

# NATURES FORMULAE

HEALTH PRODUCTS LTD.

300 – 2130 Leckie Place | Kelowna, British Columbia | V1Y 7W7  
Tel: (250) 717.5700 Fax: (250) 717.5771 Toll Free: 1.800.667.2535 Toll Free Fax: 1.888.769.3819  
www.naturesformulae.com

## MANUFACTURING AGREEMENT

THIS AGREEMENT dated for reference on the date **25 October 2022**

BETWEEN:

**ADAPTOGENICS HEALTH CORP.**, Suite 1100 – 1111 Melville Street, Vancouver British Columbia, V6E 3V6, (the “Customer”)

AND:

**NATURES FORMULAE HEALTH PRODUCTS LTD.**, a body corporate duly incorporated pursuant to the laws of the Province of British Columbia with a registered and records office located at 301-1665 Ellis Street, Kelowna, British Columbia, Canada, V1Y 7W7

(the “Manufacturer”, and together with the Customer, the “Parties” and each, a “Party”)

### BACKGROUND:

- A. This agreement outlines the general terms of trade between the parties.
- B. The attached Term Sheet forms part of the agreement. Any terms that may be inconsistent between this Agreement and the Term Sheet shall be governed by the terms of the most recent Term Sheet.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### Article 1. Definitions

“Customer Supplied Goods” means those raw materials and packaging materials supplied by the Customer which are used to produce the Product.

“Intellectual Property Rights” means all industrial and other intellectual property rights comprising or relating to: (a) patents; (b) Trademarks; (c) internet domain names, whether or not Trademarks, 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 copyrightable, including copyrights and copyrightable works, software and firmware, data, data files, and databases and other specifications and documentation; (e) Trade Secrets; and (f) 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.

**“Person”** means any individual, partnership, corporation, trust, unlimited liability company, unincorporated organization, association, governmental authority or any other entity.

**“Product”** shall mean any product as agreed upon between the parties from time to time.

**“Product Specifications”** means any Product specifications or descriptions set out in the product rationale, Manufacturer’s quote letter, R&D quote letter, or as agreed to by the Manufacturer and the Customer; and/or any generally recognized standards in connection with the Product; and/or any samples of the Product provided to, and approved by, the Customer.

**“Term Sheet”** means, if applicable, the term sheet agreed to by the Parties setting out additional terms to this Agreement and attached to this Agreement as Schedule “A”.

**“Trademarks”** means all rights in and to Canadian and foreign trademarks, trade dress, trade and business names, brand names, logos, design rights, corporate names and domain names and other similar designations of source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world.

**“Trade Secrets”** means all inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections, patent disclosures and other confidential and proprietary information and all rights therein.

## **Article 2. Intellectual Property Rights**

**Section 2.1 Ownership.** The Parties acknowledge and agree that:

- (a) the Manufacturer will retain all Intellectual Property Rights used to create, embodied in, used in and otherwise relating to the manufacturing process relating to the Product; and
- (b) if the Customer provides the recipe for the Product, or if the Customer has engaged the Manufacturer to provide the recipe pursuant to a separate research and development agreement, the Customer owns the rights to the recipe; and
- (c) If the Customer uses a recipe owned by the Manufacturer, the Customer shall not acquire any ownership interest in any of Manufacturer’s Intellectual Property Rights, including those related to the recipe or the manufacturing process.

## **Article 3. Term**

**Section 3.1** Unless otherwise terminated pursuant to the terms of this Agreement or applicable law, this Agreement shall remain in force for a period of three years from the date of execution of this Agreement. Thereafter, this

Agreement will be renewed automatically for successive one-year terms until terminated pursuant to the terms of this Agreement.

**Section 3.2** Either Party may terminate this Agreement by providing the other Party with three months written notice.

**Section 3.3** Either Party may terminate this Agreement without notice or another act if:

- (a) the other Party is in default in any material respect in the performance of any of its obligations under this Agreement or otherwise commits any material breach of this Agreement, and such default continues after thirty days' written notice from the non-defaulting Party to the defaulting Party stating the particulars of such default;
- (b) bankruptcy or insolvency proceedings are instituted by or against the other Party, or the other Party is adjudicated a bankrupt, becomes insolvent, makes an assignment for the benefit of creditors or proposes or makes any arrangements for the liquidation of its debts or a receiver or receiver and manager is appointed with respect to all or any part of the assets of the other Party;
- (c) the other Party breaches the most recent non-disclosure agreement entered into by the Parties.

**Section 3.4** Any termination under this Agreement shall automatically operate as an order cancellation.

**Section 3.5** Upon any termination, Customer Supplied Goods shall be returned to the Customer at the Customer's cost.

**Section 3.6** Any documents required to be held at the Manufacturer post termination for regulatory reasons will be maintained by the Manufacturer.

**Section 3.7** Notwithstanding any such termination all representations and warranties of the Parties set out in this Agreement and all obligations of indemnification herein shall survive and continue to bind the Parties for three years after the date of termination.

#### **Article 4. Customer's Obligations**

**Section 4.1** The Customer shall:

- (a) Customer Supplied Goods must be accompanied by a packing slip, Certificate of Analysis and Safety Data Sheet (where applicable) when shipped to the Manufacturer;
- (b) Provide recipe and Product support to the Manufacturer, by answering technical questions and Product quality control questions promptly;
- (c) Provide an itemized list of all items including weight and/or quantity of Customer Supplied Goods prior to arrival. Additional handling fees will be charged if Customer Supplied Goods are not properly organized, labelled, counted or contain the proper documentation prior to arriving at the Manufacturer.

**Section 4.2** The Customer acknowledges that it is responsible for the quality of any Customer Supplied Goods and is to ensure that such materials are suitable for inclusion in the Product. Customer will be notified if any Customer Supplied Goods do not meet quality standards and must provide Manufacturer with replacement materials. Customer acknowledges the Product will not be scheduled into production until all materials are at the Manufacturer's facility. Raw materials and/or packaging materials that need

to be destroyed will be shipped back or disposed of by Manufacturer at the Customer's expense. The Customer acknowledges that it is responsible for label compliance and must follow the labeling guidelines and requirements established by the governing agency in each country where the manufactured product is being sold (Health Canada, Canadian Food Inspection Agency, US-FDA etc.)

**Section 4.3** Customer acknowledges its responsibility to provide reasonable annual sales forecast numbers to Manufacturer. Manufacturer agrees that these are non-binding estimates.

## **Article 5. Manufacturer's Obligations**

**Section 5.1** The Manufacturer shall:

- (a) Supply some or all of the raw materials and packaging for the production of the Product as agreed with the Customer;
- (b) Upon receipt, verify the Customer Supplied Goods and other raw materials with the packing slip, purchase order and Certificate of Analysis;
- (c) Manufacture the Product in accordance with the agreed upon Product recipe;
- (d) Prepare the Product for shipping in accordance with the packaging requirements of the Customer and complying with Federal and Provincial regulations as to safety and packaging;
- (e) Store the Product until the Product is due to be shipped from the Manufacturer's premises.

**Section 5.2 Disclaimer of Other Representations and Warranties: Non-Reliance.** Except for the product warranty set forth in Article 13 to this Agreement, (a) neither the Manufacturer nor any Person on Manufacturer's behalf has made or makes any express or implied representation, warranty or condition whatsoever, either oral or written, including any implied conditions or warranties of merchantability, fitness for a particular purpose, title, or performance of goods or products to standards specific to the country of import, whether arising by law, course of dealing, course of performance, usage of trade or otherwise, all of which are expressly disclaimed, and (b) Customer acknowledges that it has not relied upon any representation or warranty made by Manufacturer, or any other person on Manufacturer's behalf, except as specifically provided in Article 13 of this Agreement.

## **Article 6. Production**

**Section 6.1** The Customer shall place written purchase orders for its requirements of the Product, setting forth the Product required, the quantity of the Product ordered, the requested delivery date of the Product, the billing address and preferred shipping instructions. By issuing a purchase order to the Manufacturer, the Customer makes an offer to purchase Products under the terms and conditions of this Agreement and the order terms contained in such purchase order, and on no other terms. The Manufacturer will review and, where necessary, revise the price where the price has not been requested within 15 days and revise other terms as necessary. Any changes must be reflected in a new purchase order. Manufacturer will acknowledge in writing the acceptance of the purchase order.

**Section 6.2** The Parties recognize that orders for custom manufactured Product are produced by specific batch sizes. The final Product for the order may be over or under the ordered amount of Product by approximately 10% (+/-) ("**Variation**"). The Customer will be shipped and invoiced for the entire quantity of Products that are manufactured.

**Section 6.3** Manufacturer requires that the Customer provides 110% of the Customer Supplied Goods in respect of any production run to ensure that Manufacturer can fill all Product produced in a batch. Customer agrees to be invoiced for any excess manufactured product if additional 10% packaging is not supplied to Manufacturer.

**Section 6.4** At the completion of production, all unused Customer Supplied Goods will be shipped to the Customer. It is the Customer's responsibility to use any remaining materials purchased by the Manufacturer specifically for the Customer prior to the expiration date.

**Section 6.5** If any order is terminated or cancelled by the Customer in whole or in part at any time prior to delivery of the Product, then the Manufacturer will calculate the costs incurred since the order had been placed. Costs will include a profit margin. The Customer agrees to pay all costs including any transportation, handling and storage charges incurred up to the time of the cancellation and the subsequent costs to return any goods to the Customer.

#### **Article 7. Production Volumes**

**Section 7.1** Products being manufactured for the first time will require a small-scale production run ("**Pilot Run**") to be completed by the Manufacturer prior to fulfilling any commercial quantity purchase order. The Pilot Run quantity will be determined by the Manufacturer. Upon completion of the Pilot Run, the finished product will be invoiced and shipped to the Customer for review and approval. If the Pilot Run product does not meet the specifications, corrective measures will be discussed with and agreed to in writing by both parties. The Customer will be invoiced for the full cost of all Pilot Run orders regardless of the outcome unless it is established that the Manufacturer is solely responsible for any errors. The Customer will provide Manufacturer written approval to proceed with completing the production on the remaining units and the Manufacturer will schedule and complete the purchase order in a reasonable time period. The Customer understands and agrees that a pilot run fee will be assessed in addition to the costs of the Product manufactured. Pricing corrections may be necessary due to any additional raw materials, packaging, manufacturing labour or procedural changes identified during the Pilot Run.

**Section 7.2** Manufacturer may be required to maintain retained samples on behalf of the Customer. The manufacture of these units will be charged to the Customer and will be stored with the Manufacturer if required by regulatory authorities. Costs for the on-going testing and storage of the retained samples will be agreed upon between the Parties.

#### **Article 8. Price**

**Section 8.1** The Manufacturer shall provide a written quote for production of the Product on a per unit basis to the Customer. Quotes expire in 15 days.

**Section 8.2** Special packing and shipping requirements, including but not limited to, the number of units per shipping box, number of boxes per pallet, pallet height, weight restrictions, special wrapping or labelling requirements or any specific international requirements must be discussed in advance of placing the purchase order. Customer agrees to additional charges added to the invoice for any special packing and/or shipping requirements requested after purchase order is placed.

#### **Article 9. Shipping**

**Section 9.1** Shipping methods are at the Customer's request, but all quoted prices from the Manufacturer are F.O.B. from the Manufacturer's production facility in Kelowna, British Columbia. Manufacturer may, in its sole discretion, without liability or penalty, make partial shipments of the Product to the Customer. Each shipment will constitute a separate sale and the Customer shall pay for the Product shipped, whether such shipment is in whole or partial fulfillment of a purchase order.

**Section 9.2** Customer acknowledges that it is solely responsible to insure the Product upon the Manufacturer's tender of the Product to the carrier. Customer agrees to have Product shipped within 5 business days upon invoicing unless otherwise agreed to by Manufacturer. All additional fees and expenses, including, but not limited to, those covering storage and freight shall be payable by the Customer upon final invoice.

**Section 9.3** Delivery dates set forth in any confirmation or acknowledgment of purchase order shall be deemed to be estimates only and the Manufacturer will ship any such order or portion thereof subject to availability of the Product and the Customer will accept such shipment of such order or portion thereof at the time it is delivered.

## Article 10. Payment Terms

**Section 10.1** The Customer shall pay a 50% deposit with each purchase order and any remaining amount on each Manufacturer invoice for the Product prior to the release of the finished Product unless alternate payment terms have been otherwise agreed to and are included on the most recent Term Sheet.

**Section 10.2** Customer payments can be made by cheque, bank wire transfer, e-transfer or credit card (VISA or Mastercard only). Credit Card payments are subject to an additional 3.5% processing fee.

**Section 10.3** If Customer is in arrears under this Agreement, then the Manufacturer will apply late fee charges of 2% per month of the total invoice.

**Section 10.4** Customer shall pay all costs including reasonable legal fees, incurred by the Manufacturer in collecting overdue amounts.

**Section 10.5** The Customer shall notify the Manufacturer in writing of any disputes with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within ten business days from the Customer's receipt of such invoice. The Parties shall seek to resolve any such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, the Customer shall continue performing its obligations under this Agreement during any such dispute, including the Customer's obligation to pay all due and undisputed invoice amounts in accordance with the terms of this Agreement.

## Article 11. Force Majeure

**Section 11.1** In case of force majeure preventing or hindering the Customer from delivering materials to the Manufacturer or the Manufacturer from receiving or producing the Product, the Party affected may give written notice to the other containing reasonable particulars of the force majeure in question and the effect of such force majeure as it relates to the obligations of the affected Party and such Force Majeure shall not constitute a default, provided that the Party affected by the delay makes reasonable efforts to correct the reason for such delay. Such notice shall entitle the affected Party to suspend deliveries or payments, as the case may be. For the purpose of this Agreement, "**Force Majeure**" shall mean any of the following events beyond the control of the Parties:

- (a) lightning, storms, earthquakes, landslides, floods, washouts, pandemics and other acts of God;
- (b) substantial or material fires, explosions, breakage of or accidents to plant, machinery, equipment and storage;
- (c) strikes, lockouts or other industrial disturbances;
- (d) civil disturbances, sabotage, war, blockades, insurrections, vandalism, riots, epidemics;
- (e) inability to obtain supplies necessary to manufacture and package the Product at the Manufacturer's plants, if inability is industry-wide among similar manufacturers or inability to obtain electric power, water, fuel or other utilities, or services necessary to operate the plants, or
- (f) any other material event that could reasonably be considered to be force majeure by reason that it is beyond the control of the Party affected;

but shall not include the inability of either Party to obtain financing or any other financial inability on the part of either Party.

## **Article 12. Title to the Product**

**Section 12.1** Title to the Product shipped under any shipment passes to the Customer upon the Manufacturer's tender of the Product to the carrier. Risk of loss to the Product passes to the Customer upon the Manufacturer's tender of the Product to the carrier.

## **Article 13. Customer's Exclusive Remedy for Defective Goods**

**Section 13.1** The Manufacturer warrants to the Customer that at the time the Product is tendered to the carrier, the Product will conform, in all material respects, to the Product Specifications.

**Section 13.2** This Article does not apply to any Product that:

- (a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Manufacturer;
- (b) has been reconstructed, repaired or altered by Persons other than Manufacturer; or
- (c) has been used with any third-party products or product that has not been previously approved in writing by Manufacturer.

**Section 13.3** The Customer's remedy under this Article 13 is conditioned upon the Customer's compliance with its obligations under Section 13.3(a) below. With respect to any allegedly defective Product:

- (a) the Customer shall notify the Manufacturer, in writing, of any alleged claim or defect within 10 business days from the date the Customer discovers, or upon reasonable inspection should have discovered, such alleged claim or defect; and
- (b) the Customer shall ship, at its expense and risk of loss, such allegedly defective Products to Manufacturer's facility for inspection and testing by the Manufacturer; and
- (c) if the Manufacturer's inspection and testing reveals, to Manufacturer's reasonable satisfaction, that such Products are defective and any such defect has not been caused or contributed to by any of the factors described under Section 13.2, the Manufacturer and the Customer shall determine the appropriate remedy based on the nature of the defect, including, without limitation, a recall of the Products in accordance with the requirements of Health Canada.

The Customer has no right to return for replacement, credit or refund any Product except as set forth in this Article 13. In no event shall the Customer reconstruct, repair, alter or replace any Product, in whole or in part, either itself or by or through any third-party.

**Section 13.4** Customer acknowledges that where the Product is deemed unworthy, the Customer is responsible for the costs of its materials utilized to create the Product, except where the Manufacturer has been solely negligent.

## **Article 14. Indemnity**

**Section 14.1 Mutual Indemnification.** Subject to the terms and conditions of this Agreement, either Party (as "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party and its officers, directors, employees and agents (collectively, "**Indemnified Parties**") 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, disbursements and charges, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by any Indemnified Party in a judgment (collectively, "**Losses**"), arising out or resulting from any third-party Claim, including any claims from the Customer's customers or any direct Claim against Indemnifying Party alleging:

- (a) a breach or non-fulfillment of any of Indemnifying Party's representations, warranties, conditions or covenants set forth in this Agreement;

- (b) any gross negligent or more culpable act or omission of Indemnifying Party or any of its representatives (including any recklessness or wilful misconduct) in connection with Indemnifying Party's performance of its obligations under this Agreement;
- (c) any bodily injury, death of any Person or damage to real or tangible personal property caused by the negligent acts or omissions of Indemnifying Party or any of its Representatives; or
- (d) any failure by Indemnifying Party or its personnel to materially comply with any applicable laws.

**Section 14.2 Exceptions and Limitations on Indemnification.** Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify or defend any Indemnified Party against any Claim (whether direct or indirect) if such Claim or the corresponding Losses result directly from Indemnified Party's or its personnel's gross negligence or more culpable act or omission (including recklessness or wilful misconduct).

**Section 14.3 Exclusive Remedy.** Article 13 sets forth the entire liability and obligation of each Indemnifying Party or the Manufacturer and the sole and exclusive remedy for each Indemnified Party.

**Section 14.4 Assumption of Risk.** Without limiting the generality of the foregoing, the Customer assumes all risk and liability for the results obtained by the use of any Products in the practice of any process, whether in terms of operating costs, general effectiveness, success or failure, and regardless of any oral or written statements made by the Customer, by way of technical advice or otherwise, related to the use of the Product.

#### **Article 15. Insurance**

**Section 15.1** Parties shall each procure and maintain, in full force and effect, a comprehensive general liability insurance policy or policies with personal injury liability blanket, contractual liability and completed operations liability insurance endorsements protecting against any loss, liability or expense due to personal injury, death or property damage or otherwise arising out of or occurring in connection with the business of the Customer and the Manufacturer.

**Section 15.2** Customer acknowledges that any materials owned by the Customer and delivered to Manufacturer are insured by the Customer at its costs.

**Section 15.3** A certificate of insurance shall be provided to any Party upon the other Party's written request.

#### **Article 16. Audit and Certification**

**Section 16.1 Scope of Audit.** The Customer, its agents or designates shall have the right to enter on to the premises of the Manufacturer and work with the Manufacturer's Quality Control Technicians for the purposes of confirming compliance with the requirements in the Customer Contracts, including, without limitation, proper quality control procedures. Audits will be conducted during regular hours of operation, and at the Customer's sole cost and expense. Audit dates will be determined at the Manufacturer's sole discretion and audit staff will be required to sign a non-disclosure agreement (NDA) prior to entry.

**Section 16.2 Certification.** Should a Product be certified by an accredited third-party certification body, the Manufacturer shall, as applicable:

- (a) comply with the appropriate third-party certifier as directed by the Customer and/or as required by applicable law;
- (b) ensure that all of its facilities and/or operations are maintained, and all of its policies and procedures are implemented, in a manner which will not compromise such certification; and



- (c) have all necessary safeguards in place which will prevent against any ingredients or other elements coming in contact with the Product that could compromise such certification. The Manufacturer acknowledges and agrees that to the extent a Product is required to be certified, the third-party certifier may require the Manufacturer to sign an agreement or other permission form, and the Manufacturer agrees to co-operate with the third-party certifier and/or the Customer, as required.

**Section 16.3 Certification and Audit Fees.** The Customer is responsible for: time incurred by the Manufacturer to attend to any certification and audit procedures requested by the Customer; and any certification cost, or audit fees. This includes audits by third parties that relate directly to the Customer's Products. Manufacturer will invoice based upon standard rates and actual hours spent on behalf of the Customer.

#### **Article 17. Dispute Resolution**

**Section 17.1** Any dispute arising under this Agreement will be resolved exclusively in accordance with the following procedures:

- (a) Such dispute will first be submitted for resolution to an officer of each of the Parties. Such executives will endeavor, diligently and in good faith, to resolve the dispute within 30 days. If the dispute has not been resolved by that time, either Party may pursue the dispute under Section 17(b).
- (b) Any dispute under this Agreement that is not resolved under Section (a) shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein. Any action or proceeding arising out of or relating to this Agreement will be instituted in the courts situated in the City of Kelowna in the Province of British Columbia and each party submits to the exclusive jurisdiction of such courts in any action or proceeding.

#### **Article 18. General Information**

**Section 18.1 Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

**Section 18.2 Interpretation.** Words importing the singular number include the plural and vice versa and words importing gender include all genders.

**Section 18.3 Headings.** The division of this Agreement into paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**Section 18.4 Waiver.** No waiver on behalf of any Party of any breach of the provisions shall be effective or binding on such Party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such Party's rights with respect to any future breach of any of the provisions of this Agreement.

**Section 18.5 Successors and Assigns.** This Agreement shall be binding on and enure to the benefit of the successors and assigns of both Parties and all persons or corporations succeeding to or acquiring the business now carried on by the Customer or the Manufacturer.

**Section 18.6 Entire Agreement.** This Agreement signed by both Parties constitutes a final written expression of all of the terms of this Agreement and is a complete and exclusive statement of those terms.

**Section 18.7 Counterparts.** This Agreement may be executed in counterparts, each of which is deemed to be an original, but all of which together is deemed to be one and the same Agreement. Notwithstanding anything to the contrary herein, a signed copy of this Agreement delivered by facsimile, email or other electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Article 19. Notices**

**Section 19.1** Any notice shall be in writing and shall be delivered:

if to the Manufacturer at:

**Natures Formulae Health Products Ltd.**

300-2130 Leckie Place, Kelowna, British Columbia, Canada, V1Y 7W7

email: [legal@naturesformulae.com](mailto:legal@naturesformulae.com)

if to the Customer at:

**Adaptogenics Health Corp.**

Suite 1100 – 1111 Melville Street, Vancouver British Columbia, V6E 3V6

Email: [daryl@adaptogenicshealth.com](mailto:daryl@adaptogenicshealth.com)

IN WITNESS OF THIS AGREEMENT the Parties hereto have signed this Agreement to be effective on the date first written above.

**NATURES FORMULAE HEALTH PRODUCTS LTD. by its authorized signatory:**

**ADAPTOGENICS HEALTH CORP. By its authorized signatory:**

**Per:**

*"Gary Pearson"*

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**Per:**

*"Daryl Ware- Lane"*

\_\_\_\_\_

**Name:**

Gary Pearson

\_\_\_\_\_

**Name:**

Daryl Ware-Lane

\_\_\_\_\_

**Title:**

CEO

\_\_\_\_\_

**Title:**

CEO

\_\_\_\_\_



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**SCHEDULE "A"**

**TERM SHEET - 25 October 2022**

**1) Background:**

- a) This Term Sheet represents the Parties' agreement to additional terms and conditions for the manufacture of the Product as defined in the Manufacturing Agreement dated 25 October 2022.
- b) The Parties agree that this Term Sheet will be incorporated by reference in the Manufacturing Agreement. In the event of any inconsistency between these terms and the provisions of the Manufacturing Agreement, the terms of this Term Sheet will supersede those of the Manufacturing Agreement.
- c) Any defined terms used herein will have the meaning ascribed to them in the Manufacturing Agreement.

In witness hereof, the Parties have signed this Term Sheet to be effective on the date referenced above.

**NATURES FORMULAE HEALTH PRODUCTS LTD. by its authorized signatory:**

**ADAPTOGENICS HEALTH CORP. By its authorized signatory:**

**Per:**

*"Gary Pearson"*

\_\_\_\_\_

**Per:**

*"Daryl Ware-Lane"*

\_\_\_\_\_

**Name:**

Gary Pearson

\_\_\_\_\_

**Name:**

Daryl Ware-Lane

\_\_\_\_\_

**Title:**

CEO

\_\_\_\_\_

**Title:**

CEO

\_\_\_\_\_