



Confidential

March 04, 2020

Mukta Garge
591 Sheppard Avenue E, North York #501
Toronto, M2K0G2

Dear Mukta:

I am pleased to offer you employment with Hortican, Inc. (the "Company") in the position of Regulatory Affairs Associate of the Company. Upon acceptance, this letter (the "Agreement") will set out the terms and conditions of your employment with the Company.

1. POSITION

You will be employed in the position of Regulatory Affairs Associate commencing on March 16, 2020 or such a date as mutually agreed upon between you and the Company.

2. LOCATION

You will generally work out of the Company's location at 720 King St. W., Ste 320, Toronto, ON. The Company may at its discretion relocate your office or place of work at any time within 100 kilometres of its current location and you acknowledge and agree that this shall not constitute a constructive termination of your employment and you agree not to make any claim or demand to the contrary.

3. WORK AUTHORIZATION CONDITION

It is a condition of this Agreement and your continued employment that you are able to work lawfully in Canada. Your employment with the Company is conditional upon the securing of all necessary visas, work permits and other authorizations that may be required to enter and/or to work in Canada during the term of employment. The Company will provide reasonable assistance in respect of immigration matters. Despite such assistance, the Company cannot guarantee when or whether your application for a work permit, visa, permanent residence status or other immigration documents will be approved. Should the necessary authorizations that permit you to legally work in Canada not be obtained, this Agreement will be null and void and of no force or effect. At any time, should necessary authorizations that permit you to legally work in Canada expire without the possibility of renewal, your employment will be deemed "frustrated" under the common law and immediately come to an end.

4. EMPLOYMENT DUTIES

You shall perform such duties and exercise such powers as are normally associated with or incidental and ancillary to your position and as may be assigned to you from time to time. In fulfilling your duties to the Company, you will be instructed by and will regularly report to Nancy Duong or such other individual designated by the Company. Your regular working hours will be Monday through Friday from 9 a.m. to 5 p.m. Your duties, hours of work, location of employment and reporting relationships may be adjusted from time to time by the Company to meet changing business and operational needs. Without limiting the foregoing, you shall:

- (a) devote your full working time and attention during normal business hours and such other times as may be reasonably required to the business and affairs of the Company and shall not, without the prior written consent of your manager, undertake any other business or occupation or public office;
- (b) perform those duties that may be assigned to you diligently, honestly, and faithfully to the best of your ability and in the best interest of the Company and in accordance with applicable law;
- (c) abide by all Company policies, as instituted and amended from time to time, including but not limited to, the Code of Business Conduct and Ethics (the "Code") and the Cronos Group Inc. Employee Handbook;
- (d) use your best efforts to promote the interests and goodwill of the Company and not knowingly do, or permit to be done, anything which may be prejudicial to the Company's interests; and
- (e) identify and immediately report to your manager any misrepresentations or violations of the Code or applicable law by the Company or its management or employees.

5. PROBATIONARY PERIOD

You will be subject to a three-month probationary period to enable the Company to assess your performance. If during this time, the Company determines that it does not wish to continue an employment relationship with you, for any reason, it may terminate your employment immediately without notice or payment in lieu of notice or similar payments or benefits, subject only to any express minimum requirements of applicable employment standards legislation, including without limitation, the Ontario Employment Standards Act, 2000 as amended or replaced (all such legislation referred to as the "ESA").

6. COMPENSATION AND BENEFITS

6.1 Base Salary

The Company will pay you an annual base salary of CAD \$55,000.00 less applicable deductions and withholdings ("Base Salary"). Your base salary will be paid by direct deposit on a bi-weekly basis (as may be amended from time to time), in accordance with the Company's payroll practices. The Company may review your Base Salary from time to time. Any changes to Base Salary will be at the sole discretion of the Company.

6.2 Performance Bonus

In addition to your annual Base Salary, you will be eligible to participate in the Company's annual bonus plan, and to receive an annual bonus, subject to the terms and conditions of that plan as determined by the Company at its sole discretion. Your annual target bonus opportunity shall initially be 10% of Base Salary, provided that the actual bonus amount, if any, will be determined by the Company in its sole discretion pursuant to the terms and conditions of the applicable annual bonus plan. The Company reserves the right to amend or terminate any annual bonus plan established or adopted at any time, as well as your target bonus opportunity, without notice or further obligation (subject only to the express minimum requirements of the ESA, if any). Except as required by the ESA, your eligibility to participate in the annual plan, and receive a bonus, will cease on such date that you provide notice of resignation to the Company. In addition, you must be actively employed by the Company on the payment date to be eligible for a bonus. For avoidance of doubt, if your employment is terminated by the Company for any reason, you will cease to be "actively employed" on the last day of employment as specified in the Company's written notice of termination, and will not be considered "actively employed" during any period of notice or pay in lieu of notice, and will not be entitled to damages in lieu of eligibility for an award in respect of such period, except as required by the ESA. There will be no guarantee of a bonus in any given year, and a bonus award in one year will not guarantee a bonus award or the level of such bonus award in any subsequent year.

6.3 Group Insured Benefits

On completing three (3) months of service with the Company, you will be automatically enrolled into the Company's benefits programs for health and dental, life insurance, disability and other benefits as may be available to the employees of the Company from time to time, subject to the terms and conditions of the applicable plan document. The Company reserves the right to alter, amend or discontinue all benefits, coverages, plans and programs referred to in this paragraph, without advance notice or other obligation, subject only to the express minimum requirements of the ESA.

6.4 Vacation

You will be entitled to accrue, on a pro-rata basis, three (3) weeks' paid vacation per year. You shall take vacation time at such times as are approved in advance by the Company. Vacation time entitlement will be accrued on a prorated basis (and not awarded upfront) for the period of your active employment in the calendar year that you commence and terminate employment, subject to the express minimum requirements of the ESA. Vacation may be carried forward in accordance with the Company's vacation policies as instituted and amended from time to time. Vacation will be earned but will not be taken during the first three (3) months of your employment.

6.5 Business Expenses

You shall be reimbursed for all reasonable travel and other out-of-pocket expenses properly incurred by you from time to time in connection with performance of your duties and in accordance with the Company's expense reimbursement policies as instituted and amended from time to time. You shall furnish to the Company on a monthly basis and in accordance with any of the Company's policies or procedures for expenses reimbursement all invoices or statements in respect of expenses for which you seek reimbursement.

6.6 Currency, Deductions and Withholdings

The Company shall make such deductions and withholdings from your remuneration and any other payments or benefits provided to you pursuant to this Agreement as may be required by law. All payments provided for herein shall be paid in Canadian currency.

7. TERMINATION OF EMPLOYMENT

7.1 Termination by the Company

The Company may terminate your employment at any time for just cause and without prior notice or any further obligations by the Company by providing you with notification in writing, and you will not be entitled to any notice or compensation in lieu of notice or severance except payment of all salary and accrued and unused vacation pay earned prior to the date of termination, except as otherwise expressly required by the ESA.

For the purposes of this letter, "just cause" means: (i) any act or omission by you that constitutes "just cause" as defined at common law; (ii) your repeated failure or refusal to perform your principal duties and responsibilities after notice from your manager or other officer of the Company; (iii) misappropriation of the funds or property of the Company; (iv) use of alcohol or drugs in violation of the Company's policies on such use or interfering with your obligations under this Agreement (subject to the Company's obligations under human rights legislation); (v) conviction in a court of law for, or the entering of a plea of guilty to, a summary or indictable offence or any crime involving moral turpitude, fraud, dishonesty or theft (subject to the Company's obligations under human rights legislation); (vi) the misuse of Company computers or computer network systems for non-Company business; (vii) engaging in any act (including without restriction, an act of sexual or other harassment as determined by the Company) which is a violation of any law, regulation or Company policy protecting the rights of employees; or (viii) any wilful or intentional act which injures or could reasonably be expected to injure the reputation, business or business relationships of the Company.

The Company may terminate your employment at any time without just cause, by providing you with the minimum notice of termination or at the Company's sole option, compensation in lieu of notice, or a combination of notice of termination and compensation in lieu of notice, and severance pay (if any), benefits continuance (if any), vacation pay and any other minimum entitlements as expressly required by the ESA. The payments and benefits described above are provided to you in full satisfaction of your entitlements on the termination of your employment. You agree that upon the payment and provision to you of all such minimum entitlements as expressly required by the ESA, the Company shall have satisfied all of its obligations to you in relation to the termination of your employment, and you shall have no further entitlements in respect thereof from the Company, whether pursuant to the common law or otherwise. This termination provision continues in full force and effect despite changes to your position, reporting relationships, compensation and benefits over the course of time.

7.2 Termination by You

You may terminate employment by giving at least thirty (30) days prior written notice to the Company. The Company may waive this period or a portion thereof in its sole discretion, in which case your employment will terminate on the date of the waiver, but you will continue to be paid all compensation until the end of the thirty (30) day notice period. In such termination by you, you will be ineligible for any pro-rated bonus for the year of termination.

7.3 Resignation on Termination

You agree that upon any termination of employment with the Company for any reason you shall immediately tender resignation from any position you may hold as an officer or director of the Company and take all steps necessary to remove yourself from any and all designated positions under any applicable laws, including without limitation, the Cannabis Act (Canada) and the regulations thereunder when enacted and effective, as the same may be amended from time to time, or any subsidiary or affiliate of the Company. In the event that you fail to comply with this obligation within three (3) days of your termination or resignation, you hereby irrevocably authorize the Company to appoint a person in your name and on your behalf to sign or execute any documents and/or do all things necessary or requisite to give effect to such resignation.

8. RESTRICTIVE COVENANTS

8.1 Non-Disclosure

You acknowledge and agree that:

- (a) during the term of your employment, you may be given access to or may become acquainted with confidential and proprietary information of the Company and its affiliates and related entities, including but not limited to: trade secrets; know-how; Intellectual Property (as defined below); Employee Inventions (as defined below), Invention Records (as defined below), existing and contemplated work product resulting from or related to projects performed or to be performed by or for the Company; programs and program modules; processes; algorithms; design concepts; system designs; production data; test data; research and development information; information regarding the acquisition, protection, enforcement and licensing of proprietary rights; technology; joint ventures; business, accounting, engineering and financial information and data; marketing and development plans and methods of obtaining business; forecasts; future plans and strategies of the Company; pricing, cost, billing and fee arrangements and policies; quoting procedures; special methods and processes; lists and/or identities of customers, suppliers, vendors and contractors; the type, quantity and specifications of products and services purchased, leased, licensed or received by the Company and/or any of its customers, suppliers, or vendors; internal personnel and financial information; business and/or personal information about any senior staff members of the Company or any person or company with which the Company enters a strategic alliance or any other partnering arrangements; vendor and supplier information; the manner and method of conducting the Company's business; the identity or nature of relationship of any persons or entities associated with or engaged as consultants, advisers, agents, distributors or sales representatives (the "Confidential Information") the disclosure of any of which to competitors of the Company or to the general public, or the use of same by you or any competitor of the Company, would be highly detrimental to the interests of the Company;
- (b) disclosure or use of Confidential Information, other than in connection with the Company's business or as specifically authorized by the Company, will be highly detrimental to the business and interests of the Company and could result in serious loss of business and damage to it. Accordingly, you specifically agree to hold all Confidential Information in strictest confidence, and you agree that you will not, without the Company's prior written consent, disclose, divulge or reveal to any person, or use for any purpose other than for the exclusive benefit of the Company, any Confidential Information, in whatever form contained; that the foregoing shall not apply to information (except for personal information about identifiable individuals) that: (i) was known to the public prior to its disclosure to you; (ii) becomes generally known to the public subsequent to disclosure to

you other than by reason of your breach of this section (Confidentiality); (iii) becomes available to you from a source independent of the Company; or (iv) you are specifically required to disclose by applicable law or legal process (provided that you provide the Company with prompt advance written notice of the contemplated disclosure and cooperate with the Company in seeking a protective order or other appropriate protection of such information).

- (c) you will deliver to the Company, immediately upon termination of employment (for any reason and regardless of whether you or the Company terminate the employment) or at any time the Company so requests: (i) any and all documents, files, notes, memoranda, models, databases, computer files and/or other computer programs reflecting any Confidential Information whatsoever or otherwise relating to the Company's business; (ii) lists or other documents regarding customers, suppliers, or vendors of the Company or leads or referrals to prospective business deals; and (iii) any computer equipment, home office equipment, automobile or other business equipment belonging to the Company that you may then possess or have under your control.

8.2 Intellectual Property

- (a) In this section, the term "Germplasm" means any living or preserved biological tissue or material which may be used for the purpose of plant breeding and/or propagation, including but not limited to plants, cuttings, seeds, clones, cells, tissues, plant materials, and genetic materials (including but not limited to nucleic acids, genes, promoters, reading frames, regulatory sequences, terminators, chromosomes whether artificial or natural, and vectors).
- (b) You agree to promptly disclose to the Company (including to your manager) all ideas, suggestions, discoveries, designs, works, developments, improvements, processes, formulas, data, techniques, know-how, confidential and proprietary information, trade secrets, inventions and improvements, including with respect to, but not limited to, Germplasm, and whether or not any of the foregoing are registrable as patents, industrial designs, copyrights, trademarks or plant breeder rights (collectively, "Intellectual Property") which you may author, make, conceive, develop, discover, or reduce to practice, solely, jointly or in common with other employees, during your employment with the Company and which relate to the business activities of the Company ("Employee Inventions"). You agree to maintain as confidential any Employee Inventions, and not to make application for registration of rights in respect of such unless it is at the request and direction of the Company. Intellectual Property coming within the scope of the business of the Company made and/or developed by you while in the employ of the Company, whether or not conceived or made during regular working hours and whether or not you are specifically instructed to make or develop the same, shall be for the benefit of the Company and shall be considered to have been made pursuant to this Agreement and shall be deemed Employee Inventions and shall immediately become exclusive property of the Company. You must keep, maintain, and make available to the Company complete and up-to-date records relating to any such Intellectual Property, and agree that all such records are the sole and absolute property of the Company.
- (c) You shall assign and transfer to the Company your entire right, title and interest in and to any and all Intellectual Property and you agree to execute and deliver to the Company any and all instruments necessary or desirable to accomplish the foregoing and, in addition, to do all lawful acts which may be necessary or desirable to assist the Company to obtain and enforce protection of Intellectual Property. You shall, at the request and cost of the Company, and for no additional compensation or consideration from the Company, sign,

execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonably require: (i) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights, plant breeders rights, or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; (ii) to perfect or evidence ownership by the Company or its designees of any and all Employee Inventions, in form suitable for recordation in the United States, Canada, and any other patent office; (iii) to defend any opposition proceedings of any type whatsoever in respect of such applications, and any opposition proceedings or petitions or applications of any type whatsoever for revocation of such letters patent, copyright or other analogous protection, whether such proceedings are brought before a court or any administrative body; and (iv) to defend and/or assert the Company's rights in any Intellectual Property against any third party. For greater certainty, all materials related to Employee Inventions (including notes, records and correspondence, whether written or electronic) (collectively, "Invention Records") are the property of the Company, which you shall provide to the Company upon request. Invention Records shall not be removed from Company premises without the prior written consent of the Company;

- (d) By your signature below, you hereby assign and transfer to the Company all Employee Inventions (including all associated Intellectual Property), and you further waive all moral rights over any Intellectual Property and all work you produce during the course of your employment;
- (e) In the course of performing duties pursuant to this Agreement, you shall only use Germplasm provided by the Company, and you agree that any such Germplasm provided by the Company remains the sole property of the Company and that such Germplasm shall not be removed from Company premises without the prior written consent of the Company;
- (f) You represent and warrant that you do not possess any Intellectual Property or Germplasm of any third party, including but not limited to any prior employer or competitor of the Company, and you shall not acquire and/or use Intellectual Property or Germplasm of any third party in the course of performing duties pursuant to this Agreement and shall not bring any Germplasm of any third party onto Company premises.

8.3 Non-Competition. You will not at any time during your employment with the Company and for a period of six (6) months following the termination of this Agreement and your employment with the Company for any reason, either individually or in partnership or jointly or in conjunction with any person as principal, agent, consultant, employee, partner, director, shareholder (other than an investment of less than five (5) per cent of the shares of a company traded on a registered stock exchange or traded in the over the counter market), or in any other capacity whatsoever:

- (a) engage in employment or enter into a contract to do work related to the research into, development, cultivation, production, supply, sales or marketing of cannabis or cannabis derived products; or the development or provision of any services (including, but not limited to, technical and product support, or consultancy or customer services) which relate to cannabis or cannabis derived products (the "Business"); or
- (b) have any financial or other interest (including by way of royalty or other compensation arrangements) in or in respect of the business of any person which carries on the Business; or

- (c) advise, lend money to or guarantee the debts or obligations of any person which carries on the Business;

anywhere within Canada and/or the United States of America.

8.4 Non-Solicitation of Customers

You will not (except with the prior written consent of a Vice President or an officer of the Company), during your employment and for the one (1) year period immediately following the termination of your employment for any reason, whether alone or for or in conjunction with any person or entity, whether as an employee, partner, director, principal, agent, consultant, contractor or in any other capacity whatsoever, directly or indirectly solicit or attempt to solicit any Customer or Prospective Customer of the Company for the purpose of obtaining the business of any Customer or Prospective Customer of the Company or persuading any such Customer or Prospective Customer to cease to do business with or reduce the amount of business it would otherwise provide to the Company. For the purpose of this Agreement, "Customer" means any organization, individual or entity which is a current customer or has been a customer of the Company or its affiliated companies during the term of your employment with the Company but in the event of the cessation of your employment "Customer" shall include only those current customers of the Company or affiliated companies with whom you had direct contact or access to Confidential Information by virtue of your role as an employee of the Company at any time during the twelve-month period preceding the date of cessation of your employment; "direct contact" means direct communications with or by you, whether in person or otherwise, for purposes of servicing, selling, or marketing on behalf of the Company, but only if such communications are more than trivial in nature, and in any case excluding bulk or mass marketing communications directed to multiple customers; and, "Prospective Customer" means any organization, individual or entity which has been actively contacted and solicited for its business by representatives of the Company, in the event of the cessation of your employment within the twelve (12) month-period immediately preceding the date of the cessation of your employment, with your involvement and knowledge.

8.5 Non-Solicitation of Employees

You will not (except with the prior written consent of a Vice President or an officer of the Company), during your employment and for one (1) year following the termination of your employment for any reason, whether alone or for or in conjunction with any person or entity, whether as an employee, partner, director, principal, agent, consultant, contractor or in any other capacity whatsoever, directly or indirectly solicit or assist in the solicitation of any employee of the Company to leave such employment.

8.6 Disclosure

During your employment with the Company, you shall promptly disclose to your manager and the Vice President of your department full information concerning any interest, direct or indirect, of you (whether as owner, shareholder, partner, lender or other investor, director, officer, employee, consultant or otherwise) or any member of your immediate family, in any business which is reasonably known to you to purchase or otherwise obtain services or products from, or to sell or otherwise provide services or products to the Company or to any of their respective suppliers or Customers.

8.7 Other Employment

During your employment with the Company, you shall not, except as a representative of the Company or with the prior written approval of your manager, whether paid or unpaid, be directly

or indirectly engaged, concerned or have any financial interest in any capacity in any other business, trade, professional or occupation (or the setting up of any business, trade, profession or occupation).

8.8 Return of Materials

All files, forms, brochures, books, materials, written correspondence (including email and instant messages), memoranda, documents, manuals, computer disks, software products and lists (including financial and other information and lists of customers, suppliers, products and prices) pertaining to the Company which may come into your possession or control shall at all times remain the property of the Company. Upon termination of your employment for any reason, you agree to immediately deliver to the Company all such property of the Company in your possession or directly or indirectly under your control. You agree not to make, for your personal or business use or that of any other person, reproductions or copies of any such property or other property of the Company.

9. GENERAL

9.1 Reasonableness of Restrictions and Covenants

You hereby confirm and agree that the covenants and restrictions contained in this Agreement, including, without limitation, those contained in Section 8, are reasonable and valid and by your acceptance of this offer further acknowledge and agree that the Company may suffer irreparable injury in the event of any breach by you of the obligations under any such covenant or restriction.

Accordingly, you hereby acknowledge and agree that damages would be an inadequate remedy at law in connection with any such breach and that the Company shall therefore be entitled, in addition to any other right or remedy which it may have at law, in equity or otherwise, to temporary and permanent injunctive relief enjoining and restraining you from any such breach. Notwithstanding the termination of this Agreement for any reason by either party, the aforementioned restrictive covenants and restrictions contained in this Agreement shall survive and continue in force to the extent set out in this Agreement.

9.2 Entire Agreement

This is the entire agreement between the Company and you on the subject matters addressed herein. There are no representations, warranties or collateral agreements, whether written or oral, outside of this written Agreement. This Agreement and the terms and conditions of employment contained herein supersede and replace any prior understandings or discussions between you and the Company regarding your employment. Any changes to this Agreement must be made in writing and signed by both the Company and you.

9.3 Governing Law

This Agreement will be governed by and construed in accordance with the laws of Ontario (the "Province") and the laws of Canada applicable in the Province. You irrevocably submit to the exclusive jurisdiction and venue of the courts located in the Province in any legal suit, action or proceeding arising out of or based upon this Agreement.

9.4 Severability

If any provision in this Agreement is determined to be invalid or unenforceable, such provision will be severed from this Agreement, and the remaining provisions will continue in full force and effect.

9.5 Assignment

The Company may assign this Agreement to an affiliate or subsidiary, and it enures to the benefit of the Company, its successors or assigns.

9.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission, including in portable document format (.pdf), shall be deemed as effective as delivery of an original executed counterpart of this Agreement.

9.7 Conditional Offer

This offer, Agreement and your employment is conditional on the Company's satisfaction (determined in the Company's sole discretion) that you have met the legal requirements to perform your role, including but not limited to satisfactory results of Health Canada security clearance checks and criminal record checks and other reference checks that the Company performs. You acknowledge and agree that in accepting this offer and signing this Agreement, and providing the Company with the necessary documentation to perform the checks required for your role and with references, you are providing consent to the Company or its agent, to performs such checks and contact the references you provided to the Company.

By signing below, you represent that you are not bound by the terms of any agreement with any person or entity which restricts in any way your hiring by the Company and the performance of your expected job duties; you also represent that, during your employment with the Company, you will not disclose or make use of any confidential information of any other persons or entities in violation of any of their applicable policies or agreements and/or applicable law.

To accept this offer, kindly sign this letter and the attached certification form in the space below and return an original to my attention within 2 business days of the date of this document. If you have any questions, please contact me. I very much look forward to having the opportunity to work with you.

Yours truly,

Krista Ireland, Human Resources

Cronos Group Inc.

Krista Ireland, Human Resources

By my signature below, I confirm that I have read, understand and agree with the foregoing terms, that I have been afforded a reasonable opportunity to consult with independent legal counsel with respect to the foregoing terms before affixing my signature below, and that I sign this agreement freely and voluntarily and without any pressure, duress or undue influence. I have not relied on any representations or statements, oral, written or otherwise, that are not contained in this Agreement.



Mukta Garge

Date: 5th March 2020