

FULL-SERVICE MARKETING AND DISTRIBUTION AGREEMENT

This Agreement is made as of the [12]th day August 2021(the “Effective Date”), by and among **ONE LIGHT ENTERPRISES LLC, a TWIN RIVERS GROUP, LLC MANAGED COMPANY (“ONE LIGHT”)**, and **SILO WELLNESS INC. (“SW”)**. ONE LIGHT and SW are sometimes referred to herein individually as a “party” and collectively as the “parties.”

WHEREAS, SW is a developer of various functional mushroom products sold under the Marley One Brand in TERRITORY (as defined in Schedule A)

WHEREAS SW currently holds licensing, development, distribution and sales control of “**Marley One**” (“**MO**”) functional mushroom consumer products using SW’s formulas, Marley Family Trademarks, service marks, and trade names (collectively, the “**Branded Products**”)

WHEREAS, ONE LIGHT is a Wyoming Limited Liability Company based in Texas that distributes, promotes, and advertises branded products throughout the TERRITORY.

WHEREAS, RMHB is a publicly traded company operating in the State of Texas as a manufacturer, co-packer, and distributor of trade marked functional consumer products nationwide. Products include access to over 60 intellectual property (“**IP**”) licensed products in the National Brand Equivalent (“**NBE**”) manufacturing sector, many with everyday OTC medications.

WHEREAS, the parties wish to enter into this Agreement to have ONE LIGHT, each in their respective capacities, create and maintain product development, social media, product placement, ambassador programs, point of sales, advertising, distribution, events participation, and other requirements related to Branded Products within the TERRITORY on a non-exclusive basis, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, the parties agree as follows.

1. Appointment. SW hereby appoints ONE LIGHT, in their capacities set forth herein, as non-exclusive full-service providers of the Branded Products and ONE LIGHT individually hereby accept such appointments. ONE LIGHT may not directly, or indirectly, distribute or sell any Branded Products within the TERRITORY, advertise the Branded Products, or keep any stock of the Branded Products without consent of SW.

2. Intellectual Property License.

- a. SW hereby represents and warrant to ONE LIGHT that SW is fully authorized to manufacture the Branded Products and to use SW/MO tradenames, service marks and trademarks relating to the intellectual property of the Branded Products (the “SWIP”).
- b. During the term of this Agreement, ONE LIGHT shall have the right, but not the obligation, to indicate to the public that it is an authorized representative of SW and to advertise within the TERRITORY the Branded Products using the SWIP. SW shall

indemnify and hold harmless ONE LIGHT, individually and collectively, for all infringement and use of SWIP, except for any use by ONE LIGHT not in accordance with the terms of this Agreement.

3. Addition, Discontinuance and Modification of Products. SW shall have the right at any time to introduce new Branded Products, discontinue the sale of any of its Branded Products and make changes in the design or formulation of any of such Branded Products by amending upon thirty (30) days' advanced notice to ONE LIGHT. ONE LIGHT may terminate this Agreement within forty-five (45) days from its receipt of notice in the event it does not approve any such modifications, by providing written notice to the other parties.

4. Distribution Requests for B2B Customers.

- a. Requests for ONE LIGHT to distribute Branded Products to retailers and other commercial resellers (collectively "**B2B Customers**") pursuant to this Agreement (each a "Distribution Request") shall be transmitted between SW/ONE LIGHT and all other parties in writing or by e-mail in accordance with Section 18(g) or to such other e-mail address as directed by SW (a "**ONE LIGHT B2B Sale**"). A telephone request to place or modify an existing Distribution Request shall not be considered an order unless and until followed up in writing. All Distribution Requests shall be subject to acceptance by ONE LIGHT. A Distribution Request may contain a request (i) for ONE LIGHT to contract with B2B Customers for distribution of specific types and quantities of Branded Products, (ii) for ONE LIGHT to deliver Branded Products to B2B Customers with which SW has contracted, (iii) for ONE LIGHT to store Branded Products, to be picked up and distributed by SW in the future, or (iv) for a combination of the foregoing.
- b. Any Branded Products not earmarked in a Distribution Request pursuant to the foregoing paragraph will be available for distribution by ONE LIGHT to B2B Customers approved by SW pursuant to agreements between ONE LIGHT and the B2B Customers.
- c. Following ONE LIGHT acceptance of a Distribution Request, the Branded Products detailed in the Distribution Request shall be transported directly to the B2B Customers.
- d. At its option, ONE LIGHT may reject and/or return Branded Products (for full credit) where there is: a) a defect in workmanship or quality of the goods, including the packaging or labeling, including failure to comply with state law; b) the goods fail to conform to Distribution Request specifications; c) an unreasonable delay in delivery/availability.
- e. ONE LIGHT shall be responsible at its own cost for all communications, including any service requests and inquiries, from B2B Customers.

5. Distribution Requests for B2C Customers

- a. Request for sales of the Branded Products by ONE LIGHT to end users of the Branded Products (the "**B2C Customers**") shall be made through the website of SW designated for the sale of Branded Products provided that such requests shall be accompanied by a

obligations under this Agreement and to carry on its business as now conducted.

- b. Authorization. The party has duly authorized the execution, delivery, and performance of this Agreement and all other agreements contemplated by this Agreement, as the case may be. This Agreement, when executed and delivered by the parties hereto, will constitute the legal, valid, and binding obligation of the party, enforceable against the party in accordance with its terms except as the enforceability thereof may be limited by the application of bankruptcy, insolvency, moratorium, or similar laws affecting the rights of creditors generally or judicial limits on the right of specific performance. The execution and delivery by the party of this Agreement and the fulfillment of and compliance with the respective terms hereof and thereof by such party, do not and will not (a) conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract to which the party is bound; (b) result in the creation of any lien, security interest, charge, or encumbrance on the Branded Products; (c) result in a violation of the governing documents of the party or any law, statute, rule, or regulation to which the party is subject; or (d) result in a violation of any order, judgment, or decree to which the party is subject; or (e) require any authorization, consent, approval, exemption, or other action by or notice to any court or administrative or governmental body.
- c. Compliance with Law. Each party shall comply with all laws, ordinances, and regulations applicable to their respective businesses, including those relating to the manufacturing, packaging, transportation, sale, purchase, distribution and labeling of the Branded Products.
- d. Licenses. The party holds all permits and licenses necessary for the party to perform its duties hereunder and shall immediately inform the other parties should it lose any such permit or license.

14. Term and Termination.

- a. Term. The term of this Agreement shall be for a period beginning on the date hereof and ending on the date twenty-four (24) months therefrom. Thereafter, this Agreement shall automatically renew for successive twelve (12) month periods unless any party gives to the other parties' written notice of termination at least forty-five (45) days prior to the end of the initial or any renewal term.
- b. Voluntary Termination. Any party may terminate this Agreement with forty-five (45) days' prior written notice to the other parties.
- c. Termination upon Breach. Any party may terminate this Agreement by written notice upon material breach of this Agreement by another party; provided, the non-breaching parties must provide the breaching party a five (5) day period following the date written notice is given by the non-breaching party to cure the breach before termination of this Agreement, unless such breach is non-curable.
- d. Bankruptcy. Any party may immediately terminate this Agreement upon the commencement by or against another party of any proceeding under any bankruptcy,

reorganization, arrangement, insolvency, readjustment of debt, receivership, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or the assignment by the other party for the benefit of creditors; or the written admission of the other party of its inability to pay its debts as they mature.

- e. Effect on Outstanding Orders. Upon the effective date of termination of this Agreement, all outstanding distribution orders agreed to by ONE LIGHT shall be completed and all compensation previously earned by or owed to ONE LIGHT will be paid within thirty (30) calendar days from the date of termination of this Agreement.
- f. Return of Property. Upon termination of this Agreement for any reason, the parties shall promptly return any property belonging to the other parties, including, without limitation, all sales and marketing documents, manuals and other records and proprietary information, as well as any samples in the ONE LIGHT possession or control. The parties agree that they will not make or retain any copy of, or extract from, such property or materials.

15. Relationship of Parties; Indemnification of ONE LIGHT.

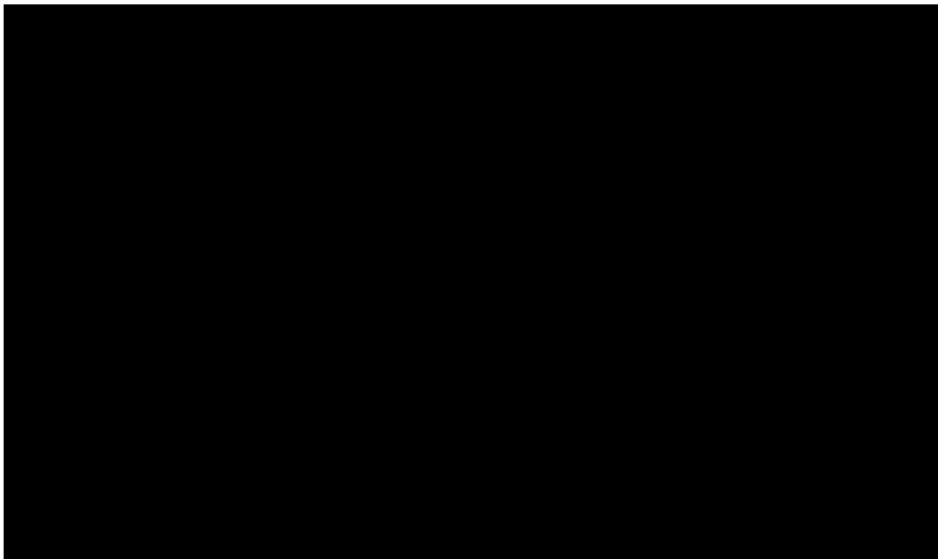
- a. Independent Contractor Status. The relationship of the parties established by this Agreement is that of contractor and contractee, and all work and duties to be performed by ONE LIGHT as contemplated by this Agreement shall be performed by it as an independent contractor.
- b. No Authority to Bind. Nothing in this Agreement or otherwise shall be construed as constituting an appointment of any party as an agent, legal representative, joint venture, partner, employee, or servant of the other parties for any purpose whatsoever.
- c. Solicitation of Employees. The parties agree that during the term of this Agreement, and for one year thereafter, no party shall either directly or indirectly solicit any of the other parties' employees or independent contractors to terminate their contracts with, or leave their employment with, or attempt to solicit employees or independent contractors of the other parties, either for itself or for any other person or entity.
- d. Indemnification. Under no circumstances shall ONE LIGHT or any officer, director, employee, attorney, shareholder, agent or other person acting for or on behalf of ONE LIGHT be liable for any act, omission, contract, debt or other obligation of any kind of SW/MO or any officer, director, employee, agent or other person acting for or on behalf thereof. SW/MO shall indemnify and hold the ONE LIGHT, and each of them, harmless from any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys, fees and costs) arising directly or indirectly from, as a result of, or in connection with, SW/MO operation of its business, SW/MO operation of its business, this Agreement, sale or use of the Branded Products, or the services provided by ONE LIGHT under this Agreement, except for those claims resulting from ONE LIGHT willful misconduct or gross negligence, as determined by a court of competent jurisdiction. The terms of this indemnity shall survive the termination of this Agreement.

insurance (including product liability) in a sum no less than \$2,000,000 in the aggregate and \$1,000,000 per claim with financially sound and reputable insurers and in accordance with Applicable Law. Upon a party's reasonable request, the other party shall provide the requesting party with a certificate of insurance evidencing the insurance coverage specified in this Section. Each party shall provide the other parties with 30 days' advance written notice in the event of a cancellation or material change in such insurance policy. Each party waives and shall cause its insurers to waive, any right of subrogation or other recovery against the other party, its affiliates, and their insurers. Additionally, shall make commercially reasonable efforts to procure, at its own commercially reasonable cost and expense, inventory insurance coverage in amounts as may be expected of a diligent and professional distribution company in the industry, taking properly into account its obligations and liabilities under this Agreement. Such insurance coverage shall be maintained as this Agreement remains in force. Supplier acknowledges that the unique nature of the industry may make the insurance guidelines described herein difficult, prohibitively expensive, or impossible to obtain. Therefore, obligations under this Section shall be conditioned on the parties' ability to obtain said insurance under commercially reasonable terms that do not make each party's business financially or otherwise impracticable.

18. General.

- a. Waiver. Failure of either party at any time to require performance by the other party of any provision hereof shall not be deemed to be a continuing waiver of that provision, or a waiver of its rights under any other provision of this Agreement, regardless of whether such provision is of the same or a similar nature.
- b. Equitable Remedies. In addition to any other remedies available to it at law or in equity, each party will be entitled to seek injunctive relief (without the requirement of posting a bond or other form of security) to enforce the provisions of this Agreement.
- c. Complete Agreement. This Agreement (including the exhibits hereto and all documents and papers delivered pursuant hereto and any written amendments hereof executed by the parties to this Agreement) constitutes the entire agreement, and supersedes all prior agreements and understandings, oral and written, among the parties to this Agreement with respect to the subject matter hereof. This Agreement may be amended only by written agreement executed by all the parties hereto. No purchase order or sales form will be applicable to any sales pursuant to this Agreement and only the terms of this Salesperson Agreement shall govern such sales.
- d. Applicable Law; Jurisdiction and Venue. This Agreement shall be construed under, and governed by, the laws of the state of Texas without resort to conflict of law principals.
- e. Severability. If any provision of this Agreement is unenforceable or invalid, the Agreement shall be ineffective only to the extent of such provisions, and the enforceability or validity of the remaining provisions of this Agreement shall not be affected thereby.
- f. Assignment. This Agreement may not be transferred or assigned in whole or in part by operation of law or otherwise by any party without the prior written consent of the other parties.

- g. Notices. Any notice or other communication related to this Agreement shall be effective if sent by first class mail, postage prepaid or e-mail to the addresses set forth below:



With a copy to



- h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The parties hereto confirm that any electronic copy of another party's executed counterpart of this Agreement (or such party's signature page thereof) will be deemed to be an executed original thereof.
- i. Number, Gender, Etc. Words importing the singular number only shall include the plural, and vice versa, words importing the masculine gender shall include the feminine gender and neuter gender and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, government board, agency, or instrumentality.
- j. Headings. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation or construction of the Agreement or any provision hereof.
- k. Amendments. No amendments or modifications of this Agreement, except for those modification to Schedules A and B if listed, contemplated by this Agreement, shall be binding unless in writing, signed by the parties hereto.
- l. Prevailing Party. The prevailing part in any action or proceeding connected with this Agreement shall be entitled to reimbursement of all reasonable expenses, including attorneys' fees and costs, in addition to any other relief awarded, from the non-prevailing

parties.

- m. Force Majeure. If and to the extent that any party may be precluded by acts of God, authority of law, war, acts of terrorists, strikes, lockouts, casualties, or other causes beyond its reasonable control from performance hereunder, such performance (except for payment of amounts due hereunder) shall be excused to the extent that it is necessitated by such causes. Any delay in performance more than thirty (30) days beyond the scheduled performance date shall be considered an irreparable delay and the party whose performance is not impaired shall have the right to cancel performance.
- n. Further Assurances. The parties hereby agree to execute and deliver such further and other documents and perform or cause to be performed such further acts and things as may be necessary or desirable to give full effect to this Agreement.
- o. Governing Law. This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement, are governed by and are to be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

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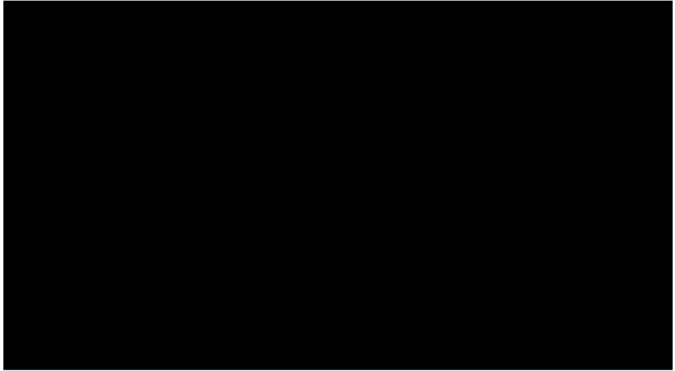
DISTRIBUTION AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

ONE LIGHT ENTERPRISES LLC:



SILO WELLNESS INC.:



A handwritten signature in black ink, appearing to be a stylized 'A' or similar character.

SCHEDULE A
TERRITORY

- United States of American, except for the states of Pennsylvania, Maryland and Virginia until November 1, 2021
- Other than the United States of America, internationally.



KC

SCHEDULE B

Marketing Services Statement of Work

- a) create a direct to consumer and box retailer advertising launch for MO product lines in the State of Texas along with other areas in the TERRITORY.
- b) ONELIGHT will present MO products to its current customers (private individuals and commercial retailers) for immediate product promotion and revenues.
- c) ONELIGHT will create grass roots events and entertainment campaigns for product launch to gain consumer interaction for testimonials/ social media posts within the TERRITORY.
- d) ONELIGHT will promote the “ONE LOVE OF ALL THINGS” message pursuant to SW/MO health, wellness, and lifestyle mission.

[NTD: ONELIGHT to update and provide comprehensive list of all marketing and advertisement services.]

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