

SUPPLY AGREEMENT

THIS SUPPLY AGREEMENT (the “**Agreement**”) is made and entered into as of _____, 2019 (the “**Effective Date**”), by and between **Om Organics Inc.**, having an office at 1360 Industrial Road #4, Invermere, British Columbia, Canada V0A 1K5 (“**Om Organics**”), and insert Customer name, having its principal place of business at insert address (“**Customer**”).

Recitals

A. Om Organics is engaged in developing, marketing, selling and making use of its proprietary formulations to provide plant-based skin, hair and body care products;

B. Customer desires to purchase certain wholesale Om Organics’ products on an ongoing order by order basis;

C. Om Organics is willing to supply certain of its products to Customer, under the terms and conditions set forth herein, which shall apply to the provision by Om Organics to Customer of all goods and services under this Agreement and any subsequent order(s) more specifically described in an ordering document(s) issued by Om Organics and signed by the parties (the “**Ordering Document**”) to the exclusion of other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order, or other similar document.

NOW, THEREFORE, for good and valuable consideration, which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** For purposes of this Agreement the following terms shall have the meanings set out below:
 - a) “**Agreement**” means this Agreement and each Ordering Document issued by Om Organics and signed by the parties for the sale and purchase of Goods and/or Services;
 - b) “**Delivery Date**” means the date specified by Om Organics when the Goods are to be delivered, or the date on which delivery takes place, whichever is the later;
 - c) “**Delivery Destination**” means the location specified in an Ordering Document for the delivery of the Goods ordered by the Customer under that Ordering Document;
 - d) “**Goods**” means the one or more units of goods manufactured, marketed, distributed, sold and/or supplied by Om Organics that are to be provided to Customer by Om Organics, as set forth in an Ordering Document;
 - e) “**Services**” means those services that are provided or are to be provided to Customer by Om Organics, as set forth in an Ordering Document.
2. **Provision of Goods and Services.** The placing of any order by the Customer orally or in writing and whether or not a quotation has been submitted shall constitute an offer by the Customer pursuant to this Agreement and such order shall be part of this Agreement if and when such an offer is accepted in writing by Om Organics under an Ordering Document.
3. **Delivery.** Delivery shall take place by such method as Om Organics in its sole discretion decides, to the Delivery Destination specified by the Customer, on or as close to the Delivery Date as is reasonably practicable for Om Organics to determine in its sole discretion in the circumstances. The Delivery Date is approximate only, and unless otherwise expressly agreed in writing by Om Organics, time is not of the essence for delivery. Delivery terms are otherwise subject to change without notice from Om Organics. No delay in the delivery of the Goods shall affect the price of the Goods or entitle the Customer to reject any delivery or any further instalment or part of the order or any other order from the Customer or to repudiate the order. If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, Om Organics shall be entitled to store or arrange for the

storage of the Goods and upon informing the Customer of same, risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to Om Organics all costs and expenses including storage and insurance charges arising from such failure.

4. **Prices.** Sales literature, price lists, information made available via Om Organics’ website www.omorganicscanada.com/ (the “**Site**”) and other documents issued by Om Organics in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. In such cases where the Goods are sold by reference to Om Organics’ published price list, the price payable for the Goods shall be the price stipulated in Om Organics’ published price list current at the date of the applicable Ordering Document or the date on which the Goods were ordered by the Customer (as applicable). Om Organics reserves the right to decline orders under previously issued price lists. Om Organics may also at its sole discretion only accept orders at prices pursuant to unexpired price lists issued in the current calendar year. Otherwise, the price payable for the Goods shall be the price agreed upon by Om Organics and the Customer. Notwithstanding anything to the contrary herein, Om Organics reserves the right, by informing the Customer in writing, verbally or otherwise, at any time before delivery or provision of the Goods, to change prices of the Goods to reflect any increase in the cost to Om Organics which is due to any factor beyond the control of Om Organics (including, without limitation, any changes in laws or regulations foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials, supplies, utilities, packaging, transportation or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and Services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Om Organics adequate information or instructions. All dollar amounts shall be in the currency set out on the Ordering Document unless otherwise agreed in writing by Om Organics. All of Om Organics’ charges in and under each Ordering Document and each order are exclusive of sales, usage, or goods and services taxes, and any customs, excise or other duties or charges, including charges imposed or levied by any governmental taxing authority (other than income) in respect of the Goods and/or Services or in respect of the manufacture, transportation, export, import, sale or delivery thereof, each of which shall be added to the purchase price hereunder and are the sole responsibility of Customer. The price is exclusive of freight costs unless otherwise agreed in writing by Om Organics.
5. **Terms of Payment.** Unless otherwise agreed to in writing by Om Organics under an Ordering Document, all orders for Goods are to be paid in advance of Om Organics processing any orders for Goods. If Om Organics agrees in writing to credit terms, the Customer shall pay the price of the Goods (less any discount or credit allowed by Om Organics, but without any other deduction, credit or set off) within thirty (30) days following the date of Om Organics’ invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and Om Organics under an applicable Ordering Document. If at any time Om Organics is not satisfied as to the creditworthiness of the Customer, Om Organics may, at its sole discretion, refuse to allow any further credit-based

purchases and change the terms of payment for any and all existing orders to cash and all amounts owing by the Customer to Om Organics shall be immediately payable in whatever form acceptable to Om Organics (whether by wire transfer, credit card payment, cheque, cash or otherwise). If Om Organics is not satisfied as to the creditworthiness of the Customer, then at Om Organics sole discretion, no further orders for Goods shall be processed and no existing Goods shall be delivered or provided to the Customer other than against immediate payment in a form of payment acceptable to Om Organics. The Customer may not withhold payment of any invoice or other amount due to Om Organics by reason of any right of set-off or counterclaim which the Customer may have or allege to have or for any reason whatsoever.

6. **Late Payment.** Om Organics reserves the right to add a late charge not exceeding 2% per month (24% per annum), or fraction thereof, for Customer's failure to make a payment on or before the due date, together with all of Om Organics' expenses, collection costs and reasonable attorney's fees incurred in enforcing this Agreement, and such interest shall accrue at such rate after as well as before judgement. In addition, Customer acknowledges and agrees that its failure to pay any of Om Organics' charges when due and to remedy such non-payment of charges within fifteen (15) days of such due date, may, at Om Organics' election, result in suspension of Om Organics' provision of Goods and/or Services (including cancellation of delivery of any Goods due the Customer and/or appropriation of any payment made by the Customer with respect to the Goods as Om Organics sees fit in its sole discretion), without derogating from any other rights and remedies available to Om Organics, which are cumulative, and not exclusive.
7. **Risk and Title.** Risk of damage to or loss of and title to the Goods shall pass to the Customer at shipping point. Notwithstanding shipping (or delivery) and the passing of risk in the Goods, or any other provision of this Agreement, legal and beneficial title to the Goods shall not pass to the Customer until Om Organics has received cash or cleared fund payment in full of the price of the Goods.
8. **Returns Policy.** Goods may be returned within thirty (30) days of receipt with satisfactory proof of purchase, provided that the Goods are intact with all original, sealed packaging and tags attached (if applicable) and in saleable condition. Damaged or defective goods may be returned in accordance with Section 13. The value of any Goods returned pursuant to this Agreement that are not replaced or repaired pursuant to Section 13 will be credited to Customer's future orders.
9. **Intellectual Property Rights.** Om Organics reserves all right, title and interest in and to Om Organics' intellectual property rights in and to the Goods.
10. **No Reverse Engineering.** Customer shall not (and shall not allow or otherwise engage any third party, user, employee or contractor to): (a) analyze, reproduce, replicate, modify, disassemble, reformulate, create derivative products or formulations from or otherwise reverse engineer the Goods (or any part or component of the Goods) or attempt to reconstruct, create or recreate, derive or discover (or attempt to derive or discover) any aspect, underlying ideas, composition, or constituent elements of the Goods or any other product, formulation, creation or invention of Om Organics by any means whatsoever; (b) distribute, sell, sublicense, rent, lease, lend or use any know-how, trade secrets, product information or any information of Om Organics, whether alone or in combination with any other product or service to any

person or entity, whether on a fee basis or otherwise; (c) remove, erase, obscure or tamper with any product identification, proprietary copyright, trademark, service mark, or other notices, seal or instruction label printed or stamped or affixed to, or encoded, recorded on or contained in the Goods, or fail to preserve all copyright and other proprietary notices on all Goods and associated documentation; (d) combine or merge the Goods, or any part of the Goods (or any other product of Om Organics) with or into any other product, formulation, substance, machine, or otherwise; or refer to or otherwise use the Goods as part of any effort to develop products or other goods having any functional or sensory attributes or other features similar to those of the Goods to compete with Om Organics, except to the extent expressly authorized in writing by Om Organics; (e) disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Goods (or any other product or creation of Om Organics); (f) utilize any equipment, device, software, or other means designed to analyze or discover any information or characteristic of the Goods, including the composition of the Goods; (g) use the Goods to develop a product which is competitive with any Goods; or (h) misrepresent, mischaracterize, misdescribe, or make any other false or misleading communication with respect to the Goods, including with respect to the ingredients or constituent elements of the Goods, as supplied by Om Organics to Customer, or as repackaged, relabelled, resold, or supplied by Customer to others; Customer may only list ingredients relating to the Goods with the prior written consent of Om Organics, and in any event shall only list ingredients for the Goods as disclosed by Om Organics to Customer, in Om Organics sole discretion.

11. **Customer Records.** Customer will keep, and will have any Customer affiliate or representative that gains access to the Goods keep, accurate records and books of account relating to the purchase, sale and distribution of the Goods. Customer will permit from time to time Om Organics and authorized representatives of Om Organics, upon reasonable notice and during normal business hours, to conduct an audit of Customer's purchase, sale, distribution and use of the Goods to verify that Customer's obligations hereunder have been complied with. Customer and its affiliates and representatives will reasonably cooperate with Om Organics in such an exercise and provide Om Organics with access to those records, books and information relating to the purchase, sale, distribution and use of the Goods and the revenues and other consideration generated thereby.
12. **Return of Property.** Upon request by Om Organics (for any reason or for no reason), Customer shall return any samples, documents or other property of Om Organics in possession of Customer, at Customer's expense.
13. **Warranty.** For 15 days after the date of shipment from Om Organics, Om Organics shall at its sole discretion, replace, repair, or furnish credit for Goods purchased by Customer which, in Om Organics' judgement, has a material defect in material or workmanship, provided the applicable Goods are returned, transportation charges prepaid to Om Organics, and provided further that the Goods have not been misused or subject to unauthorized release or modification. If Om Organics' examination does not disclose a material defect in material or workmanship in Goods claimed to be defective, Customer agrees to pay Om Organics' established charges for unpacking, testing, and repacking the product for

reshipment to Customer. This provision states Customer's exclusive and sole remedy for breach of warranty. This provision does not extend or renew the original warranty period of any Goods that have been repaired or replaced by Om Organics.

14. **Disclaimer of Liability.** OTHER THAN AS EXPRESSLY SET FORTH HEREIN, GOODS AND/OR SERVICES ARE PROVIDED ON AN "AS-IS" BASIS AND OM ORGANICS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, COVENANTS, GUARANTEES AND/OR ASSURANCES, EXPRESS OR IMPLIED, RELATING TO OR ARISING OUT OF THIS AGREEMENT, ANY ORDERING DOCUMENT AND/OR ANY GOODS AND/OR SERVICES, INCLUDING ANY REPRESENTATIONS, WARRANTIES, COVENANTS AND/OR GUARANTEES AS TO ACCURACY, UNINTERRUPTED OR ERROR-FREE SERVICE, ACCESSIBILITY, SECURITY, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE, OR FROM A COURSE OF DEALING OR USAGE OR TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OM ORGANICS OR ANY AUTHORIZED REPRESENTATIVE OF OM ORGANICS SHALL CREATE A REPRESENTATION, WARRANTY, COVENANT, GUARANTEE AND/OR ASSURANCE. ANY SUCH INFORMATION AND ADVICE IS GIVEN AND ACCEPTED AT CUSTOMER'S RISK.
15. **Limitation of Liability.** IN NO EVENT, SHALL OM ORGANICS BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, AGGRAVATED AND/OR THE LIKE DAMAGES, INCLUDING BY WAY OF EXAMPLE BUT NOT BY WAY OF LIMITATION, SUCH DAMAGES AS LOSS OF USE OR LOSS OF PROFITS, WHETHER OR NOT OM ORGANICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES HOWEVER CAUSED, WHETHER FROM NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, TORT, CONTRACT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE SALE, USE OR HANDLING OF THE GOODS, INCLUDING ANY LIABILITY WHICH MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST CUSTOMER. OM ORGANICS' LIABILITY AS TO DELIVERY CEASES UPON DELIVERY OF THE GOODS PURCHASED HEREUNDER TO CARRIER AT SHIPPING POINT IN GOOD CONDITION; THE CARRIER ACTING AS THE BUYER'S AGENT. WITHOUT LIMITING ANY OF THE FOREGOING, OM ORGANICS' MAXIMUM TOTAL AGGREGATE LIABILITY AND THE TOTAL, MAXIMUM AGGREGATE LIABILITY OF OM ORGANICS' REPRESENTATIVES, FOR ANY AND ALL CLAIMS WHATSOEVER, INCLUDING CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND CUSTOMER'S SOLE REMEDY, IS LIMITED TO THE FOLLOWING: FOR THE FIRST 90 DAYS AFTER THE GOODS HAVE BEEN ORDERED, THE PRICE OF THE GOODS PAID BY THE CUSTOMER, AND THEREAFTER FIVE (\$5) DOLLARS CANADIAN. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR ANY

ORDERING DOCUMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN, OR REASONABLY OUGHT TO HAVE BEEN DISCOVERED BY CUSTOMER.

16. **Indemnification.** Customer shall indemnify and hold Om Organics and their respective officers, employees, agents, and representatives harmless from and against any claim, demand, suit, liability, loss, costs and/or damage, together with any attorney's fees and expenses with respect to its defense in connection with the same, resulting from any claim, demand, suit or action, including those arising out of personal injury, property damage or product liability brought against Om Organics relating to and/or arising from Customer's (a) negligent and/or reckless acts or omissions arising from or connected with this Agreement, (b) willful misconduct arising from or connected with this Agreement, (c) use of any Goods and/or Services, and/or (d) compliance with any use or license terms imposed on Customer by the licensor and/or supplier of any third party technology, software, hardware, equipment and/or other materials used by Om Organics and/or Customer in connection with the Goods and/or Services. Customer shall indemnify and hold Om Organics and their respective officers, employees, agents, and representatives from and against any and all liability, loss, damage, claim, cost and expense, including reasonable attorney's fees, arising out of or related to any breach of this Agreement by Customer.
17. **Term, Cancellations and Changes.** This Agreement shall take effect once executed by both parties, and shall apply to all orders for Goods and Services. For avoidance of doubt, quotations issued by Om Organics do not constitute an offer by Om Organics to supply the Goods referred to therein. Om Organics reserves the right to decline to accept any order or to cancel an accepted order at any time, including, without limitation, in the event there is an error, typographical error, inaccuracy, omission or mistake with respect to the price of any of Om Organics' Goods, Services or related descriptions, promotions, offers or availability, or if Customer is in breach of this Agreement, and such breach is not cured by Customer within thirty (30) days of Om Organics providing written notice of such breach. Om Organics may also terminate this Agreement with written notice to the Customer. This Agreement will automatically terminate in the event that (a) proceedings in respect of the Customer are instituted by or against it for its winding-up, bankruptcy, receivership, liquidation, or dissolution, under any applicable bankruptcy law or other law, or (b) a receiver, trustee or other similar person is appointed over the Customer's assets. Except to the extent expressly provided for in this Agreement or as otherwise agreed to in writing by Om Organics, no cancellations or changes to an order shall be accepted by Om Organics, and the Goods shall be delivered to the delivery address set out in the applicable Ordering Document.
18. **Effect of Termination or Cancellation.** Upon any termination of this Agreement, Sections 3 through 17 inclusive and Sections 19 through 36 inclusive, together with all provisions herein necessary for the interpretation and enforcement of said Sections, shall expressly survive such termination. Termination of this Agreement shall not relieve Customer of its obligation or liability to pay any amounts due and outstanding at the date of such termination.

19. **Entire Agreement.** This Agreement, along with the Ordering Document(s) issued by Om Organics, shall constitute the entire agreement between the parties relating to the subject matter hereof and there are no other understandings or agreements which are not specified herein. No purchase orders or any other documents or purported terms issued by Customer shall be binding upon Om Organics or modify the terms of this Agreement or any Ordering Document. This Agreement may only be modified by a document in writing, which has been executed by a duly authorized representative of each party. Commencement of performance hereunder or under any such amended or subject agreement shall not be a waiver of the requirements of this paragraph.
20. **Modification.** Any modification or variation of this Agreement (including any special terms and conditions agreed between the parties) shall be inapplicable and of no force or effect unless expressly agreed to in writing by Om Organics.
21. **Reliance.** The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Om Organics which is not set out in an Ordering Document.
22. **Reservation of Rights.** No remedy conferred upon or reserved in Om Organics' favour under this Agreement shall exclude any other remedy so conferred or reserved or existing at law or in equity but each shall be cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity.
23. **Interpretation.** The language in all parts of this Agreement and any Ordering Documents shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Any rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any Ordering Document. Each of the terms "including", "include" and "includes", when used in this Agreement, is not limiting whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto.
24. **Headings and Gender.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.
25. **Assignments.** This Agreement shall not be assigned or otherwise transferred by either party, by operation of law or otherwise, without the prior written consent of the other party, except as follows: (a) in the case of a sale or other transfer of all or substantially all of a party's assets or equity, whether by sale of assets or stock or by merger or other reorganization (including consolidation, acquisition, amalgamation, or the like), provided in each case that the assignee or transferee covenants and agrees in writing to be bound to the other party by the terms of this Agreement to the same extent as the assigning or transferring party; or (b) Om Organics may assign this Agreement to an affiliate.
26. **Severability.** If any of the provisions of this Agreement shall be invalid or unenforceable under the laws of the jurisdiction where enforcement is sought, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement but rather the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly, with the invalid or unenforceable provision modified so as to be limited and enforced to the fullest extent possible under the laws of that jurisdiction.
27. **Non-waiver.** Any consent by a party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Except as otherwise provided herein, no term or provision hereof shall be deemed waived and no breach excused.
28. **Relationship of the Parties.** The parties hereto are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture or agency relationship between the parties. Neither party shall have the right to obligate or bind the other party in any manner to any third party.
29. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and may be delivered personally, sent by fax or forwarded by first class prepaid registered mail to a party at its address set forth in this Agreement or at such other address or addresses as may from time to time be notified in writing by that party in accordance with this Section. Any notice delivered or sent by fax shall be deemed to have been received at the time of sending. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of forty-eight (48) hours after it is posted, addressed as set forth above, provided that if there shall be between time of mailing and the actual receipt of the notice a mail strike, slowdown or other labour dispute which might affect delivery of such notice by the mails, then such notice shall only be effective if actually delivered.
30. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia (without regard to its conflict of laws provisions). The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and the B.C. Sale of Goods Act, as amended, replaced or re-enacted from time to time.
31. **Disputes.** The courts of British Columbia shall have the exclusive jurisdiction to determine all disputes and claims, both at law and in equity, arising out of or in any way relating to this Agreement. Customer hereby attorns to and accepts the jurisdiction of the courts of British Columbia in such matters.
32. **Force Majeure.** Om Organics shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, discontinuity in the supply of power, war, governmental interference, civil commotion, riot, terrorism, strikes, labour disturbance, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, transportation difficulties, labour shortage, or any other cause beyond the reasonable control of Om Organics (each a "**Force Majeure event**"). Om Organics shall notify Customer in a timely manner of the occurrence of any Force Majeure event and carry out this Agreement as practicable after such Force Majeure event terminates. In the event of a shortage or anticipated shortage of supplies, utilities or materials affecting the

production, shipment or delivery of the Goods and/or Services caused by any of the above mentioned Force Majeure events, Om Organics shall, subject to Om Organics' sole discretion, (i) allocate its resources for use in Om Organics' production facilities, and (ii) allocate its Goods and/or Services among its buyers. The allocations made by Om Organics shall be conclusive and binding upon Customer, and may take into account reservations of capacity purchased by other customers. Om Organics shall not be obliged to make-up any deficiencies hereunder due to any such Force Majeure event.

33. **Relief.** Customer acknowledges and agrees that any unauthorized use or disclosure (by Customer or any third party) of any of Om Organics Goods, or other creations, trade secrets and any information pertaining thereto (including any violation of Section 10) is likely to cause irreparable harm to Om Organics. Therefore, in the event

of such unauthorized disclosure or use, Om Organics shall be entitled to obtain injunctive relief, without prejudice to any other rights it may have hereunder or at law or in equity.

34. **Counterparts and Execution.** This Agreement may be executed in any number of counterparts with the same effect as if all the parties have signed the same document. All counterparts shall be construed together and shall constitute one agreement. Signatures delivered by pdf, facsimile or other electronic means shall be deemed for all purposes to be original counterparts and shall constitute valid execution of this Agreement.
35. **Successors.** This Agreement shall be binding upon and shall enure to the benefit of the parties, their respective successors, legal representatives and permitted assigns.

In Witness Whereof, the parties have duly executed this Agreement.

Om Organics Inc.

Customer

By: _____

By: _____

Print name: _____

Print name: _____

Print title: _____

Print title: _____

