DEBT SETTLEMENT AGREEMENT

THIS AGREEMENT dated for reference the 25th day of February, 2025.

BETWEEN:

CULT FOOD SCIENCE CORP., a corporate body incorporated under the laws of the province of Ontario, having an office at 82 Richmond St. E., Toronto, ON, M5C 1P1, Canada

(the "**Company**")

AND:

ZIM MANAGEMENT CONSULTANCY - FZCO., a corporate body incorporated under the laws of the Dubai, United Arab Emirates, having an office at [redacted]

(the "**Creditor**")

WHEREAS:

A. The Company owes the Creditor an aggregate amount of $99,000.00 (the "**Debt**"); and

B. The Company and the Creditor desire to settle the Debt by the issuance of common shares ("**Shares**") in the capital of the Company to the Creditor, in accordance with the terms of this Agreement

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained the parties hereto covenant and agree as follows:

1. Subject to and upon receipt of acceptance for filing of this Agreement, the Company does hereby agree to issue unto the Creditor, as fully paid and non-assessable, a total of 1,980,000 Shares in the capital of the Company at a deemed price of CAD$0.05 per Share.

2. The Creditor hereby agrees that the receipt of the Shares specified in paragraph 1 hereof shall constitute a full and final settlement of the entire amount of the Debt and that upon receipt of the Shares, the Creditor for itself, its heirs, executors, administrators, successors and assigns shall release, remise and forever discharge the Company and its affiliates of the Debt and from any and all claims, past, present or future, which the Creditor now has or may have in the future against the Company for or by reason of or in any way arising under or in respect of the Debt.

3. The Creditor hereby acknowledges that there are no representations or warranties given by the Company or its directors or officers concerning the future value of the Shares.

4. The Creditor acknowledges that the Shares will be subject to a hold period under applicable Canadian securities laws and does hereby agree to abide by such hold period and any and all other trading restrictions and filing requirements with respect to the Units

as may be required by applicable Canadian securities legislation, and the certificate(s) representing the Shares will be endorsed with the following legends:

> "UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [the date that is four months and one day from closing].

5. In the event of any subdivision, consolidation or other change in the share capital of the Company between the date of this Agreement and issuance of the Shares, the number of Shares to be issued hereunder and the price thereof shall be deemed to be adjusted in accordance with the subdivision, consolidation or other change in the share capital of the Company.

6. The Creditor agrees to provide the Company with such documentary evidence, including without limitation, copies of loan agreements, promissory notes, invoices, purchase orders, bills for goods delivered or services provided, as may be necessary to obtain acceptance of this Agreement and further agrees that the failure to do so, whether such failure results in delays or in the refusal of this Agreement, shall not constitute a default of the Company under this Agreement.

7. The Creditor will, at the request of the Company, execute and deliver such further agreements, instruments and documents and do such further acts and things as may be reasonably required in order to evidence, carry out and give full force and effect to the terms, conditions, intent and meaning of this Agreement.

8. The Creditor represents and warrants to the Company that:

   (a) the Debt represents a bona fide debt that was incurred for value, on commercially reasonable terms and which, on the date it was incurred, was required to be repaid in cash;

   (b) it is a resident of the jurisdiction set out opposite its name on the first page of this Agreement and it is not, and is not acquiring the Units for the account or benefit of, a U.S. Person (as defined in Regulation S under the United States *Securities Act of 1933*) or a person in the United States;

   (c) it does not have knowledge of any "material fact" or "material change" (as those terms are defined under applicable Canadian securities legislation) in the affairs of the Company that has not been generally disclosed to the public, save knowledge of this particular transaction;

   (d) it has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if an individual, is of full age of majority, in the jurisdiction in which it is resident, and if the Creditor is a corporation it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and all necessary approvals by its directors, shareholders and others have been given to authorize the execution of this Agreement on behalf of the Creditor; and

   (e) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of the Creditor enforceable against it;

9. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

10. This Agreement shall enure to the benefit of and be binding upon the respective parties hereto, their heirs, executors, administrators, successors and assigns.

11. This Agreement, which includes any interest granted or right arising under this Agreement, may not be assigned or transferred.

12. Except as expressly provided in this Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Agreement contains the entire agreement between the Parties with respect to the Shares and there are no other terms, conditions, representations or warranties whether expressed, implied, oral or written, by statute, by common law, by the Company or by anyone else.

13. This Agreement may be executed in counterparts, each of which when delivered will be deemed to be an original and all of which together will constitute one and the same document and the parties will be entitled to rely on electronic delivery of an executed copy of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as at the day and year first above written.

CULT FOOD SCIENCE CORP.

By: Mitchell Scott

Chief Executive Officer
Mitchell Scott

ZIM MANAGEMENT CONSULTANCY - FZCO

By: ______________________________

Authorized Signatory
[redacted]