$255.75
Pest Control	Cadboro Bay Location	Orkin	\$50.00
Security	Cadboro Bay Location	ADT + Alarm Max	\$86.14
Software	Cadboro Bay Location	ADP, Infor	\$201.65
	Calgary distribution	Adobe, Google, Wagepoint	\$224.74
Waste collection	Cadboro Bay Location	WM	\$140.00

SCHEDULE "D"

FORM OF STOCK RESTRICTION AGREEMENT

Attached.

RESTRICTED SHARE SALE AGREEMENT

THIS AGREEMENT made effective the 9th day of October, 2020.

AMONG:

JUSU BODY INC., a company duly incorporated pursuant to the laws of Canada, and having its registered and records office at 4th Floor, 1007 Form Street, Victoria, British Columbia V8V 3K5.

(“**Jusu Body**”)

-and-

JUSU BARS INC., a company duly incorporated pursuant to the laws of Canada, and having its registered and records office at 4th Floor, 1007 Form Street, Victoria, British Columbia V8V 3K5

(“**Jusu Bars**” and together with Jusu Body, “**Client**”)

-and-

BETTER PLANT SCIENCES INC., a company duly incorporated pursuant to the laws of the Province of British Columbia, and having its registered and records office at Suite 200, 1238 Homer Street, Vancouver, British Columbia V6B 2Y5

(“**Better Plant**”)

WHEREAS Jusu Body holds 11,699,990 common shares of Better Plant of which 750,000 common shares are registered in the name of Mieux (the “**Mieux Shares**”) and the remaining 10,949,990 common shares are registered in the name of Jusu Body (the “**Jusu Body Shares**”);

AND WHEREAS Jusu Bars holds 7,300,000 common shares of Better Plant (the “**Jusu Bars Shares**” and together with the Jusu Body Shares, the “**Jusu Shares**”);

AND WHEREAS concurrently with this Agreement, Mieux Digital Inc. (“**Mieux**”) and Better Plant have entered into a restricted share sale agreement in relation to the Mieux Shares held by Mieux (the “**Mieux Share Sale Agreement**”);

AND WHEREAS the parties to this Agreement desire to formalize certain restrictions on trading of the Jusu Shares on the terms and conditions contained herein; and

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

1. Services and Payment

- 1.1 The Client will deposit all of the Jusu Shares in two separate accounts managed by an investment dealer (the “**Dealer**”) (the “**Accounts**”), and the Client will only use the Accounts in respect of trades involving the Jusu Shares;
- 1.2 The Client will ensure that, as between the Jusu Body Shares and the Jusu Bars Shares, the Jusu Body Shares are the first shares released from trading restrictions;
- 1.3 The Client will ensure that the Jusu Shares released from trading restrictions are deposited promptly into an Account, in any event not later than 14 calendar days after their delivery;
- 1.4 The Client will request the following from the Dealer:
 - (a) following their release, the Dealer shall conduct all trades of the Jusu Shares on the Client’s behalf in accordance with the trading restrictions outlined in the attached Schedule “A”;
 - (b) to provide a statement of the Account detailing all sales of Jusu Body Shares and the remaining number of Jusu Body Shares in the Account on a weekly basis to (i) Client, at the addresses listed above; and (ii) Better Plant, via e-mail to penny@betterplantsciences.com;
 - (c) to provide a statement of the Account detailing all sales of Jusu Bars Shares and the remaining number of Jusu Bars Shares in the Account on a weekly basis to (i) Client, at the addresses listed above; and (ii) Better Plant, via e-mail to penny@betterplantsciences.com; and
 - (d) not conduct any short sales of the Jusu Shares,

(collectively, the “**Services**”).

2. Termination

- 2.1 The term of this Agreement will continue until all of the Jusu Shares have been sold.
- 2.2 Each party shall make reasonable efforts to consult in advance with the other party and bring to the attention of the other party, any problems, differences of opinion, disagreements or any other matters with respect to this Agreement. The purpose and intent of this provision is to ensure that both parties are made aware of any problems arising out of or relating to this Agreement or the relationship of the parties, so that the parties may in good faith consult with one another concerning such problems and, where possible, resolve such problems to the parties’ mutual satisfaction, thereby preserving their contractual relationship and goodwill and mutual respect presently existing between the parties.

3. Short Selling

The Client and Better Plant will not engage in short-selling of the Jusu Shares, or take any action to cause others to engage in short-selling of the Jusu Shares.

4. No Waiver

No waiver or consent by either party shall be effective unless expressed in writing, and no such waiver or consent shall apply beyond the specific facts in respect of which the waiver or consent was given. This Agreement is expressly limited to its terms and may be modified or amended only in writing signed by an authorized representative of the party against whom enforcement is sought.

5. Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by the Client of any of its obligations contained in this Agreement will cause Better Plant to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any breach or any threat of breach by the Client, Better Plant shall be entitled to appropriate equitable relief, including without limitation, specific performance, interlocutory, preliminary and permanent injunctive relief and no undertaking to pay damages nor any bond or security shall be required in connection therewith. Such equitable relief shall be in addition to any other remedies to which Better Plant might be entitled in equity or at law for any direct or indirect action or anticipated breach of this Agreement. In any action to enforce this Agreement, the Client agrees they will not oppose the granting of such relief on the basis that Better Plant has an adequate remedy at law or in damages, and Better Plant shall be entitled to recover their reasonable legal fees, court costs and related expenses from the Client. If Better Plant seeks injunctive relief or specific performance, the Client agrees that Better Plant would suffer irreparable harm should such relief not be granted.

6. Governing Law

This Agreement shall be governed and construed in accordance with the laws in force in the Province of British Columbia. The courts of the Province of British Columbia shall have non-exclusive jurisdiction to hear any matters arising in connection with this Agreement.

7. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other.

8. Successors and Assigns

The Parties acknowledge that the obligations undertaken by them herein will enure to the benefit of each of the Parties and their respective heirs, successors and permitted assigns and be binding on each of the Parties and their respective heirs, successors and permitted assigns.

9. Notice

Every notice, request, demand or direction (each, for the purposes of this section, a “notice”) to be given pursuant to this Agreement by either party to another will be in writing and will be delivered or sent by registered or certified mail postage prepaid and mailed in any government post office or by email, or other similar form of written communication, in each case, addressed as above or to such other address as is specified by the particular party by notice to the other.

10. Severability

If any provision (or part thereof) of this Agreement is found to be invalid or unenforceable, it will be severable and the remaining provisions (or parts thereof) will remain in full force and effect.

11. Disputes

The parties will use commercially reasonable efforts, acting in good faith, to resolve any disputes relating to this Agreement prior to any litigation or arbitration other than any claims for injunctive relief.

12. Further Acts

Each of the parties hereto will, from time to time and at all times, do such further acts and execute and deliver all further deeds and documents as will be reasonably required in order to fully perform and carry out the terms of this Agreement.

13. Recitals Included

The recitals set out in the preamble of this Agreement shall be deemed to be included in, and form an integral part of, this Agreement.

14. Counterparts

This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterpart together shall constitute one and the same document. The delivery of an executed counterpart copy of this document by facsimile or telecopy or by electronic transmission in portable document format (PDF) shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

[signature page follows]

IN WITNESS WHEREOF this Agreement has been executed as of the date above written.

JUSU BODY INC.
by its authorized signatory

Authorized Signatory

JUSU BARS INC.
by its authorized signatory

Authorized Signatory

BETTER PLANT SCIENCES INC.
by its authorized signatory

Authorized Signatory

SCHEDULE "A"

Trading Restrictions on the Jusu Shares and the Mieux Shares (together, the "Deposited Better Plant Shares")

Commencing after four months and a day from issuance of the Deposited Better Plant Shares, Mieux may sell up to 20,000 Mieux Shares per trading day and Jusu Body may sell up to 10,000 Jusu Body Shares per trading day for a period of 38 trading days (the "**Initial Selling Period**").

After the Initial Selling Period, Jusu Body may sell up to 30,000 Jusu Body Shares per trading day until all its stock is sold (the "**Jusu Body Selling Period**").

After the Jusu Body Selling Period, Jusu Bars may sell up to 30,000 Jusu Bars Shares per trading day until all its stock is sold.

Better Plant has the option to deliver DRS statements that contain monthly release dates based on this schedule.

RESTRICTED SHARE SALE AGREEMENT

THIS AGREEMENT made effective the 9th day of October, 2020.

AMONG:

MIEUX DIGITAL INC., a company duly incorporated pursuant to the laws of Canada, and having its registered and records office at 200 - 1155 Lola Street, Ottawa, Ontario K1K 4C1

(**"Mieux" or "Client"**)

-and-

BETTER PLANT SCIENCES INC., a company duly incorporated pursuant to the laws of the Province of British Columbia, and having its registered and records office at Suite 200, 1238 Homer Street, Vancouver, British Columbia V6B 2Y5

(**"Better Plant"**)

WHEREAS Mieux holds 750,000 common shares of Better Plant (the **"Mieux Shares"**);

AND WHEREAS concurrently with this Agreement, Jusu Body Inc. (**"Jusu Body"**), Jusu Bars Inc. (**"Jusu Bars"**) and Better Plant have entered into a restricted share sale agreement in relation to the common shares of Better Plant held by Jusu Body (the **"Jusu Body Shares"**) and the common shares of Better Plant held by Jusu Bars (the **"Jusu Bars Shares"**) (the **"Jusu Share Sale Agreement"**);

AND WHEREAS the parties to this Agreement desire to formalize certain restrictions on trading of the Mieux Shares on the terms and conditions contained herein; and

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

1. Services and Payment

- 1.1 The Client will deposit all of the Mieux Shares in an account managed by an investment dealer (the **"Dealer"**) (the **"Account"**), and the Client will only use the Account in respect of trades involving the Mieux Shares;
- 1.2 The Client will ensure that the Mieux Shares released from trading restrictions are deposited promptly into an Account, in any event not later than 14 calendar days after their delivery;
- 1.3 The Client will request the following from the Dealer:

- (a) following their release, the Dealer shall conduct all trades of the Mieux Shares on the Client's behalf in accordance with the trading restrictions outlined in the attached Schedule "A";
- (b) to provide a statement of the Account detailing all sales of the Mieux Shares in the Account on a weekly basis to (i) Client, at the addresses listed above; and (ii) Better Plant, via e-mail to penny@betterplantsciences.com;
- (c) not conduct any short sales of the Mieux Shares,

(collectively, the "Services").

2. Termination

- 2.1 The term of this Agreement will continue until all of the Mieux Shares have been sold.
- 2.2 Each party shall make reasonable efforts to consult in advance with the other party and bring to the attention of the other party, any problems, differences of opinion, disagreements or any other matters with respect to this Agreement. The purpose and intent of this provision is to ensure that both parties are made aware of any problems arising out of or relating to this Agreement or the relationship of the parties, so that the parties may in good faith consult with one another concerning such problems and, where possible, resolve such problems to the parties' mutual satisfaction, thereby preserving their contractual relationship and goodwill and mutual respect presently existing between the parties.

3. Short Selling

The Client and Better Plant will not engage in short-selling of the Mieux Shares, or take any action to cause others to engage in short-selling of the Mieux Shares.

4. No Waiver

No waiver or consent by either party shall be effective unless expressed in writing, and no such waiver or consent shall apply beyond the specific facts in respect of which the waiver or consent was given. This Agreement is expressly limited to its terms and may be modified or amended only in writing signed by an authorized representative of the party against whom enforcement is sought.

5. Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by the Client of any of its obligations contained in this Agreement will cause Better Plant to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any breach or any threat of breach by the Client, Better Plant shall be entitled to appropriate equitable relief, including without limitation, specific performance, interlocutory, preliminary and permanent injunctive relief and no undertaking to pay damages nor any bond or security shall be required in connection therewith. Such equitable relief shall be in addition to any other remedies to which

Better Plant might be entitled in equity or at law for any direct or indirect action or anticipated breach of this Agreement. In any action to enforce this Agreement, the Client agrees they will not oppose the granting of such relief on the basis that Better Plant has an adequate remedy at law or in damages, and Better Plant shall be entitled to recover their reasonable legal fees, court costs and related expenses from the Client. If Better Plant seeks injunctive relief or specific performance, the Client agrees that Better Plant would suffer irreparable harm should such relief not be granted.

6. Governing Law

This Agreement shall be governed and construed in accordance with the laws in force in the Province of British Columbia. The courts of the Province of British Columbia shall have non-exclusive jurisdiction to hear any matters arising in connection with this Agreement.

7. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other.

8. Successors and Assigns

The Parties acknowledge that the obligations undertaken by them herein will enure to the benefit of each of the Parties and their respective heirs, successors and permitted assigns and be binding on each of the Parties and their respective heirs, successors and permitted assigns.

9. Notice

Every notice, request, demand or direction (each, for the purposes of this section, a “notice”) to be given pursuant to this Agreement by either party to another will be in writing and will be delivered or sent by registered or certified mail postage prepaid and mailed in any government post office or by email, or other similar form of written communication, in each case, addressed as above or to such other address as is specified by the particular party by notice to the other.

10. Severability

If any provision (or part thereof) of this Agreement is found to be invalid or unenforceable, it will be severable and the remaining provisions (or parts thereof) will remain in full force and effect.

11. Disputes

The parties will use commercially reasonable efforts, acting in good faith, to resolve any disputes relating to this Agreement prior to any litigation or arbitration other than any claims for injunctive relief.

12. Further Acts

Each of the parties hereto will, from time to time and at all times, do such further acts and execute and deliver all further deeds and documents as will be reasonably required in order to fully perform and carry out the terms of this Agreement.

13. Recitals Included

The recitals set out in the preamble of this Agreement shall be deemed to be included in, and form an integral part of, this Agreement.

14. Counterparts

This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterpart together shall constitute one and the same document. The delivery of an executed counterpart copy of this document by facsimile or telecopy or by electronic transmission in portable document format (PDF) shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

[signature page follows]

IN WITNESS WHEREOF this Agreement has been executed as of the date above written.

MIEUX DIGITAL INC.
by its authorized signatory

Authorized Signatory

BETTER PLANT SCIENCES INC.
by its authorized signatory

Authorized Signatory

SCHEDULE "A"

Trading Restrictions on the Jusu Shares and the Mieux Shares (together, the "Deposited Better Plant Shares")

Commencing after four months and a day from issuance of the Deposited Better Plant Shares, Mieux may sell up to 20,000 Mieux Shares per trading day and Jusu Body may sell up to 10,000 Jusu Body Shares per trading day for a period of 38 trading days (the "**Initial Selling Period**").

After the Initial Selling Period, Jusu Body may sell up to 30,000 Jusu Body Shares per trading day until all its stock is sold (the "**Jusu Body Selling Period**").

After the Jusu Body Selling Period, Jusu Bars may sell up to 30,000 Jusu Bars Shares per trading day until all its stock is sold.

Better Plant has the option to deliver DRS statements that contain monthly release dates based on this schedule.

SCHEDULE "E"

UNITS ISSUED

The following table indicates the number of Units to be Issued to Vendors upon Closing. Amounts include applicable sales taxes.

	JUSU Body	JUSU Bars	JUSU CBD	TOTAL
Acquisition price	\$1,224,999	\$1,000,000	\$1	\$2,225,000
Less: Inventory paid at Sept. 1, 2020	-\$25,000	Nil	Nil	-\$25,000
Purchase Price, Amount	\$1,199,999	\$1,000,000	\$1	\$2,200,000
Purchase Price, Units	11,999,990 ⁽¹⁾	10,000,000	10	22,000,000
Purchase Price Holdback, amount to be released per conditions set out in Section 3.1 ⁽²⁾	\$30,000	\$270,000	Nil	\$300,000
Payment due at Closing, amount	\$1,169,999	\$730,000	\$1	\$1,900,000
Payment due at Closing, Units	11,699,990	7,300,000	10	19,000,000

⁽¹⁾ 750,000 Units to be registered in the name of Mieux Digital Inc.

⁽²⁾ Purchase Price Holdback is to be paid when conditions set out in Section 3.1 are met, and it is to be paid in units issuable at the fair market value at the time of issuance with a minimum of \$0.10 per unit.

SCHEDULE "F"
REPRESENTATIONS AND WARRANTIES OF THE VENDORS
AND THE PRINCIPAL

Attached.

VENDOR REPRESENTATIONS AND WARRANTIES

The Vendors and the Principal jointly and severally represent and warrant as follows to the Purchaser and acknowledge and agree that the Purchaser is relying upon the representations and warranties in connection with its purchase of the Purchased Assets and its assumption of the Assumed Liabilities.

Corporate Matters

(a) **Incorporation and Qualification.** Each of the Vendors is a corporation incorporated and existing under the laws of Canada and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement and each of the Ancillary Agreements to which it is a party. Each of the Vendors is qualified, licensed or registered to carry on business in British Columbia. The jurisdictions listed include all jurisdictions in which the nature of the Purchased Assets makes such qualification necessary or where the Vendor owns or leases any material properties or assets or conducts any material business relating to the Purchased Assets.

(b) **Corporate Authorization.** The execution and delivery of and performance by each of the Vendors and the Principal, as the case may be, of this Agreement and each of the Ancillary Agreements to which it are a party and the consummation of the transactions contemplated by them have been duly authorized by all necessary corporate action on the part of each of them.

(c) **No Conflict.** The execution and delivery of and performance by each of the Vendors and the Principal, as the case may be, of this Agreement and each of the Ancillary Agreements to which it is a party:

- (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any Person to exercise any rights under, any of the terms or provisions of its constating documents or by-laws;
- (ii) do not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any Person to exercise any rights under, any of the terms or provisions of any Contracts, Leases or instruments to which it is a party or pursuant to which any of its assets or property may be affected;
- (iii) do not and will not result in a breach of, or cause the termination or revocation of, any Authorization held by the Vendor or necessary to the ownership of the Purchased Assets or the operation of the business relating to the Purchased Assets; and

(iv) do not and will not result in the violation of any Law.

(d) Required Authorizations. There is no requirement to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Entity as a condition to the lawful completion of the transactions contemplated by this Agreement, except for those that relate solely to the identity of the Purchaser or the nature of the business carried on by the Purchaser prior to Closing.

(e) Required Consents. There is no requirement to obtain any consent, approval or waiver of a party under any Lease or any Contract to which a Vendor is a party in connection with the business pertaining to the Purchased Assets, to the assignment of any Purchased Contract or to any of the other transactions contemplated by this Agreement, except for _____.

(f) Execution and Binding Obligation. This Agreement and each of the Ancillary Agreements to which the Vendors or the Principal is a party have been duly executed and delivered by each of the Vendors and the Principal, as the case may be, and constitute legal, valid and binding agreements of it, enforceable against it in accordance with their respective terms.

(g) Residence of the Vendors. The Vendors are not non-residents of Canada within the meaning of the *Tax Act*.

General Matters Relating to the Business relating to the Purchased Assets

(h) Conduct of Business in Ordinary Course. The business pertaining to the Purchased Assets has been carried on in the Ordinary Course. Without limiting the generality of the foregoing, the Vendors have not:

- (i) sold, transferred or otherwise disposed of or diminished the value of any assets used in the business pertaining to the Purchased Assets except for (A) assets which are obsolete and which individually or in the aggregate do not exceed \$1, or (B) inventory sold in the Ordinary Course;
- (ii) made any capital expenditure or commitment to do so in respect of the business pertaining to the Purchased Assets;
- (iii) discharged any secured or unsecured obligation or liability (whether accrued, absolute, contingent or otherwise) relating to the business pertaining to the Purchased Assets which individually or in the aggregate exceeded \$1;
- (iv) increased its indebtedness for borrowed money or made any loan or advance, or assumed, guaranteed or otherwise became liable with respect to the liabilities or

obligation of any Person in connection with the business pertaining to the Purchased Assets;

- (v) made any bonus or profit-sharing distribution or similar payment of any kind to any Person in connection with the business pertaining to the Purchased Assets;
- (x) suffered any extraordinary loss in respect of the business pertaining to the Purchased Assets or any of the Purchased Assets, whether or not covered by insurance;
- (xi) suffered any material shortage or any cessation or interruption of inventory shipments, supplies or ordinary services in connection with the business pertaining to the Purchased Assets;
- (xii) cancelled or waived any material claims or rights in connection with the business pertaining to the Purchased Assets;
- (xiii) compromised or settled any litigation, proceeding or other governmental action relating to the Purchased Assets or the business pertaining to the Purchased Assets;
- (xiv) cancelled or reduced any of its insurance coverage on the business pertaining to the Purchased Assets or any of the Purchased Assets; and
- (xvi) authorized, agreed or otherwise committed, whether or not in writing, to do any of the foregoing.

(i) No Material Adverse Change. Since August 17, 2020, there has not been any material adverse change in the affairs, prospects, operations or condition of the Vendors, any of the Purchased Assets or the business pertaining to the Purchased Assets and no event has occurred or circumstance exists which may result in such a material adverse change.

(j) Compliance with Laws. The Vendors are conducting and have always conducted the business pertaining to the Purchased Assets in compliance with all applicable Laws of each jurisdiction in which the business pertaining to the Purchased Assets is carried on, other than acts of non-compliance which, individually or in the aggregate, are not material.

Matters Relating to the Purchased Assets

(k) Sufficiency of Assets. The Purchased Assets include all rights and property (other than working capital) necessary to enable the Purchaser to carry on the business pertaining to the Purchased Assets after the Closing (i) as reflected and disclosed in the accounting documents provided to Purchaser; and (ii) substantially in the same manner as it was conducted by the Vendors prior to the Closing. With the exception of inventory, motor vehicles and equipment in transit, all of the Purchased Assets are situated at _____ .

(l) Title to the Purchased Assets. Except for the Excluded Assets, the assets included in the Purchased Assets (i) constitute all of the assets used by the Vendors in carrying on the business pertaining to the Purchased Assets. The Vendors have legal and beneficial ownership of the Purchased Assets free and clear of all Liens, except for Permitted Liens and the general security registration no. 760860J in favor of Royal Bank of Canada. No other Person owns any property and assets which are being used in the business relating to the Purchased Assets except for the Leased Properties, the personal property leased by the Vendors pursuant to the Material Contracts.

(m) No Options, etc. to Purchase Assets. Except for the Purchaser under this Agreement, no Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase or other acquisition from the Vendors of any of the Purchased Assets, other than (i) Purchased Assets which are obsolete and which individually or in the aggregate do not exceed \$1, or (ii) inventory to be sold in the Ordinary Course.

(n) Condition of Tangible Assets. The buildings, structures, vehicles, equipment, technology and communications hardware and other tangible personal property (including the buildings and fixtures) which comprise the Purchased Assets are structurally sound, in good operating condition and repair having regard to their use and age and are adequate and suitable for the uses to which they are being put. None of such buildings, structures, vehicles, equipment or other property are in need of maintenance or repairs except for routine maintenance and repairs in the Ordinary Course that are not material in nature or cost.

Contracts.

(o) Intellectual Property. Attached hereto as Schedule "F-1" is a list of all Intellectual Property owned by or licensed to the Vendors or used by the Vendors in carrying on the business pertaining to the Purchased Assets.

(ii) Schedule "F-1" includes complete and accurate particulars of all registrations and applications for registration of the Intellectual Property owned by the Vendors. All of the Vendors' owned Intellectual Property which has been registered or applied for has been properly maintained and renewed by the Vendors in accordance with all applicable Laws and has not been used or enforced, or failed to be used or enforced, in a manner that would result in the abandonment, cancellation or unenforceability of any rights in such Intellectual Property.

(iii) The Vendors own all right, title and interest in and to the Intellectual Property owned by the Vendors, free and clear of all Liens and the Vendors have the right to use all the Intellectual Property used by it in carrying on the business pertaining to the Purchased Assets. The Vendors have taken all reasonable steps to protect its rights in and to its owned Intellectual Property, in each case in accordance with industry practice.

(iv) None of the Vendors are a party to or bound by any Contract or other obligation that limits or impairs its ability to use, sell, transfer, assign or convey, or that otherwise affects: (i) any of the Intellectual Property owned by it or (ii) any of the Intellectual Property licensed to or used by the Vendors, the loss of which would have an adverse effect. The Vendors have not granted to any Person any right, license or permission to use all or any portion of, or otherwise encumbered any of its rights in, or to, any of the Intellectual Property owned by, licensed to or used by the Vendors. The Vendors are not obligated to pay any royalties, fees or other compensation to any Person in respect of their ownership, use or license of any Intellectual Property.

(v) To the knowledge of the Vendors, the operation of the business pertaining to the Purchased Assets does not infringe upon the Intellectual Property rights of any Person. No claims have been asserted or are threatened by any Person alleging that the conduct of the business pertaining to the Purchased Assets, including the use of the Intellectual Property owned by, licensed to or used by the Vendors, infringes upon any of their Intellectual Property rights. To the knowledge of the Vendors, there are no valid grounds for any such bona fide claims by any such Persons alleging a conflict with or infringement of their Intellectual Property rights. To the knowledge of the Vendors, there is no state of facts that casts doubt on the validity or enforceability of any of the Intellectual Property owned by, licensed to or used by it.

(vi) The transaction contemplated by this Agreement and the continued operation of the business pertaining to the Purchased Assets will not violate or breach the terms of any Intellectual Property license, or entitle any other party to any such Intellectual Property license to terminate or modify it, or otherwise adversely affect the Vendors' rights under it.

(vii) The Intellectual Property owned by or licensed to the Vendors or which the Vendors otherwise has the right to use constitutes all Intellectual Property necessary for the conduct of the business relating to the Purchased Assets as presently conducted. Following Closing, the Purchaser will be entitled to continue to use, practice and exercise rights in, all of the Intellectual Property owned by, licensed to and used by the Vendors, to the same extent and in the same manner as used, practiced and exercised by the Vendors prior to Closing without financial obligation to any Person.

(viii) To the knowledge of the Vendors, no Person is currently infringing any of the Intellectual Property owned by, licensed to or used by the Vendors.

(ix) Following the Closing, neither the Vendors nor any affiliate of the Vendors will retain or use any of the Intellectual Property owned by, licensed to or used by the Vendors in connection with the business pertaining to the Purchased Assets.

(x) All current and former employees and consultants of the Vendors whose duties or responsibilities relate to the business pertaining to the Purchased Assets have entered into confidentiality, intellectual property assignment and proprietary information agreements with

and in favour of the Vendors. Each such Person has waived its non-assignable rights (including moral rights) to any Intellectual Property created by it on behalf of the Vendors.

Financial Matters

(xi) Books and Records. All accounting and financial Books and Records of the Vendors relating to the business relating to the Purchased Assets have been fully, properly and accurately kept and completed in all material respects. The Books and Records and other data and or information relating to the business relating to the Purchased Assets are not recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which will not be available to the Purchaser in the Ordinary Course.

Particular Matters Relating to the Business Relating to the Purchased Assets

(bb) Employees.

(i) The Vendors are in compliance with all terms and conditions of employment and all Laws respecting employment, including pay equity, wages, hours of work, overtime, human rights and occupational health and safety, and there are no outstanding claims, complaints, investigations or orders under any such Laws and to the knowledge of the Vendor there is no basis for such claim.

(ii) The Vendors have not and are not engaged in any unfair labour practice and no unfair labour practice complaint, grievance or arbitration proceeding is pending or, to the knowledge of the Vendors, threatened against the Vendors.

(vii) Vendors have terminated all employees and independent contractors/consultants of the Vendors employed or retained in connection with the business pertaining to the Purchased Assets, whether actively at work or not, and all notice, pay in lieu of notice, severance, and accrued vacation days and other benefits have been paid.

All amounts due or accrued due for all salary, wages, bonuses, commissions, vacation with pay, sick days and benefits, as well as all notice, pay in lieu of notice, and severance have been paid.

(xii) There are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workplace safety and insurance legislation in respect of the business relating to the Purchased Assets and the Vendors have not been reassessed in any material respect under such legislation during the past three (3) years and, to the knowledge of the Vendors, no audit of the business relating to the Purchased Assets is currently being performed pursuant to any applicable workplace safety and insurance legislation. There are no claims or potential claims which may materially adversely affect the Vendors accident cost experience in respect of the business relating to the Purchased Assets.

(ff) Litigation. There are no (i) actions, suits or proceedings, at law or in equity, by any Person, (ii) grievance, arbitration or alternative dispute resolution process, or (iii) administrative or other proceeding by or before (or to the knowledge of the Vendors any investigation by) any Governmental Entity, pending, or, to the knowledge of the Vendors, threatened against the any of the Purchased Assets or the business pertaining to such Purchased Assets, and the Vendors do not know of any valid basis for any such action, complaint, grievance, suit, proceeding, arbitration or investigation. The Vendors are not subject to any judgment, order or decree entered in any lawsuit or proceeding nor have the Vendors settled any claim prior to being prosecuted in respect of it. The Vendors are not the plaintiff or complainant in any act, suit, proceeding, grievance, arbitration or alternative dispute resolution process arising out of or connected with the business pertaining to the Purchased Assets.

(hh) Taxes. The Vendors have, in accordance with applicable law, invoiced, collected, withheld, reported and remitted to the appropriate taxing authority (within the time prescribed) all: (i) sales, transfer, use customs, goods and services and other Taxes which are due and payable by the Vendors; (ii) withholding, payroll or employment Taxes, employment insurance, Canada Pension Plan and provincial pension plan contributions and other deductions at source as required by applicable law; and (iii) all non-resident withholding Taxes as required by applicable law. The Vendors is a registrant for the purposes of the tax imposed under Part IX of the *Excise Tax Act* (Canada) with registration number 1.

(ii) Privacy. The Vendors are conducting the business pertaining to the Purchased Assets in compliance with all applicable Laws governing privacy and the protection of personal information, including the *Personal Information Protection and Electronic Documents Act* ("PIPEDA"), other than acts of non-compliance which individually or in the aggregate are not material. The Vendors have a written privacy policy which governs the collection, use and disclosure of personal information and the Vendors are in compliance in all material respects with such policy. There is no requirement to obtain any consent, approval or waiver of any Person under applicable Laws governing privacy and the protection of personal information, including PIPEDA, in connection with the due diligence investigation, negotiation, preparation, execution and performance of this Agreement and the transactions contemplated by it except for the consents, approvals and waivers obtained prior to the date of this Agreement or disclosed in .

(jj) Full Disclosure. Neither this Agreement nor any Ancillary Agreement to which a Vendor is a party (i) contains any untrue statement of a material fact in respect of the Vendors, the affairs, operations or condition of the Vendors, the Purchased Assets or the business pertaining to the Purchased Assets, or (ii) to the knowledge of the Vendors, omits any statement of a material fact necessary in order to make the statements in respect of the Vendors, the affairs, operations or condition of the Vendors, the Assets or the business pertaining to the Purchased Assets contained herein or therein not misleading. There is no fact known to the Vendors which materially and adversely affects the affairs, operations or condition of the Vendors, the Purchased Assets or the business pertaining to the Purchased Assets which has not been set forth in this Agreement.

SCHEDULE "F-1"

Intellectual Property Owned by the Vendors

Attached.

LIST OF IP	YES
ALL EXISTING INVENTORY / PACKAGING	X
ALL JUSU BAR, BODY, LIFE FORMULAS / RECIPES / PROCESSES & TRAINING MATERIALS / UPC CODES	X
ALL JUSU BAR, BODY, LIFE LOGOS, TRADEMARKS	X
ALL JUSU BAR, BODY, LIFE CUSTOMER DISTRIBUTION LISTS / DATA	X
ALL JUSU BAR, BODY, LIFE LIST OF COPACKERS	X
ALL BAR, BODY, LIFE LIST OF PACKAGING & INGREDIENT SUPPLIERS	X
ALL BAR, BODY, LIFE CREATIVE ARTWORK INCL. EDITABLE FILES	X
ALL BAR, BODY, LIFE PRICING INFORMATION	X
ALL BAR, BODY, LIFE ACCESS TO WEBSITES / SOCIAL PLATFORMS / NEWSLETTERS	X

REGISTERED TRADEMARKS**JUSU BAR DESIGN MARK CANADA**

Registration no. TMA991991

JUSU BAR WORDMARK CANADA

Registration no. TMA991908

JUSU BODY DESIGN MARK U.S.

Registration no. 88097822

Trademarked Jusu Body China

Registration no. TMZC00000031982243ZCQ0

SCHEDULE "G"

DIRECTOR AGREEMENT

Attached.

DIRECTOR AGREEMENT

THIS AGREEMENT is made and entered into effective as of October ___, 2020.

BETWEEN:

BETTER PLANT SCIENCES., a company incorporated under the laws of British Columbia, with a registered and records office at Suite 200 - 1238 Homer Street, Vancouver, British Columbia V6B 2Y5

(the "**Company**")

AND:

BRUCE WAYNE MULLEN, an individual with an address of [redacted]

("Mullen")

WHEREAS:

- A. The Company is a British Columbia company engaged in the business of developing and distributing plant-based wellness products;
- B. The Company wishes to appoint Mullen to serve as director on the Company's Board of Directors (the "**Board**"); and
- C. Mullen wishes to accept his appointment to the Board.

NOW THEREFORE the parties agree as follows:

PART I - INTERPRETATION

Definitions

- 1.1 In addition to the terms defined above, in this Agreement the following terms will have the following meanings:
 - (a) "**Agreement**" means this agreement, as amended, modified or supplemented from time to time in accordance with §10.5;
 - (b) "**Articles**" means the Articles of the Company;
 - (c) "**CEO**" means the Chief Executive Officer of the Company;

- (d) “**Confidential Information**” has the meaning ascribed to it in §6.1;
- (e) “**Duties**” has the meaning ascribed to it in §3.1;
- (f) “**Effective Date**” has the meaning ascribed to it in §2.2;
- (g) “**Executive Group**” means officers appointed by the Board to direct and guide the operations of the Company;
- (h) “**Incentive Stock Options**” has the meaning ascribed to it in §4.1;
- (i) “**Incentive Stock Option Agreement**” means a written agreement entered into by the Company and Mullen which governs the issuance of the Incentive Stock Options.
- (j) “**Intellectual Property Rights**” means all copyrights, design rights, trademark rights, patent rights, trade secrets and any other proprietary rights, whether registered or unregistered, and any application for registration of any of the foregoing and any right to file any such application, which may subsist anywhere in the world;
- (k) “**Issuance Date**” means the date on which the Incentive Stock Options are granted;
- (l) “**Part**” has the meaning ascribed to it in §1.2(a);
- (m) “**Person**” means any individual, business, trust, unincorporated association, corporation, partnership, joint venture, limited liability company or other entity of any kind;
- (n) “**Stock Option Plan**” means the stock option plan as adopted by the Company from time to time;
- (o) “**Term**” has the meaning ascribed to it in §2.2; and
- (p) “**Work Product**” has the meaning ascribed to it in §8.1.

Interpretation

- 1.2 In this Agreement, except as otherwise expressly provided or as the context otherwise requires:
- (a) a reference to a “**Part**” is to a Part of this Agreement, and the symbol “**§**” followed by a number or some combination of numbers and letters refers to the section, paragraph, subparagraph, clause or subclause of this Agreement so designated;

- (b) a reference to parties means the parties to this Agreement and their respective permitted successors and assigns;
- (c) headings are solely for convenience of reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it;
- (d) the word “**including**”, when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope;
- (e) a reference to currency means currency in Canadian dollars;
- (f) a reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and every statute, regulation, or other legislative work that supplements or supersedes such statute or regulations; and
- (g) a word importing the feminine gender will include the masculine or neuter, words in the singular include the plural, words importing a corporate entity include individuals and vice versa.

PART 2 - TERM

- 2.1 Mullen’s appointment is subject to the provisions of the Articles regarding appointment, compensation, indemnification, disqualification and removal of directors and will terminate forthwith without any entitlement to additional compensation if:
- (a) Mullen is not re-elected at the Annual General Meeting of the Company at which Mullen offers himself for re-election in accordance with the Articles; or
 - (b) Mullen is required to vacate office for any reason pursuant to any of the provisions of the Articles; or
 - (c) Mullen is removed as a director or otherwise required to vacate office under any applicable law.
- 2.2 Mullen’s appointment as a director of the Company will commence on the date that both of the following events have occurred (the “**Effective Date**”): (i) he has provided written consent to the Company to act as a director of the Company and (ii) he has been elected or appointed as a director of the Company. The term of his appointment will continue from the Effective Date thereafter unless this Agreement is terminated earlier in accordance with Part 2.1 or Part 5 (the “**Term**”).

PART 3 - DUTIES

General Duties

3.1 Mullen will perform the duties of a director of the Company. Mullen will perform his duties to the best of his ability and in accordance with the terms of this Agreement. Mullen's duties will include, but will not be limited to, using his best efforts to attend scheduled quarterly meetings of the Company's Board and Board committees, as applicable (the "Duties").

Competent and Businesslike

3.2 Mullen will perform his Duties under this Agreement in a faithful, diligent, competent and businesslike manner to the best of his ability.

PART 4 - REMUNERATION

Remuneration

4.2 The Company will grant Mullen 500,000 incentive stock options to purchase an equal number of common shares of the Company, exercisable for a period of five years or otherwise in accordance with the Company's Stock Option Plan (the "Incentive Stock Options"). Mullen and the Company will enter a form of incentive stock option agreement (the "Incentive Stock Option Agreement") attached hereto as Schedule "A". The Incentive Stock Options will vest in accordance with the following schedule and will be subject to the terms of the Incentive Stock Option Agreement and the Stock Option Plan:

Vesting Date	Proportion of Vested Incentive Stock Options
4 months after the Issuance Date	10% of the Incentive Stock Options
6 months after the Issuance Date	10% of the Incentive Stock Options
9 months after the Issuance Date	10% of the Incentive Stock Options
12 months after the Issuance Date	10% of the Incentive Stock Options
15 months after the Issuance Date	10% of the Incentive Stock Options
18 months after the Issuance Date	10% of the Incentive Stock Options
21 months after the Issuance Date	10% of the Incentive Stock Options
24 months after the Issuance Date	10% of the Incentive Stock Options
27 months after the Issuance Date	10% of the Incentive Stock Options
30 months after the Issuance Date	10% of the Incentive Stock Options

Expenses

- 4.3 The Company will reimburse Mullen for the reasonable expenses or disbursements actually and reasonably incurred by him in connection with the performance of the Duties. Any expense over \$150.00 shall be pre-approved in writing by the Company. For all such expenses and disbursements Mullen will supply the Company with originals of all receipts, invoices or statements in respect of which he seeks reimbursement, in such form as may reasonably be required by the Company and at such times or intervals as may be required by the Company.

PART 5 - TERMINATION

- 5.1 Either the Company or Mullen may terminate this Agreement at any time, for any reason, provided that one month's written notice has been delivered by the party terminating the Agreement.
- 5.2 Upon either party's receipt of a notice of termination from the other party as required by §5.1, both the Company and Mullen shall, in a timely manner, execute all documents and take all actions required to effect Mullen's resignation from the Board.
- 5.3 This Agreement shall terminate on Mullen's death.

PART 6 - CONFIDENTIAL INFORMATION

Confidential Information

- 6.1 Mullen acknowledges that:
- (a) he may, during the course of providing services to the Company, acquire information which is confidential in nature or of great value to the Company including, without limitation, matters or subjects concerning corporate assets, cost and pricing data, customer listing, financial reports, formulae, inventions, know-how, marketing strategies, products or devices, profit plans, research and development projects and findings, computer programs and trade secrets, whether in the form of records, files, correspondence, notes, data, information, or any other form, including copies or excerpts thereof (collectively, "**Confidential Information**"), the disclosure of any of which to competitors of the Company or to the general public would be highly detrimental to the best interests of the Company, and
 - (b) the right to maintain the confidentiality of Confidential Information, and the right to preserve the Company's goodwill, constitute proprietary rights which the Company is entitled to protect.

Mullen's Obligations Regarding Confidential Information

6.2 Mullen will, during the Term and at all times thereafter:

- (a) hold all Confidential Information that he receives in trust for the sole benefit of the Company and in strictest confidence;
- (b) protect all Confidential Information from disclosure and not take any action that could reasonably be expected to result in any Confidential Information losing its character as Confidential Information, and take all reasonable actions to prevent any Confidential Information from losing its status as Confidential Information; and
- (c) neither, except as required in the course of performing his duties and responsibilities under this Agreement, directly or indirectly use, publish, disseminate or otherwise disclose any Confidential Information to any third party, nor use Confidential Information for any purpose other than the purposes of the Company, without the prior written consent of the CEO.

Mullen's Continuing Obligations

6.3 The restrictions on Mullen's use or disclosure of all Confidential Information, as set forth in this Part 6 will continue following the termination of Mullen's services to the Company, regardless of the reasons for or manner of such termination.

Limited Exception

6.4 Notwithstanding §6.2, Mullen may, if and solely to the extent required by lawful subpoena or other lawful process, disclose Confidential Information but, to the extent possible, will first notify the Company of each such requirement so that the Company may seek an appropriate protective order or waive compliance with the provisions of this Agreement. Mullen will co-operate fully with the Company at the expense of the Company in seeking any such protective order.

6.5 Notwithstanding §6.2, the obligations of confidentiality and restriction on use herein contained will not apply to any Confidential Information that Mullen is clearly able to demonstrate:

- (a) was in the public domain prior to the Effective Date or subsequently came into the public domain through no fault of Mullen;
- (b) was lawfully received by Mullen from a third party, which third party was, to the knowledge of Mullen, free of any obligations of confidentiality; or
- (c) was already known to Mullen at the time of disclosure by the Company.

PART 7 - INDEMNIFICATION

Indemnification

- 7.1 To the fullest extent permitted by the Articles and the applicable law, the Company agrees to defend and indemnify Mullen and hold him harmless against any liability that he incurs within the scope of his service as a director of the Company, provided the Company is given prompt written notice of any such action, suit or proceeding.
- 7.2 Excluded from this indemnity shall be any claim, issue or matter where it is judicially adjudged:
- (a) Mullen did not act honestly and in good faith with a view to the best interests of the Company, and
 - (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, Mullen had no reasonable ground for believing that his conduct was lawful.
- 7.3 The indemnification shall survive for a period of 2 years after Mullen ceases to be a director of the Company.

PART 8 - WORK PRODUCT; INTELLECTUAL PROPERTY

Work Product; Intellectual Property

- 8.1 All title, right and interest in any works, plans, designs, materials, documentation, code, programs, software, or other tangible or intangible product, and any Intellectual Property Rights or other rights therein, created, developed or acquired by Mullen in the performance of this Agreement (collectively, "**Work Product**") will immediately upon creation, development or acquisition vest in the Company, as the case may be, and any Work Product that does not so vest will be deemed to be transferred and assigned to the Company or to one or more of its affiliates, as the case may be, without further compensation. Upon request at any time by the Company, Mullen will return and deliver to the Company all Work Product in Mullen's possession or control.

Moral Rights

- 8.2 Mullen hereby waives as against any person any and all moral rights he may have in the Work Product, such moral rights including the right to restrain or claim damages for any distortion, mutilation, or other modification of the works or any part thereof whatsoever, and to restrain use or reproduction of the works in any context, or in connection with any product or service.

Further Acts

- 8.3 Mullen will co-operate fully with the Company, its successors or its assigns with respect to signing further documents and doing such acts and other things reasonably requested

by the Company, its successors or its assigns to confirm or evidence ownership of the Work Product or the waiver of moral rights therein, or to obtain, register, or enforce any right in respect of the Work Product. The Company, its successors or its assigns, as applicable, will be responsible for any out-of-pocket expenses of Mullen complying with the obligations under this §8.3.

PART 9 - NON-SOLICITATION AND NON-COMPETITION

Non-Solicitation

- 9.1 Mullen shall not, during the Term and for a period of one year after he ceases to be a director of the Company:
- (a) directly or indirectly, either personally, by agent or by letters, circulars or advertisements, contact for the purpose of solicitation or solicit any person, company or organization that is or was a client of the Company on or at any time within the two years prior to the date Mullen ceases to be a director of the Company;
 - (b) induce or attempt to induce any person, company or organization:
 - (i) who is a consultant of the Company at the date Mullen ceases to be a director of the Company, or
 - (ii) who had been, during the two years prior to such inducement or attempted inducement, a consultant of the Company,to leave the employ of the Company, whether to join Mullen in a similar enterprise or otherwise;
 - (c) either directly or indirectly solicit, divert or take away any employees, temporary personnel, trade, business or goodwill from the Company, or otherwise compete for staff or temporary personnel who become known to it through his relationship with the Company; or
 - (d) influence or attempt to influence a person, company or organization not to do business with the Company.

Non-Competition

- 9.2 Mullen shall not, during the Term and for a period of one year after he ceases to be a director of the Company, without the prior written consent of the Company:
- (a) own or have any interest directly in, or
 - (b) act as an officer, director, agent, consultant or consultant of,
- any business that is competitive or potentially competitive with the Company (including its subsidiaries), other than an investment as a passive investor of up to 5% of the outstanding publicly-traded securities of an issuer whose securities are listed on a

recognized stock exchange.

- 9.3 The Company acknowledges that Mullen may currently work with other companies in advisory, operational, and board of director roles. The Company further acknowledges that these other roles may continue and that Mullen may work with other companies in the future while also fulfilling his role with the Company.

PART 10 - GENERAL

Governing Law

- 10.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of British Columbia with respect to any dispute that may arise with respect to this Agreement.

Severability

- 10.2 If any provision of this Agreement, including the breadth or scope of such provision, is held by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions, or part thereof, of this Agreement and such remaining provisions, or part thereof, will remain enforceable and binding.

Enforceability and Injunctive Relief

- 10.3 Mullen hereby confirms and agrees that the covenants and restrictions pertaining to Mullen contained in this Agreement, including those contained in Part 6, Part 8 and Part 9 are reasonable and valid and hereby further acknowledges and agrees that the Company would suffer irreparable injury in the event of any breach by Mullen of his obligations under any such covenant or restriction for which monetary relief would be inadequate. Accordingly, in the event of any breach or threatened breach by Mullen of such covenant or restriction, the Company shall be entitled to equitable relief, including injunctive relief, without the need to prove that monetary compensation would be adequate.

Assignment

- 10.4 Mullen may assign, pledge or encumber his interest in this Agreement and assign any of his rights or duties under this Agreement with the prior written consent of the Company, and such consent is exercisable in the Company's absolute discretion.

Amendments

- 10.5 This Agreement may not be amended except in writing signed by the parties.

Successors

10.6 This Agreement will be binding on and enure to the benefit of the successors and permitted assigns of the Company and the heirs, executors, personal legal representatives and permitted assigns of Mullen.

Notice

10.7 Any notice or other communication required or permitted to be given hereunder will be in writing and either delivered by hand or by electronic transmission. Notices will be addressed to the address of each party set out on the first page hereof, or such other addresses as one party will advise the other.

Collection and Use of Personal Information

10.8 Mullen acknowledges that the Company may collect, use and disclose Mullen's personal information for business related purposes, and Mullen consents to the Company collecting, using and disclosing the personal information of Mullen for business related purposes in accordance with any privacy policy of the Company established by it from time to time.

Entire Agreement

10.9 This Agreement constitutes the entire agreement between Mullen and the Company regarding the performance of the Duties by Mullen and supersedes and replaces all prior agreements, if any, written or oral.

Counterparts

10.10 This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

Time of the Essence

10.11 Time will be of the essence of this Agreement.

Independent Legal Advice

10.12 Mullen acknowledges that this Agreement has been prepared on behalf of the Company by legal counsel to the Company; that the Company's legal counsel does not represent, and is not acting on behalf of Mullen; and that Mullen has been advised and provided with an opportunity to consult with his own legal counsel with respect to this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first written above.

BETTER PLANT SCIENCES INC.

Per:

Authorized Signatory

BRUCE WAYNE MULLEN

SCHEDULE A
FORM OF
INCENTIVE STOCK OPTION AGREEMENT

Better Plant Sciences Inc. (the “**Company**”) hereby grants the undersigned (the “**Optionee**”) incentive stock options to purchase common shares of the Company (the “**Options**”) in accordance with the Company’s stock option plan, as amended from time to time (the “**Plan**”), according to the following terms. The Optionee acknowledges that the grant of Options is subject to (a) the Plan; (b) the regulations and provisions of the British Columbia Securities Commission, the Ontario Securities Commission and any other applicable provincial securities commission; and (c) the approval of the Canadian Securities Exchange or other stock exchange, as applicable.

Name of Optionee: Bruce Wayne Mullen

Address:

Telephone Number:

Email Address:

Position with the Company:

Number of Options:

Exercise Price:

Date of Grant:

Expiry Date: Maximum 5 years from Date of Grant or otherwise in accordance with the Plan.

Vesting Schedule: All of the Options shall vest as described in the table below.

Vesting Date	Percentage of Engagement Options
4 months after the Issuance Date	10% of the Incentive Stock Options
6 months after the Issuance Date	10% of the Incentive Stock Options
9 months after the Issuance Date	10% of the Incentive Stock Options
12 months after the Issuance Date	10% of the Incentive Stock Options
15 months after the Issuance Date	10% of the Incentive Stock Options
18 months after the Issuance Date	10% of the Incentive Stock Options
21 months after the Issuance Date	10% of the Incentive Stock Options
24 months after the Issuance Date	10% of the Incentive Stock Options
27 months after the Issuance Date	10% of the Incentive Stock Options
30 months after the Issuance Date	10% of the Incentive Stock Options

IN WITNESS WHEREOF, the Company and Optionee have caused this Agreement to be duly executed as of the date first written above.

BETTER PLANT SCIENCES INC.

Per:

Authorized Signatory

OPTIONEE

**FORM OF
EXERCISE NOTICE**

The undersigned hereby subscribes for _____ common shares of Better Plant Sciences Inc. (the "**Company**") at a price of \$_____ per share for a total amount of \$_____ (the "**Exercise Price**") pursuant to the provisions of the Incentive Stock Option Agreement entered into between the undersigned and the Company dated _____, 20__.

Date:

Signature:

Name:

Address:

Telephone Number:

Email Address:
