

STRATEGIC ALLIANCE AGREEMENT

This Strategic Alliance Agreement (this "Agreement"), dated as of December 29th 2020 (the "Effective Date"), is entered into between GREEN PLANET WHOLESALÉ LTD., a British Columbia corporation (Email: [redacted]) ("Distributor") and LEVITEE LABS HOLDINGS INC., a British Columbia company with registered and records offices at 6th Floor, 905 West Pender Street, Vancouver, British Columbia, V6C 1L6 (Email: [redacted]) ("Levitee", and together with Distributor, the "Parties", and each, a "Party").

WHEREAS Distributor is in the business of marketing and reselling Products (as defined below);

WHEREAS Levitee is in the business of manufacturing and selling the Products;

WHEREAS Distributor desires to purchase the Products from Levitee and resell the Products to Customers, subject to the terms and conditions of this Agreement;

WHEREAS Levitee desires to sell the Products to Distributor and appoint Distributor as its exclusive distributor under the terms and conditions of this Agreement;

WHEREAS the Parties desire to collaborate with each other and establish a strategic alliance, as further described herein to facilitate the marketing and sale of the Products in the Territory (defined below);

WHEREAS Levitee and Distributor possess complementary skills and offerings, and believe that together they can add value to their relationships with their clients and customers through engaging in certain activities, including, but not limited to, the sharing of information, undertaking joint marketing initiatives, and such other activities as they may agree from time to time under the terms set out herein with the objective of developing new business for each of the parties; and

WHEREAS in connection with the foregoing, the Parties agree and acknowledge that the cooperation between the Parties is an important component to achieve their respective strategic objectives, and they desire to continue and further enhance the strategic cooperative alliance between them as contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITION & INTERPRETATION

1.1 Definitions. In this Agreement, the following terms have the following meanings:

- (a) "Business Day" means a day other than a Saturday, Sunday, or public holiday in Vancouver, British Columbia.
- (b) "Contract Quarter" means the 3 month period commencing on the Effective Date and each subsequent 3 month period.
- (c) "Contract Year" means the 12 month period commencing on the Effective Date and each subsequent 12 month period.
- (d) "Customers" means Sub-distributors, Resellers, or End Users.
- (e) "End User" means the final purchaser that has acquired a Product for (i) its own and its affiliates' internal use and not for resale, remarketing or distribution or (ii) incorporation into its own products.
- (f) "Excluded Territories" means: (i) the People's Republic of China; (ii) any country or region to which the export, re-export, distribution, sale, or release of the Products is prohibited by applicable Law (such as countries or regions sanctioned or embargoed by Canada); or (iii) any country or region designated as an excluded territory by written notice from Levitee to Distributor.
- (g) "Exclusivity Rights" has the meaning set forth in Section 3.1.
- (h) "Indemnified Party" has the meaning set forth in Section 17.
- (i) "Law" means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, court order, writ, judgment, award, or determination, or other requirement or rule of law of any government authority.

- (j) "Losses" has the meaning set forth in Section 17.
- (k) "Minimum Order Commitment" means the minimum order commitments as set out in the Products Schedule or as otherwise adjusted by Section 9.5.
- (l) "Levitee's Trademarks" means all Trademarks owned by or licensed to Levitee.
- (m) "NFR Products" means demonstration, sample, model, or prototype materials or goods that are not intended for resale or distribution.
- (n) "Non-Exclusive Rights" has the meaning set forth in Section 3.3.
- (o) "Non-Exclusive Territory" means all countries outside of the Territory, *except* the Excluded Territories.
- (p) "Person" means an individual, corporation, company, limited liability company, body corporate, partnership, joint venture, governmental authority, unincorporated organization, trust, association or other entity.
- (q) "Purchase Order" has the meaning set forth in Section 8.1.
- (r) "Product" means those products that are identified in Products Schedule, as may be revised by Levitee pursuant to Section 7.6 from time to time.
- (s) "Representative" means a Party's affiliates, employees, officers, directors, partners, shareholders, agents, counsel, third-party advisors, successors and permitted assigns.
- (t) "Resellers" means the retailers or resellers who purchase Products from Distributor for resale to End Users.
- (u) "Return Credit" with respect to any Product means a credit to Distributor in an amount equal to the purchase price paid by Distributor for that Product under this Agreement.
- (v) "Sub-distributor" has the meaning set forth in Section 3.6(a).
- (w) "Sub-Territory" has the meaning set forth Section (y).
- (x) "Term" has the meaning set out under Section 13.
- (y) "Territory" means every country in the world, *except* the Excluded Territories.

1.2 Interpretation. For the purposes of this Agreement: (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) the Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein; (e) Section and Schedule headings do not affect the interpretation of this Agreement; (f) words in the singular include the plural and those in the plural include the singular; and (g) a reference to writing or written includes email.

2. ALLIANCE

2.1 Cooperation.

- (a) The parties shall co-operate with each other in order to identify, develop, and exploit new business opportunities for each party.
- (b) Each party shall provide the other with reasonable information and other support that may be requested and mutually agreed upon in order to enable the parties to pursue mutually beneficial business opportunities in respect of the sale of Products to Customers.
- (c) In respect of the Products, each Party shall endeavour to support the other party's marketing events and facilities where appropriate by providing suitable speakers, presentations, products, and services as mutually agreed in writing.
- (d) Each Party shall furnish to the other party information related to the marketing and sale of the Products that is reasonably requested and required by the other Party (provided that the furnishing party is entitled to disclose

such information) concerning clients, prospects, technologies, products, and services. Such information may be used by the receiving Party only in the pursuit of mutually agreed business opportunities, joint bids, or other agreed initiatives, and shall not be used for any other purpose.

(e) Neither Party guarantees the success of any marketing effort under this Agreement.

2.2 Contacts

- (a) Each Party agrees to promote the relationship embodied by this Agreement throughout their respective organizations and networks.
- (b) Each Party shall appoint named individuals as their respective representatives ("**Alliance Managers**") to be the main contacts between them, and such other divisional and geographic representatives as applicable. The Alliance Managers will conduct regular meetings to review business opportunities, exchange information of mutual interest and identify potential activities to be pursued under this Agreement.
- (c) Alliance Managers will provide regular reports to the parties' management on the progress of the parties' relationship and on the activities conducted under this Agreement.
- (d) Each Party will facilitate contacts and the dissemination of information between the Parties by providing the other with opportunities to present and demonstrate its offerings at the appropriate sales and marketing, technical and other such meetings and conferences as may be mutually agreed.

3. APPOINTMENT.

- 3.1 Appointment as Distributor. Subject to and conditional upon compliance with the terms and conditions of this Agreement, Levitee hereby appoints Distributor as its exclusive distributor to promote, market, advertise, sell, and distribute the Products to Customers within the Territory (the "**Exclusivity Rights**") during the term of this Agreement and the Post-Term Resale Period. Distributor hereby accepts such appointment.
- 3.2 Exception to Exclusivity. Notwithstanding Section 3.1, Levitee may sell the Products to End Users anywhere in the world. Levitee agrees to not sell Products below the MSRP price to any customers online or end users.
- 3.3 Sales Outside of the Territory. The Distributor shall not promote, market, advertise, sell, distribute, or deliver the Products outside the Territory without obtaining the prior written consent of Levitee. For clarity, such consent does not extend the Territory (unless provided in accordance with Section 3.4) and, subject to Section 3.4, if Levitee permits the Distributor to promote, market, advertise, sell, distribute, or deliver the Products in regions outside the Territory (those regions, the "**Non-Exclusive Territory**"), such rights will be granted on a non-exclusive basis for those regions (the "**Non-Exclusive Rights**"), meaning that Levitee may permit any other Person or Persons to also promote, market, advertise, sell, and distribute the Products to Customers in the Non-Exclusive Territory. Levitee may require, for any reason in its absolute and sole discretion and without any liability to Distributor, that Distributor cease promoting, marketing, advertising, servicing, selling, distributing, or delivering the Products in any region of the Non-Exclusive Territory.
- 3.4 Territory Extension. The Distributor may apply for an extension of the Territory (an "**Extension**") by furnishing to Levitee written notice thereof, together with a revised minimum commitment of Products to be ordered together with any other documentation, data, or information which Levitee may request. Levitee will have the absolute and sole discretion to approve or reject any such requests. If such request is approved in full or in part by Levitee in writing, the Territory and the Minimum Order Commitment will be modified as specified in Levitee's written approval. Extensions will only be for the Initial Term or Renewal Term, as the case may be, in effect at the time any such Extension is granted and will not survive any subsequent renewal of this Agreement.
- 3.5 Termination of Exclusivity Rights. During a 30 day period following the expiration of each Contract Year, Levitee will assess Distributor's sales performance in each region or country of the Territory (the "**Assessment Period**"). At any time during the Assessment Period, Levitee may, by providing at least 30 days written notice to Distributor, terminate Distributor's Exclusivity Rights in respect of specific regions or countries if, in the reasonable opinion of Levitee, Distributor's sales performance in those regions or countries is unsatisfactory. Upon the effective date of such termination and for the remainder of the Term, all regions or countries identified in Levitee's termination notice will cease to be within the Territory and will be deemed to be within the Non-Exclusive Territory and Distributor will have Non-Exclusive Rights for the Non-Exclusive Territory. For clarity, Levitee's rights under this Section 3.5 are independent

of Levitee's rights under Section 9.

3.6 Relationship with Sub-Distributors and Resellers.

- (a) Sub-Distributors. Distributor may appoint sub-distributors ("Sub-distributor") in the Territory as it determines appropriate for the effective distribution of Products under this agreement, *conditional upon the following*:
- (i) Distributor shall ensure that the Sub-distributor expressly confirms by written contract (the "Sub-Distributor Contract") with Distributor that Sub-distributor is familiar with, will comply with, and accepts Sections **Error! Reference source not found.**, 4.1, 5, 11, 12, 14, 15, 16, 17, and 18 this Agreement as if it were the Distributor (*mutatis mutandis*) and any terms of this Agreement applicable to Sub-distributors, and that the Sub-distributor will not sell or distribute the Products outside of the Territory;
 - (ii) Distributor shall make Levitee a third-party beneficiary of the Sub-Distributor Contract with the right to enforce the clauses giving effect to Section 3.6(a)(i) of this Agreement;
 - (iii) Distributor shall ensure that the Sub-Distributor Contract provides that the clauses giving effect to Section 3.6(a)(i) of this Agreement survive termination of the Sub-Distributor Contract; and
 - (iv) Distributor shall provide Levitee a copy of the terms of the proposed Sub-Distributor Contract to be entered into between Distributor and its proposed sub-distributor.
- (b) Resellers. Distributor may distribute Products to Resellers in the Territory as Distributor determines appropriate for the effective resale of Products, *conditional upon the following*:
- (i) Distributor shall make Levitee a third-party beneficiary of the Reseller Contract with the right to enforce the clauses giving effect to Section **Error! Reference source not found.** of this Agreement;
 - (ii) Distributor shall ensure that the Reseller Contract provides that the clauses giving effect to Section **Error! Reference source not found.** of this Agreement survive termination of the Reseller Contract; and
 - (iii) Reseller shall provide Levitee a copy of the terms of the proposed Reseller Contract to be entered into between Distributor and its proposed Reseller.
- (c) General Requirements.
- (i) To the extent that there are any Distributor, Sub-distributor, or Reseller representations, warranties, covenants, obligations, or responsibilities ("**Obligations**") to Levitee under this Agreement, Distributor will likewise be responsible to Levitee for the performance of such **Obligations** by any Sub-distributor or Reseller (a "Sub-Seller").
 - (ii) If conduct on the part of Levitee constitutes a breach that causes Losses to an Sub-Seller, then to the extent that any rights or remedies against Levitee for such Losses will be enforced, such rights or remedies may only be enforced by Distributor as if Distributor had suffered such Losses and such Sub-Seller will not be entitled to enforce such rights or remedies directly against Levitee on its own behalf.
 - (iii) If a dispute arises between Levitee and a Sub-Seller, the dispute will be resolved by Distributor on behalf of the Sub-Seller.
 - (iv) The extension of this Agreement to Sub-Sellers will not have the effect of altering the disclaimer of warranties in Section 16 or the liability limitations set forth in Section 18, it being understood that Losses incurred by any Sub-Seller arising from or related to any act or omissions on the part of Levitee in relation to this Agreement will be deemed to be incurred solely by Distributor and not the Sub-Seller.
 - (v) Distributor shall be responsible for ensuring that all Sub-Sellers agree to be bound by the provisions of Sections 3.6(c)(i) to 3.6(c)(iv) above and shall indemnify and save Levitee harmless from and against any and all Losses arising out of or related to any claim, action, or legal proceeding on account of the failure of Distributor to meet this obligation.
- (d) Responsibility for Sub-Distributors and Resellers. Distributor shall be responsible and liable to Levitee for any breach of the provisions referred to in 3.6(a)(i) by any Sub-distributor or breach of the provisions referred to in

Section Error! Reference source not found. by any Reseller. Despite any appointment of a Sub-Distributor or Reseller, Distributor remains directly responsible to Levitee for the due performance of all Distributor's obligations under this Agreement, including payment for all purchases of Products.

4. RELATIONSHIP OF THE PARTIES; NO FRANCHISE AGREEMENT

4.1 Relationship; No Franchise Agreement. Notwithstanding anything to the contrary in this Agreement, the Parties to this Agreement are independent contractors and nothing in this Agreement will be deemed or constructed as creating a joint venture, partnership, agency relationship, franchise, business opportunity, or other form of joint enterprise, employment, or fiduciary relationship between Levitee and Distributor. Neither Party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other Party. Each Party assumes responsibility for the actions of their personnel under this Agreement and will be solely responsible for their supervision, daily direction and control, wage rates, withholding income taxes, Canada Pension Plan contributions, employment insurance premiums, disability benefits, or the manner and means through which the work under this Agreement will be accomplished. Except as provided otherwise in this Agreement, Distributor has the sole discretion to determine Distributor's methods of operation, Distributor's accounting practices, the types and amounts of insurance Distributor carries, Distributor's Personnel practices, Distributor's advertising and promotion, Distributor's customers and Distributor's service areas and methods. The relationship created hereby between the Parties is solely that of supplier and distributor.

5. DISTRIBUTOR'S OBLIGATIONS

5.1 Marketing and Reselling Products. Distributor shall, at its own expense:

- (a) market, advertise, promote, and sell the Products in the Territory consistent with good business practice, in each case using its commercially reasonable efforts to maximize the sales volume of the Products;
- (b) only resell or offer to resell the Products that Distributor currently has in inventory or that have been ordered from Levitee and which order has been accepted by Levitee as available for delivery to Distributor, unless Distributor has received prior written authorization from Levitee;
- (c) develop and execute a marketing plan sufficient to fulfil its obligations under this Agreement;
- (d) have sufficient knowledge of the industry and products competitive with each Product (including specifications, features and benefits) so as to be able to explain in detail to Customers:
 - (i) the differences between the Product and competing products; and
 - (ii) information on standard protocols and features of each Product.
- (e) observe all reasonable directions and instructions given to it by Levitee in relation to the marketing, advertisement and promotion of the Products, including Levitee's sales, marketing and merchandising policies as they currently exist or as they may hereafter be changed by Levitee, to the extent that these marketing materials, advertisements or promotions refer to the Products or otherwise use Levitee's Trademarks;
- (f) in any and all contact between Distributor and any Customer, Distributor must identify to the Customer Distributor's full legal name, trade name, or both;
- (g) market, advertise, promote and resell Products and conduct business in a manner that reflects favourably at all times on Products and the good name, goodwill, and reputation of Levitee;
- (h) promptly notify Levitee of any complaint or adverse claim about any Product or its use of which Distributor becomes aware; *except that* nothing in this Agreement requires Distributor to reveal proprietary pricing information; and
- (i) not make any materially misleading or untrue statements concerning the Products.

5.2 Reporting and Record-Keeping. Distributor shall, at its own expense:

- (a) within 5 Business Days after the end of each calendar month of the Term, submit to Levitee, in a computer-readable format and containing the scope of information acceptable to Levitee, complete and accurate

monthly reports of inventory, marketing, and sales of the Products.

- (b) maintain books, records and accounts of all transactions and activities covered by this Agreement ; and
- (c) on request, provide Levitee with a written survey of the current and three-month estimate of demand for the Products in the Territory, especially in relation to similar or competing products.

5.3 Limited Support. On and after the Effective Date, for a period of one year following the sale of a Product to any Customer, Distributor shall, at its own expense:

- (a) have sufficient knowledge of the industry and products competitive with the Product (including specifications, features and benefits) so as to be able to explain in detail to the Customers the differences between the Product and competing products;
- (b) ensure that an adequate number of trained, capable and qualified technical personnel with sufficient knowledge of the Product are available during normal business hours to assist Customers; and
- (c) respond to the Customers regarding the general operation and use of the Product, including:
 - (i) acting as a liaison between the Customer and Levitee in matters requiring Levitee's participation;
 - (ii) providing general Product information and configuration support on standard protocols and features; and;
 - (iii) collecting relevant technical problem identification information.

Except as explicitly authorized in this Agreement or in a separate written agreement with Levitee, Distributor may not service, repair, modify, alter, replace, reverse engineer, or otherwise change the Products it sells to Customers.

Notwithstanding the foregoing, Levitee may, in its sole discretion, respond directly to Customer complaints or inquiries in substitution for Distributor and Distributor shall cooperate with such substitution.

5.4 Prohibited Acts. Notwithstanding anything to the contrary in this Agreement, neither Distributor nor Distributor's personnel shall:

- (a) make any representations, conditions, warranties, guarantees, indemnities, similar claims or other commitments:
 - (i) actually, apparently or ostensibly on behalf of Levitee; or
 - (ii) to any Customer regarding the Products, which representations, conditions, warranties, guarantees, indemnities, similar claims or other commitments are additional to or inconsistent with any then-existing representations, conditions, warranties, guarantees, indemnities, similar claims or other commitments in this Agreement or any written documentation provided by Levitee to Distributor;
- (b) engage in any unfair, competitive, misleading or deceptive practices respecting Levitee, Levitee's Trademarks or the Products, including any product disparagement or "bait-and-switch" practices;
- (c) separate any software or accessories sold, bundled or packaged with any Product from the Product;
- (d) sell or offer to sell any Products or other Levitee-branded products that were purchased from a source other than Levitee or from a distributor authorized by Levitee to sell the same to Distributor;
- (e) sell or show any NFR Product to any third party, except to demonstrate the NFR Product to one or more prospective Customers;
- (f) during the Term and the Post-Term Resale Period, promote, market, sell or distribute Products using promotional information and material, unless the promotional information or material was provided by Levitee;
- (g) make any representation encouraging the use of the Products for a purpose contrary to applicable Law, including for the purpose of cultivating mushrooms containing psilocybin unless such cultivation is authorized by Law;
- (h) alter the Products' packaging;
- (i) except as explicitly authorized in this Agreement or in a separate written agreement with Levitee, Distributor shall not service, repair, modify, alter, replace, reverse engineer or otherwise change the Products it sells to its customers; or

(j) promote, market, advertise, service, sell, distribute, or deliver the Products in the Excluded Territories.

6. **LEVITEE OBLIGATIONS**

6.1 **Marketing and Reselling Products.** Levitee Labs shall, at its own expense:

(a) market, advertise and promote the Products consistent with good business practice, in each case referring all commercial or B2B leads and sales to its Distributor, Green Planet Wholesale Ltd.

(b) only resell or offer to resell the Products that Distributor currently has in inventory to end users via E-Commerce.

(c) develop and execute a marketing plan to be shared with and used in conjunction with the Marketing plan of Green Planet Wholesale Ltd.

(d) have sufficient knowledge of the industry and products competitive with each Product (including specifications, features and benefits) so as to be able to explain in detail to the sales team of the Distributor:

(i) the differences between the Product and competing products; and

(ii) information on standard protocols and features of each Product.

(e) Issue reasonable directions and instructions to the sales and marketing team at Green Planet Wholesale Ltd relating to the marketing, advertisement and promotion of the Products. The directions are to include Levitee's sales, marketing and merchandising policies as they currently exist or as they may hereafter be changed by Levitee, to the extent that these marketing materials, advertisements or promotions refer to the Products or otherwise use Levitee's Trademarks;

(g) market, advertise, promote and resell Products and conduct business in a manner that reflects favourably at all times on Products and the good name, goodwill, and reputation of Green Planet Wholesale Ltd;

(h) promptly notify Green Planet Wholesale of any complaint or adverse claim about any Product or its use of which Levitee Labs becomes aware; and

(i) not make any materially misleading or untrue statements concerning the Products.

6.2 **Limited Support.** On and after the Effective Date, for the duration of this agreement, Levitee Labs shall, at its own expense:

(a) have sufficient knowledge of the industry and products competitive with the Product (including specifications, features and benefits) so as to be able to explain in detail to Green Planet Wholesale staff, or in certain cases directly to the customer, the differences between the Product and competing products;

(b) ensure that an adequate number of trained, capable and qualified technical personnel with sufficient knowledge of the Product are available during normal business hours to assist Green Planet Wholesale staff, or in certain cases directly assist the customer, ; and

(c) respond as required to Green Planet Wholesale staff, regarding the general operation and use of the Product, including:

(i) acting as a liaison between Green Planet Wholesale staff and the Customer in matters requiring Green Planet Wholesale's participation;

(ii) providing general Product information and configuration support on standard protocols and features; and;

(iii) Providing an approved template for the purposes of collecting relevant technical problem identification information.

6.3 **Prohibited Acts.** Notwithstanding anything to the contrary in this Agreement, neither Levitee Labs nor Levitee Labs personnel shall:

(a) make any representations, conditions, warranties, guarantees, indemnities, similar claims or other commitments: (i) actually, apparently or ostensibly on behalf of Green Planet Wholesale Ltd; or (ii) to any

Customer regarding the Products, which representations, conditions, warranties, guarantees, indemnities, similar claims or other commitments are additional to or inconsistent with any then existing representations, conditions, warranties, guarantees, indemnities, similar claims or other commitments in this Agreement or any written documentation provided by Green Planet Wholesale to its customers;

(b) engage in any unfair, competitive, misleading or deceptive practices respecting Green Planet Wholesale, Green Planet Wholesale's Trademarks or the Products, including any product disparagement or "bait and switch" practices;

(c) differentiate or separate any software or accessories sold, bundled or packaged with any Product Levitee sells directly online from the Product it sells to Green Planet Wholesale;

(d) sell or offer to sell any Products or other Levitee branded products that have not been first made available for purchase at Distributor pricing to Green Planet Wholesale.

(e) sell or show any NFR Product to any prospective Commercial or retail/wholesale customer without informing and turning over the lead to Green Planet Wholesale.

(f) during the Term and the PostTerm Resale Period, promote, market, sell or distribute Products to any Commercial or retail/wholesale customer.

(g) make any representation encouraging the use of the Products for a purpose contrary to applicable Law, including for the purpose of cultivating mushrooms containing psilocybin unless such cultivation is authorized by Law;

(h) alter the Products' packaging without a minimum 45 day notification to Green Planet Wholesale of such change.

(j) promote, market, advertise, service, sell, distribute, or deliver the Products in the channels exclusively offered to Green Planet wholesale; Retail/wholesale & Commercial customers.

7. AGREEMENT TO PURCHASE AND SELL GOODS

7.1 Terms of Sale; Orders. Levitee shall make available and sell Products to Distributor at the prices under Section 7.2 and on the terms and conditions set out in this Agreement.

7.2 Price.

(a) The prices for Products sold under this Agreement will be as per Levitee's wholesale price list then currently in effect from time to time during the Term. Levitee may update the prices for its Products from time to time. Price changes will apply only to Purchase Orders placed after the time of the price change.

(b) All prices are exclusive of all shipping charges, insurance costs, and goods and services tax, harmonized sales tax and provincial sales taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Distributor under this Agreement. Distributor is responsible for and shall pay all such charges, costs, and taxes.

7.3 Interest on Late Payments. Distributor shall pay interest on all payments more than 90 days late at the rate of 13.1% per annum, calculated daily and compounded monthly (effective rate of 13.9159 % per annum) or, if lower, the highest rate permitted under applicable Law.

7.4 Payment Terms. During the first Contract Year, Distributor shall pay for all ordered Products at the time of placing the order. After the first Contract Year, Distributor shall pay all properly invoiced amounts due to Levitee within 30 days from the date of such invoice. Distributor shall make all payments in the currency indicated on the order form or invoice (which will be Canadian dollars or US dollars) by cheque, wire transfer, or automated clearing house. If payment is made by wire transfer, Distributor shall make such payment using the most recent wire transfer instructions

provided by Levitee to Distributor; *except that* if Distributor receives new wire transfer instructions emailed or faxed ostensibly from Levitee before Distributor makes a wire transfer payment with those new wire instructions Distributor shall first confirm by telephone with Levitee that such new wire transfer instructions were in fact provided by Levitee.

7.5 No-Set Off or Deduction. Distributor shall perform its obligations under this Agreement without set-off, deduction, recoupment, or withholding of any kind for amounts owed or payable by Levitee, whether relating to Levitee's or Levitee's affiliates' breach, bankruptcy, or otherwise and whether under this Agreement, any Purchase Order, any other agreement between (a) Distributor or any of its affiliates and (b) Levitee or any of its affiliates, or otherwise.

7.6 Availability/Changes in Products.

(a) Levitee may, in its sole discretion, add or make changes to Products in, or remove Products from, the Products Schedule on 45 days prior notice to Distributor. Levitee will offer credit for existing inventory or agrees to return all existing inventory at Levitee's cost if My Green Planet deems the product has become unsellable.

(b) Levitee shall use its best efforts in filling orders submitted by Distributor in a reasonable and timely fashion. Levitee shall immediately notify Distributor of any known or anticipated delays in filling new or previously entered orders and the estimated duration of any delays so that Distributor may fairly represent this information to existing or potential customers. Under no circumstances shall My Green Planet be responsible to Levitee or anyone else for its failure to fill or sell accepted orders, or for its delay in selling accepted orders.

7.7 Limited Quantities. Despite anything to the contrary in this Agreement or in any promotional materials, Levitee may impose a limit on the purchasable quantity of a particular Product.

8. ORDERS PROCEDURE

8.1 Orders. Distributor shall issue all purchase orders ("**Purchase Order(s)**") to Levitee in written form via email. By placing an order, Distributor makes an offer to purchase Products under the terms and conditions of this Agreement and the following commercial terms listed in the purchase order ("**Purchase Order Transaction Terms**"), and on no other terms:

(a) the listed Products to be purchased, including, as applicable, make, model number, UPC, SKU, or other identifier;

(b) the quantities ordered;

(c) the delivery location for the Products (the "**Delivery Point**"); and

(d) the requested delivery date.

Except regarding the Purchase Order Transaction Terms, any variations made to the terms and conditions of this Agreement by Distributor in any Purchase Order are void and have no effect. Levitee may charge Distributor Levitee's then-standard small order handling charge for any Purchase Order requiring Levitee to ship Products in less than its standard box-lot quantities.

8.2 Acceptance and Rejection of Purchase Orders. Levitee may, in its sole discretion, accept or reject any Purchase Order. Levitee may accept any Purchase Order by confirming the order (whether by written confirmation, invoice, or otherwise) or by delivering the Products, whichever occurs first. If Levitee does not accept the Purchase Order under the terms of this Section 8.2 within 30 days of Levitee's receipt of the Purchase Order, the Purchase Order will lapse. No Purchase Order is binding on Levitee unless accepted by Levitee as provided in this Agreement. Levitee may, in its sole discretion, without liability or penalty, cancel any Purchase Order placed by Distributor and accepted by Levitee, in whole or in part if: (a) Levitee discontinues its sale of Products or reduces or allocates its inventory of Products under Sections 7.6 or 7.7; or (b) Levitee determines that Distributor is in violation of its payment obligations under or has otherwise materially breached this Agreement. Distributor has no right to cancel or amend any Purchase Order once processed by Levitee.

9. MINIMUM ORDER COMMITMENT.

9.1 Minimum Order Commitment.

- (a) Commencing upon the expiration of the second Contract Quarter, the Distributor shall meet the Minimum Order Commitment for each Contract Quarter. Under no circumstances shall My Green Planet be responsible to Levitee or anyone else for its failure to fill or sell accepted orders, or for its delay in selling accepted orders.
- 9.2 Levitee's Remedies for Distributor's Failure to Meet Minimum Order Commitment. Subject to Section 9.4, if Distributor fails to achieve the Minimum Order Commitment:
- (a) Levitee may revoke Distributor's Exclusivity Rights for any country or region of the Territory by providing written notice to Distributor in which case that country or region will be deemed to be part of the Non-Exclusive Territory; or
- (b) commencing after expiration of the first Contract Year, terminate this Agreement under Section 13.2(b).
- 9.3 Effect of Revocation of Exclusivity Rights. If Levitee revokes Distributor's Exclusivity Rights for a country or region in accordance with Section 9.2(a), Distributor will:
- (a) continue to be permitted to promote, market, advertise, sell, and distribute the Products to Customers in that country or region; however, such rights will be Non-Exclusive Rights and will be subject to Section 3.3; and
- (b) no longer be required to meet the Minimum Order Commitment in respect of that Sub-Territory.
- 9.4 Carry-Forward. If in a Contract Quarter Distributor fails to meet the Minimum Order Commitment (such Contract Quarter, a "Deficient Contract Quarter") but in a previous Contract Quarter Distributor exceeded the Minimum Order Commitment (such Contract Quarter, a "Satisfactory Contract Quarter") then Distributor may carry forward from such Satisfactory Contract Quarter to the Deficient Contract Quarter the number of orders in excess/deficit of the Minimum Order Commitment and if the Excess Amount or Deficit Amount, when added to the number of orders in the Deficient Contract Quarter, meets, exceeds or deficient of the Minimum Order Commitment for the Deficient Contract Quarter, then Distributor will be deemed to have met the Minimum Order Commitment for that Deficient Contract Quarter. For clarity, carrying forward an Excess Amount to a subsequent Contract Quarter does not result in the underlying orders for Products being placed in a different Contract Quarter.
- 9.5 Adjustment to Minimum Order Commitment. Upon the expiration of each Contract Quarter, the Parties shall promptly meet and in good faith assess whether Levitee should adjust the Minimum Order Commitment. Levitee may adjust the Minimum Order Commitment by providing written notice to Distributor. Such adjustment will be deemed accepted and become effective at the commencement of the next Contract Quarter following the Contract Quarter in which notice of the adjustment was delivered.
10. SHIPMENT AND DELIVERY
- 10.1 Shipment and Delivery Requirements. Unless otherwise agreed in writing by the parties, Levitee shall deliver the Products in the quantities, to the applicable Delivery Point, and on the date(s) specified in the relevant Purchase Order, using Levitee's standard methods for packaging and shipping the Products. Levitee may, in its sole discretion, without liability or penalty, make partial shipments of Products, each of which constitutes a separate sale, and Distributor shall pay for the units shipped in accordance with the payment terms specified in Section 7.4, whether such shipment is in whole or partial fulfillment of a Purchase Order. Any time quoted for delivery is an estimate only.
- 10.2 Title and Risk of Loss. Title passes to Distributor upon delivery of the Products to the applicable Delivery Point. Risk of loss passes to Distributor upon shipment of the Products. Distributor bears all risk of loss or damage to the Products during shipment and is responsible for arranging insurance for Products during shipment, including, without limitation, return shipment.
- 10.3 Inspection and Acceptance of Products. Distributor shall inspect Products received under this Agreement. Within 160 hours after delivery of the Products, Distributor shall be deemed to have accepted the Products unless it earlier notifies Levitee in writing and furnishes written evidence or other documentation as reasonably required by Levitee that the Products:
- (a) are damaged, defective, contaminated, or otherwise do not conform to the specifications in the Purchase Order; or
- (b) were delivered to Distributor as a result of Levitee's error.

If Distributor notifies Levitee pursuant to this Section 10.33, then Levitee shall replace the Products or refund the price for the Products together with all shipping expenses incurred by Levitee in connection therewith.

Distributor shall ship at Levitee's expense and risk of loss, all goods to be returned, repaired or replaced under this Section 10.33, to Levitee's facility located at the address specified by Levitee in writing. If Levitee exercises its option to replace the Products, Levitee shall, after receiving Distributor's shipment of the Products under this provision, ship to Distributor, at Levitee's expense and risk of loss, the replaced Products to the applicable Delivery Point.

10.4 Return of Products. In addition to and without limiting its rights under Section 10.3, Distributor may return for Return Credit, Products purchased under this Agreement to Levitee for any or no reason; *conditional upon the following:*

- (a) Distributor returns the Products unused, undamaged, in their original, unopened packaging within 15 days after receipt by Distributor;
- (b) returns are made at Distributor's expense and risk of loss;
- (c) Distributor pays Levitee all applicable restocking fees, as set by Levitee from time to time;
- (d) Distributor provides Levitee with an itemized inventory of all Products returned under this Section 10.4; and
- (e) the Products are not obsolete or discontinued.

10.5 Exclusive Remedies. Distributor acknowledges and agrees that the remedies set out in Section 10.3 and Section 10.4 are its exclusive remedies for the events described in Sections 10.3(a) and (b).

11. LEVITEE'S TRADEMARK LICENSE GRANT.

11.1 License Grant. Subject to Levitee's then-current trademark quality standards and usage policies, which may be amended from time to time in Levitee's sole discretion, and the terms and conditions of this Agreement, Levitee hereby grants to Distributor and Distributor's Sub-distributor's a non-exclusive, non-transferable, and non-sublicensable license in the Territory during the Term solely on or in connection with the promotion, advertising, and resale of the Products in accordance with the terms and conditions of this Agreement to use all Levitee's Trademarks set forth on the Trademark Schedule, whether registered or unregistered, including the listed registrations and applications and any registrations, which may be granted pursuant to such applications. On expiration or earlier termination of this Agreement or upon Levitee request, Distributor and its Sub-distributor's shall promptly discontinue the display or use of any Levitee's Trademark or change the manner in which it is displayed or used with regard to the Products. Upon expiration or earlier termination of this Agreement, Distributor's and all Sub-distributor's rights under this Section 11 shall cease immediately. Other than the express licenses granted by this Section 10, Levitee grants no right or license to Distributor or its Sub-distributor's, by implication, estoppel or otherwise, to the Products or any intellectual property rights of Levitee or its affiliates.

11.2 Quality Control. Distributor's and its Sub-distributor's use of the Levitee's Trademarks will at all times be under the control of Levitee, and Distributor and its Sub-distributor's shall cooperate with Levitee in facilitating the exercise of such control by Levitee. Without limiting the generality of the foregoing, before using Levitee's Trademarks in any promotional materials, Distributor and its Sub-distributor's shall first obtain the prior written approval of Levitee for such use.

11.3 Trademark Legend. Distributor's and its Sub-distributor's use of the registered Trademarks shall only be in the form and manner, and shall be only with the following legend, or such other legend as may be prescribed from time to time by Levitee:

"[Trademark:™ or ®] is a trademark of Levitee Labs Holdings Inc., used under license."

or if the Trademark is used in Quebec:

"[Trademark: MC or MD] es tune marque de commerce de Levitee Labs Holdings Inc., employée sous licence."

11.4 Restricted Use. Distributor and its Sub-distributor's shall not use the Levitee's Trademarks, or marks confusingly similar with the Levitee's Trademarks, in their respective business names, domain names, or as a keyword in any search engine or social media marketing campaign, except with the prior written consent of Levitee.

12. RESALE PRICES.

12.1 MSRP. The table of Products in the Products Schedule sets out in the "MSRP" column Levitee's suggested resale prices for the Products sold to End Users in the Territory. These are suggested prices that Levitee believes accurately reflect the relative market for the Products, based on features, technology, and comparative competitive products. Levitee may update the MSRP for any Product from time to time by providing written notice to Distributor. Notwithstanding the foregoing, Distributor shall solely establish resale or advertised prices and Levitee retains no control over Distributor's advertised prices. This Section 12.1 is subject to Section 12.2

12.2 Required Pricing. Notwithstanding Section 12.1, the MSRP for each Product as set out in the Products Schedule is the mandatory resale price for Products sold to End Users in Canada or the United States. For sales of Products to End Users in Canada or the United States, Distributor, and its Sub-distributors and Resellers, shall advertise and sell the Products to End Users located in Canada or the United States only at the Product's MSRP.

For clarity, nothing in this Section 12.2 restricts the Distributor's ability to establish sales prices or advertising prices for the sale of Products to Sub-distributors or Resellers in Canada or the United States.

13. TERM; TERMINATION.

13.1 Term. The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until three years after such date (the "Initial Term"). This Agreement will automatically renew for successive 12-month terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of nonrenewal at least 30 days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

13.2 Termination Rights. The Parties may terminate this Agreement (including all related Purchase Orders pursuant to Section 13.3(a)) as follows:

- (a) Either Party may terminate this Agreement, upon written notice to the other Party:
 - (i) except as otherwise specifically provided under this Section 13.2, if the other Party is in material breach of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured within 30 days following the other Party's receipt of notice of such breach; or
 - (ii) if the other Party becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; and
- (b) Commencing after expiration of the first Contract Year, Levitee may terminate this Agreement, upon written notice to Distributor, if Distributor fails to meet the Minimum Order Commitment for any Contract Quarter.

13.3 Effect of Expiration or Termination. Upon the expiration or earlier termination of this Agreement:

- (a) All Purchase Orders not yet shipped are automatically terminated;
- (b) Each party shall:
 - (i) return to the other Party or destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information; and
 - (ii) permanently erase all of the other Party's Confidential Information from its computer systems, *except for* information required to be retained by applicable Law or information contained in any directors resolutions, in any document subject to solicitor-client privilege, or in any party's disaster recovery back-up files which shall be deleted by such party upon the normal expiration of such files. Such retained files will continue to be subject to confidentiality and non-use obligations:
- (c) Distributor shall at Levitee's expense:
 - (i) promptly return to Levitee all NFR Products; and
 - (ii) subject to Section 13.43, cease to represent itself as Levitee's authorized distributor regarding the

Products, and shall otherwise desist from all conduct or representations that might lead the public to believe that Distributor is authorized by Levitee to sell the Products.

13.4 Post-Term Resale. On the expiration or earlier termination of this Agreement, except for termination by Levitee under Section 13.2(a)(i), Distributor may, in accordance with the applicable terms and conditions of this Agreement, sell off its existing inventories of Products for a period of up to six months following the last day of the Term ("Post-Term Resale Period"). My Green Planet will not be constricted by MSRP pricing for this period at their discretion sell products at a price they deem acceptable.

13.5 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of either of the Parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Sections 4.1, 5.3, 5.4(f), 10.5, 11.4, 12.3, 12.4, 14, 15, 16, 17, 18, 19, and 20.

14. CONFIDENTIAL INFORMATION.

14.1 Definition. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") non-public or confidential information, including information about the Disclosing Party's business affairs, products, customers, pricing, discounts or rebates, business operations, plans, confidential intellectual property, trade secrets, third-party confidential information, other sensitive or proprietary information, and any other information that would reasonably be considered non-public, confidential, or proprietary given the nature of the information and the Disclosing Party's business or operations, whether or not marked "confidential" (collectively, "Confidential Information") including:

- (a) information concerning the Disclosing Party's and its affiliates' past, present and future business affairs including, without limitation, finances, supplier information, services, buyer information, pricing information, products, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies;
- (b) unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, software programs, unpublished patent applications and other confidential intellectual property;
- (c) designs, specifications, documentation, components, source code, object code, computer chips, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;
- (d) any third-party confidential information included with, or incorporated into, any information provided by the Disclosing Party included with, or incorporated in, any information provided by the Disclosing Party to the Receiving Party or its Representatives; and
- (e) other information that would reasonably be considered non-public, confidential or proprietary given the nature of the information and the Disclosing Party's business.

The term "Confidential Information" will not include information that, at the time of disclosure:

- (i) is, or thereafter becomes, generally available to and known by the public other than as a result of its disclosure, directly or indirectly, in breach of this Section 14 by the Receiving Party or any of its Representatives;
 - (ii) is, or thereafter becomes, available to the Receiving Party or its Representatives on a non-confidential basis from a third-party source, *on the condition that* such source was not prohibited from disclosing such Confidential Information to the Receiving Party or its Representatives by a legal, contractual or fiduciary obligation;
 - (iii) was already known by or in the possession of the Receiving Party or its Representatives, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party;
 - (iv) has been independently developed by the Receiving Party as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information;
- or

(v) must, or thereafter must, be disclosed under applicable Law.

14.2 Restrictions. The Receiving Party shall:

- (a) keep the Confidential Information strictly confidential and protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (b) not use Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement;
- (c) not, without the prior written consent of the Disclosing Party, disclose any such Confidential Information to any Person, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, in exercising its rights or performing its obligations under this Agreement, *on the condition that* such Representatives are subject to confidentiality and non-use obligations at least as strict as those contained in this Section 14.

14.3 Responsibility and Survival. The Receiving Party shall be responsible for any breach of this Section 14 caused by any of its Representatives. The provisions of this Section 14 will survive termination or expiration of this Agreement for a period of two years after such termination or expiration.

14.4 Return of Confidential Information. Upon expiration or termination of this Agreement, or at any time during the Term, at the Disclosing Party's written request, Receiving Party and its Representatives shall, in the manner described in and subject to Section 13.3(b), promptly return/destroy all Confidential Information including copies that it has received under this Agreement.

15. COMPLIANCE WITH LAWS. Distributor represents and warrants that it is in compliance with and covenants that it shall comply with all applicable Laws. Without limiting the generality of the foregoing, Distributor has and shall at all times, at its own expense, obtain and maintain in effect all certifications, credentials, authorizations, permissions, licenses, consents and permits materially necessary to conduct its business and to perform its obligations under this Agreement.

16. DISCLAIMER OF WARRANTIES. NEITHER LEVITEE NOR ANY PERSON ON LEVITEE'S BEHALF HAS MADE OR MAKES FOR DISTRIBUTOR'S OR ITS CUSTOMERS' BENEFIT ANY EXPRESS OR IMPLIED REPRESENTATION, WARRANTY OR CONDITION WHATSOEVER, INCLUDING ANY WARRANTIES OR CONDITIONS OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; OR (iv) NON-INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. DISTRIBUTOR ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION, WARRANTY OR CONDITION MADE BY LEVITEE, OR ANY OTHER PERSON ON LEVITEE'S BEHALF.

17. INDEMNIFICATION. Levitee shall indemnify, hold harmless, and defend My Green Planet and its Representatives (collectively, "Indemnified Party") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers (collectively, "Losses"), relating to any claim of a third party arising out of, relating to or occurring in connection with:

- (a) Distributor's acts or omissions as distributor of the Products, including negligence, willful misconduct or breach of this Agreement;
- (b) Distributor's advertising or representations that warrant performance of Products beyond that provided by Levitee's written warranty or based upon Distributor's business or trade practices;
- (c) Breach of any Sub-Distributor Contract by any Sub-distributor;
- (d) Breach of any Reseller Contract by any Reseller;
- (e) any failure by Distributor or its personnel to comply with any applicable laws;
- (f) allegations that Distributor breached its agreement with a third party as a result of or in connection with entering

into, performing under or terminating this Agreement.

18. LIMITATION OF LIABILITY.

18.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL LEVITEE OR ANY LEVITEE REPRESENTATIVE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER TO DISTRIBUTOR OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR AGGRAVATED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF:

- (a) WHETHER THE DAMAGES WERE FORESEEABLE;
- (b) WHETHER OR NOT LEVITEE WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND
- (c) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

18.2 CAP ON LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF LEVITEE AND LEVITEE'S REPRESENTATIVES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO LEVITEE UNDER THIS AGREEMENT IN THE THREE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM (OR IF NO AMOUNTS HAVE BEEN PAID TO LEVITEE OR ACCRUED BUT NOT YET PAID TO LEVITEE DURING SUCH THREE MONTH PERIOD, THEN \$1000).

19. RECALL.

19.1 Withdrawal Request. If Levitee determines that any Products sold to Distributor may be defective, at Levitee's request (a "Withdrawal Request"), Distributor shall withdraw all similar or identical Products from sale and, at Levitee's option, either return such Products at Levitee's expense to Levitee or destroy the Products at Levitee's expense and provide Levitee with written certification of such destruction.

19.2 Remedy. If Distributor returns all withdrawn Goods or destroys all withdrawn Goods and provides Levitee with written certification of such destruction within 15 days following Levitee's withdrawal request, in either case consistent with Levitee's instructions, Levitee shall:

- (a) repair or replace all such returned Products; or
- (b) replace such destroyed Products.

THIS SECTION 19.2 SETS FORTH DISTRIBUTOR'S SOLE REMEDY AND LEVITEE'S ENTIRE LIABILITY FOR ANY PRODUCTS THAT ARE WITHDRAWN UNDER SECTION 19.

20. MISCELLANEOUS.

20.1 Further Assurances. Upon Levitee's reasonable request, Distributor shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

20.2 Entire Agreement. This Agreement, including and together with any related exhibits, schedules, Purchase Orders, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. In the event of conflict between the terms of this Agreement and the terms of any Purchase Order or other document submitted by one Party to the other, the main body of this Agreement will control unless the Parties specifically otherwise agree in writing pursuant to Section 20.4.

20.3 Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the other Party at the address on page 1 of this

Agreement (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 20.3)

- 20.4 Amendment. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
- 20.5 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 20.6 Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 20.7 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute in any other agreement between the Parties or otherwise. Notwithstanding the previous sentence, the Parties intend that Distributor's remedies under Section 10.3 and 10.4 are the Distributor's exclusive remedies for the events specified therein.
- 20.8 Assignment. Except as expressly permitted under this Agreement, Distributor shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Levitee. Any purported assignment or delegation in violation of this Section 20.8 will be null and void. No assignment or delegation will relieve Distributor of any of its obligations hereunder. Levitee may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Distributor's prior written consent.
- 20.9 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
- 20.10 No Third-Party Beneficiaries.
- (a) Subject to the Section 20.10(b), this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
 - (b) The Parties hereby designate Levitee's Representatives as third-party beneficiaries of Section 17 and Section 18 with the right to enforce those provisions.
- 20.11 Choice of Law. This Agreement, including all exhibits, schedules, Purchase Orders, attachments and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Province of British Columbia, and the federal laws of Canada applicable therein without giving effect to any choice or conflict-of-laws provision or rule (whether of the Province of British Columbia or any other jurisdiction).
- 20.12 Arbitration. All disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the Vancouver International Arbitration Centre (VaniAC) pursuant to its applicable Rules. The place of arbitration will be Vancouver, British Columbia, Canada. The language of the arbitration will be English. The parties agree that either (any) party shall have a right of appeal pursuant to the VaniAC Rules with the grounds of appeal to be on a question of law or a question of mixed fact and law. Except for the appeal process under the VaniAC Rules, the parties agree that they will not appeal any arbitration decision, or decision of an Appeal Tribunal, to any court.
- 20.13 Choice of Forum. This Section 20.13 applies to the Parties only if Section 20.12 is declared unenforceable by a court or adjudicator of competent jurisdiction. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, Purchase Orders, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort (including negligence), fraud, and statutory claims, in any forum other than in the courts of the Province of British Columbia, Canada, and each Party

irrevocably and unconditionally submits to the exclusive jurisdiction of such courts in any such action, litigation or proceeding. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

- 20.14 Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including exhibits, schedules, Purchase Orders, attachments and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, Purchase Orders, attachments or appendices attached to this Agreement, or the transactions contemplated hereby.
- 20.15 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 20.3, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 20.16 Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement (but excluding Distributor's payment obligations) will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's reasonable control, without such Party's fault or negligence, and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, solar flares, pandemics, workplace shutdowns required by Law, embargoes, explosions, riots, wars or acts of terrorism) (each, a "Force Majeure Event"). A Party shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. An affected Party shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.
- 20.17 Equitable Relief. Distributor acknowledges and agrees that a breach or threatened breach by Distributor of this Agreement would cause Levitee irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, notwithstanding Section 20.13, Levitee will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 20.18 Independent Legal Advice. By signing this Agreement, each Party hereto acknowledges and confirms that: (a) such Party has either obtained independent legal advice with respect to the terms of this Agreement or that such Party has, despite having been given the opportunity to do so and being encouraged to do so, declined to seek independent legal advice with respect to the terms of this Agreement; and (b) such Party understands the terms of, and such Party's grants, rights, obligations, and releases under, this Agreement.

Each Party is signing this Agreement on the date stated below that Party's signature.

GREEN PLANET WHOLESALE LTD.

LEVITEE LABS HOLDINGS INC.

By its authorized signatory:

By its authorized signatory:

/s/ Justin Chorbajian

/s/ Pouya Farmand

Justin Chorbajian, CEO

Pouya Farmand, CEO

Date: Dec 29 2020

Date: Dec 29 2020

Products Schedule

Product	MSRP
Sporeo™ Substrate	[redacted]
Sporeo™ Spawn	[redacted]
Sporeo™ Casing	TBD
Sporeo™ Blue Oyster Grow Kit	TBD
Sporeo™ Oyster Grow Kit	TBD
Sporeo™ Lion's Mane Grow Kit	TBD
Sporeo™ Pink Oyster Grow Kit	TBD

Purchase Price

The purchase price as between Levitee and Distributor for Products are as set out in Levitee's then-current wholesale price list, as updated from time to time.

Minimum Order Commitment

The initial Minimum Order Commitment per Contract Quarter is 225,000 5lbs bags of Spawn or Substrate, in the aggregate.

Trademark Schedule

1. Sporeo™
2. Levitee™
3. Levitee Nutraceuticals™

