

CANADIAN TERRITORY MANAGEMENT AGREEMENT

This agreement made as of this 20th day of April 2021.

AMONG:

KOMO PLANT BASED COMFORT FOODS INC.
1238 Homer Street, Vancouver, BC V6B 2Y5
Jeffrey Ma, CEO
Referred to as the "PRINCIPAL"

AND

CORNERSTONE SALES LTD.
PO BOX 19652, Vancouver, BC, V4T 4E7
Represented by Darren Munro
Referred to as the "SALES AGENCY"

Collectively Referred to as the "PARTIES"

This Canadian Territory Management Agreement confirms that the PRINCIPAL hereby appoints the SALES AGENCY commencing on the **21st day of April 2021** under the following terms and conditions:

To Begin: It is our intention to have an open and honest relationship where integrity and trust are mutually cultivated. Within this we hope to have a financially rewarding experience, working together to bring the PRINCIPAL to broad distribution in Canada while creating meaningful connection with your consumer.

Territory: Territory is to be defined as the 10 Canadian provinces and 3 territories and subdivided into distribution centers for purposes of compensation. The SALES AGENCY will cover regional sales management duties for all independent and national health food stores, grocery chains and club, convenience food stores and food service business within the above regions.

Compensation: The PRINCIPAL will pay a monthly fee of \$2000 CAD plus GST for the first five (5) months of the agreement (April to August) and \$2500 CAD plus GST thereafter (September forward). Net paid sales are defined as the gross sales minus discounts and all MCB's which reduce the cost of goods for promotion, to pay for retail advertising, demos and listing incentives. Commissions shall not be reduced due to deductions made for spoils, unsold product or marketing and distributor advertising fees.

Payments will be made on the 20th of each following month, payable to CORNERSTONE SALE LTD.

Additional Agreements: The SALES AGENCY will assume responsibility for the representation of the PRINCIPAL. Including, but not limited to:

- Account Management
- Distributor Management and support
- Category Review oversight and Monthly Analysis

- Sales Calls and Presentations to all classes of trade
- Social Media and Sales Event Support

The PRINCIPAL agrees to provide the SALES AGENCY training time, product samples, and support materials in a timely manner.

The PRINCIPAL agrees to attend and support Canadian trade shows such as CHFA East and West and to support dedicated Canadian social media engagement to establish the PRINCIPAL'S values in Canada and develop localized customer loyalty.

Reimbursements: Business travel expenses shall be covered by the SALES AGENCY except in the cases where the travel expenses are due to trips dedicated solely to the PRINCIPAL'S head office. These expenses will have the pre-approval from the PRINCIPAL Director of Sales and be accompanied by copies of corresponding receipts. Reimbursement requests must be received by the PRINCIPAL by the 10th of the month and will be paid on the 20th along with compensation payment.

Indemnification: If any claim or action be made or filed against the SALES AGENCY, claiming loss or injury of any nature whatsoever, as a result of defect in merchandise, purchase or use of any product manufactured, produced, or distributed by the PRINCIPAL or for actions by any employee of the PRINCIPAL, the PRINCIPAL agrees to defend, hold harmless and indemnify the SALES AGENCY from any and all loss or damage, costs and expenses, including legal fees, incurred by the SALES AGENCY. In turn, if any claim or action be made or filed against the PRINCIPAL, claiming loss or injury of any nature whatsoever as a result of any actions by any employee of the SALES AGENCY, the SALES AGENCY agrees to defend, hold harmless and indemnify the PRINCIPAL from any and all costs and expenses, including legal fees, incurred by the PRINCIPAL.

Arbitration: Any dispute arising between both Parties with respect to any of the terms in this agreement shall be adjudicated by arbitration.

Terms: This contract may be terminated after sixty (60) days written notice by either Parties. The Parties reserve the right to terminate this agreement (without prejudice or penalty) by notifying the other party in writing, at least Sixty (60) **Calendar Days** to the effective termination date. In the event that notice of termination is **not** sent by either Parties at least sixty (60) days prior to the effective termination date, this Agreement shall be automatically renewed, under the same terms and conditions contained in this Agreement with payments due as outlined to the SALES AGENCY.

Consented and agreed to by:

CORNERSTONE SALES LTD.

KOMO PLANT BASED COMFORT FOODS INC.

By: "Darren Munro"

By: "Jeffrey Ma"

Darren Munro

Jeffrey Ma

Dated: April 21, 2021

Dated: April 21st, 2021

ADDENDUM A:

Redacted for confidentiality.

ADDENDUM B:

Redacted for confidentiality.