

2. DEFINITIVE AGREEMENTS

Upon execution of this MOU, the Parties shall use their commercially reasonable efforts to negotiate a manufacturing and supply agreement together with such other ancillary agreements as the Parties deem necessary (the “**Definitive Agreements**”) to document the Proposed Manufacturing Venture, upon terms set out herein, or they may be modified through negotiation, and such other terms and conditions which the Parties negotiate and/or which are customary in a transaction of this type.

Except for paragraphs 4 to 9 of this MOU (the “**Binding Provisions**”), which are intended to create legally binding obligations between the Parties, nothing contained in this MOU shall constitute a contract, an offer to enter into a contract, be binding upon the Parties, or otherwise create legal obligations or rights of either of the Parties, including any obligation to enter into the Definitive Agreements which the Parties have indicated a desire to complete subject to the negotiation, preparation and execution of mutually acceptable Definitive Agreements.

3. STRUCTURE

The Definitive Agreements will address the following matters, among others:

- (a) Number of footwear styles to be manufactured by **Ahimsa** for Grounded;
- (b) Minimum and maximum order of footwear styles to be produced by **Ahimsa** for Grounded;
- (c) Pricing and payment for footwear to be produced by **Ahimsa** for Grounded;
- (d) Quality control standards;
- (e) Supply interruptions;
- (f) Purchase order logistics;
- (g) Order procedure;
- (h) Exclusivity;
- (i) Packaging;
- (j) Shipment, delivery, inspection and acceptance;
- (k) Transfer of title;
- (l) Rights of return/ Product warrant and recall;
- (m) Intellectual property ownership;
- (n) Invoices;

- (o) Most favoured customer;
- (p) Footwear material disclosure;
- (q) Standard reps and warranties for a transaction of this nature;
- (r) Inspection and audit rights;
- (s) Insurance;
- (t) Indemnification;
- (u) Damages; and
- (v) Term/Termination.

4. EXCLUSIVITY

The relationship between the Parties shall not be exclusive.

5. EXPIRY

If Definitive Agreements have not been executed on or before June 16th, 2021, either Party may, by written notice to the other, terminate this MOU provided that regardless of such termination, all binding obligations in this MOU shall remain in full force and effect for the periods set out herein.

6. CHOICE OF LAW

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia, Canada and the laws of Canada applicable therein. It is further agreed that all disputes, controversies or differences whatsoever arising under, in connection with or incident to this Agreement shall be exclusively governed by and construed and interpreted in accordance with the laws of British Columbia, Canada and the laws of Canada applicable therein, without regard to conflicts of laws.

7. COSTS

Whether the transaction contemplated herein is concluded or not, each Party shall bear their own costs involved in the transaction, whether disclosed or not including advisor fees, travel costs, etc.

8. CONFIDENTIALITY

Subject to usual exceptions, each party shall maintain the confidentiality of (i) the IP Rights and (ii) all other confidential information disclosed to it by another party from time to time, subject to permitted disclosure (to the extent appropriate) to the officers, directors, employees and advisors of the recipient of the information with a "need to know" and subject to their agreement as to confidentiality.

9. INTELLECTUAL PROPERTY

Each of the Parties acknowledges and agrees that each Party retains exclusive ownership of its IP Rights.

For the purpose of this section, “**IP Rights**” means all industrial and other intellectual property rights comprising or relating to: (a) patents; (b) trademarks; (c) internet domain names registered by any authorized private registrar or Governmental Authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, designs and industrial design registrations, whether or not registerable, including copyrights and copyrightable works, data, data files, and databases and other specifications and documentation; (e) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection under the laws of any jurisdiction in any part of the world.

10. REPRESENTATION

Ahimsa represents and warrants to Grounded that this Agreement has been duly authorized, executed and delivered by it, neither this Agreement nor the performance thereof is in conflict with its constating documents or any agreement to which it is a party and this Agreement is a valid and binding obligation of **Ahimsa**, enforceable against it in accordance with its terms, except that equitable remedies may only be granted in the discretion of a court of competent jurisdiction and subject to any applicable bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement, winding-up and other similar laws of general application affecting the enforcement of creditors’ rights generally.

[signature page to follow]

BY:

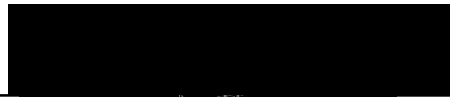
Ahimsa Industria E Comercio De Calcados Ltda.

A large black rectangular redaction box covering the signature of Gabriel Silva.

Gabriel Silva

I have the authority to bind the Corporation

GROUNDING CLOTHING INC.

A large black rectangular redaction box covering the signature of Maximillian Justus.

Maximillian Justus, Chief Executive Officer

I have the authority to bind the Corporation