

## MEMORANDUM OF UNDERSTANDING

Between Medical Kiwi Limited (“the Supplier”)  
Level 2, 241 Hardy Street, Nelson 7010

And Alliance Healthcare Australia Pty Ltd. (the  
purchaser) ABN 14 668 671 083 of Level 5/445  
Edward Street, Springhill Q 4000.

### BACKGROUND

- A. The Supplier is a company incorporated under the laws of New Zealand, conducting business as a cultivator and distributor of medicinal cannabis, and products derived from medicinal cannabis to local and export markets.
- B. The Purchaser is a company incorporated under the laws of Australia conducting business as a Licensor of Pharmaceutical Brands and Healthcare Management and medical cannabis distribution Group
- C. The Purchaser wishes to purchase dosage packed GMP cannabis flower from the Supplier, and the Supplier is willing to sell cannabis flower to the Purchaser.
- D. The parties enter into this Memorandum of Understanding (“MOU”) to record the non-binding terms upon which the parties have agreed in relation to the supplies to be made between the parties, and which will be incorporated into a further binding supply agreement which shall contain such terms as are commercially acceptable to both parties, and which enable the creation of certainty of supply.

### THE PARTIES AGREE:

1. The Purchaser will purchase from the supplier, GMP, dried and trimmed medicinal Cannabis in 10g dosage, with a THC content of between 17% - 25%, in compliance with Australian regulations, and which comply with the EU-cGMP standard.
2. The term of this MOU and the subsequent supply agreement entered into between the parties shall operate for twelve months (“the Term”). Upon the expiry of the Term, Aether Pacific Pharmaceuticals and Alliance health and may elect to renew this MOU, and any subsequent supply agreement entered into between the parties, for a further term of as agreed between the parties.
3. The particular genetic strains of medicinal cannabis which the Supplier will supply to the Purchaser are as follows:
  - 3.1 Medical Kiwi :Royal Gorilla , Cookies gelato and Strawberry kushThe Purchaser shall be granted the non exclusive distribution rights to the specific strains of medicinal cannabis identified at 3.1 within Australia of this MOU for the duration of the Term.
4. The distributor can also have the strains packed under there own brand label if the choose to, enabling them to invest in there own brand equity IP.
5. The price payable per gram for bulk EU-cGMP shall be in Australian dollars and as follows:
  - 4.1. Medical Kiwi 3 strains at \$4.50per gram. ( equals \$45.00 AUD per 10 gram jar)
6. The price payable per gram for each respective grade of cannabis flower shall be subject to review on a regular basis. A new price will be set through the mutual agreement of the parties.

6. The first delivery of 200 x 10gram jars of each strain, shall be made to the Purchaser, Thereafter, the Purchaser will purchase through the use of purchase orders delivered to the Supplier, with a minimum order quantity of 50 jars per strain, which will at the least, state the quantity and strain type of medicinal cannabis flower sought to be purchased, and the date delivery is required. A purchase order will not be binding on the Supplier until it has confirmed the purchase order in writing, such confirmation to be given within 5 working days of receipt.
7. Upon confirmation of a purchase order, the Purchaser will make immediate payment of 50% of the total purchase price payable under the particular purchase order, with the balance on account payable within 30 working days of delivery
8. All cannabis flower supplied by the Supplier to the Purchaser shall be supplied in a packaging which meets the import requirements imposed by the relevant authority located in Australia.
9. The Purchaser shall purchase a minimum first order quantity of 200x 10gram jars. On going quantities to be considered upon sales results and a minimum order qty of 50 x 10gram jars
10. That the terms contained within this MOU, and any information provided by either of the parties in conjunction with this MOU, is confidential to the parties and may not be disclosed without the express written consent of the disclosing party. Disclosure of either party's confidential information may be made to the professional advisers of either party.
11. That as cannabis is a controlled drug for the purposes of the Misuse of Drugs Act 1975, the Supplier's ability to supply cannabis flower may be subject to limitations, delays, and cancellations from time to time.
12. The Purchaser takes full responsibility for ensuring that any permits, consents, licences, or any other documentation of that nature required to be issued to hold, distribute, use, process, or otherwise deal with cannabis flower, or any products derived from cannabis flower, in Australia is obtained prior to delivery, and is renewed as and when required.
13. Proof that the Purchaser holds all permits, consents, licences, and other documentation enabling it to deal with cannabis flower will be provided to the Supplier within 5 working days of a request for the same being made to Purchaser.
14. The parties will, in good faith and using their best endeavours, enter into a supply agreement on substantially the same terms as the terms contained herein, with such binding supply agreement to be entered into no later than January 2024.
15. That this MOU and any supply agreement entered into pursuant to this MOU, is or will be governed by the laws of New Zealand.

18. This MOU may be adduced to court to aid in the interpretation of any supply agreement entered into by the parties dealing with the matters contained within this MOU.
19. That the clauses of this MOU are non-binding on the parties, with the exception of those terms relating to the provision and disclosure of confidential information, and is intended to provide the basis of a binding supply agreement to be entered into between the parties.

DATED

SIGNED by the CEO of )  
Aether Pacific Pharmaceuticals Ltd )



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Aldo Miccio

in the presence of: )

.....*Kim Miccio*.....

Witness Signature:

Kim Miccio

Witness Full Name:

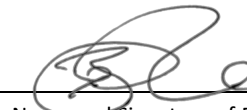
Accounts manager

Occupation:

527 The scenic road MacMasters Beach  
NSW 2251

Address:

SIGNED by a director of )  
Alliance Healthcare Pty Ltd by its )



\_\_\_\_\_  
Name and Signature of Director

director in the presence of: )

.....*RS*.....

Witness Signature:

Rachel Swiatkiewicz.....

Witness Full Name:

Director, Alliance Healthcare Australia.....

Occupation:

...C/O 110 Acland Street, ST Kilda 3182.....

Address: