

INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this 17th day of May, 2021 (the “**Effective Date**”), by and between:

Smart Material Printing, BV, a Netherlands corporation with limited liability with its principal address at Enschede, Netherlands and Windplussonne GmbH, a German corporation with limited liability with its principal address at Granau, Germany (hereinafter individually as “**Owner**” or collectively as “**Owners**”)

Vaxxinator Coating BV, a Netherlands corporation with limited liability with its principal address at Enschede, Netherlands (hereinafter “**Licensors**”)

Dr. Gregor Luthe, an individual resident in Gronau, Germany (hereinafter “**Dr. Luthe**”)

-and-

Vaxxinator Enterprises Inc. (formerly SOL Wellness Co. Ltd.), a British Columbia corporation with its principal address at Vancouver, British Columbia, Canada (hereinafter “**Licensee**”)

RECITALS

WHEREAS Owners are the owners of the Licensed Technology (as defined below);

AND WHEREAS Licensors is the exclusive licensee of the Licensed Technology (as defined below) from each Owner;

AND WHEREAS Dr. Luthe is willing to grant representations and warranties in his personal capacity with respect to the Licensed Technology;

AND WHEREAS Licensors is willing to grant and Licensee wishes to obtain the grant of an exclusive sublicense to the Licensed Technology in the Field (as defined below), subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereby agree as follows:

1. Definitions

1.1 “**Affiliate**” means any corporation, company, partnership, joint venture and/or firm which Controls, is Controlled by, or is under common Control with a specified Person or entity.

1.2 “**Agreement**” means this Intellectual Property License Agreement, including the Schedules hereto and as any of them may from time to time be supplemented or amended.

1.3 “**Business Day**” means any day which is not a Saturday, a Sunday or a day observed as a statutory or civic holiday under the laws of the Federal Republic of Germany.

1.4 “**Cash Consideration**” has the meaning given to it in Section 4.1(a) of this Agreement.

1.5 “**Confidential Information**” means all trade secrets and other proprietary materials, know-how or other information (whether or not patentable) regarding a Party’s technology, products, business information or objectives, including confidential information in the Licensed Technology, which is designated as confidential in writing by the disclosing Party, whether by letter or by the use of an appropriate stamp or legend, prior to or at the time any such trade secrets and other proprietary material, know-how or other information is disclosed by the disclosing Party to the receiving Party. Notwithstanding the foregoing, trade secrets and other proprietary materials, know-how or other information which is orally, electronically or visually disclosed by the disclosing Party, or is disclosed in writing without an appropriate letter, stamp or legend, shall constitute Confidential Information of this disclosing Party: (i) if the disclosing Party, within thirty (30) days after such disclosure, delivers to the receiving Party a written document describing the trade secrets and other proprietary materials, know-how or other information, designating the same as confidential, and referencing the place and date of such oral, visual, electronic or written disclosure and the names of the persons to whom such disclosure was made, or (ii) such information is of the type that is customarily considered to be confidential information by persons engaged in activities that are substantially similar to the activities being engaged in by the Parties. Confidential information does not include information (a) that is required by law, order or regulation of a governmental agency or a court of competent jurisdiction, provided that the receiving party shall provide reasonable advance written notice thereof to the disclosing party and provide the disclosing party with an opportunity to object and prevent such disclosure; (b) that was in the public domain prior to its receipt under this Agreement, or thereafter becomes part of the public domain through no fault of the receiving party; (c) where the receiving party can show credible written evidence that it was in its possession at the time of the receipt without an obligation of confidentiality; (d) information received by the receiving party from a Third Party that is not under an obligation to maintain the information in confidence; or (e) after disclosure, is received by the receiving party from a Third Party, unless the receiving party knows or could anticipate that such party was not entitled to receive and/or transfer the information concerned.

1.6 “**Common Shares**” means common shares in the capital of the Licensee.

1.7 “**Control**” or “**Controlled**” means:

- (a) in the case of corporate entities, direct or indirect ownership of at least 50% of the stock, shares or other securities having the right to vote for the election of directors; and

- (b) in the case of non-corporate entities, direct or indirect ownership of at least 50% of the equity interest with the power to direct the management and policies of such non-corporate entities.

1.8 **“Consideration Shares”** has the meaning given to it in Section 4.1(b) of this Agreement.

1.9 **“Covering”, “Cover”, or “Covered”** means, with respect to a Patent Right, that, but for a license granted to a Party under a Valid Claim included in such Patent Right, the practice by such Party of an invention claimed in such Patent Right would infringe such Valid Claim or in the case of a Patent Right that is a patent application, would infringe a Valid Claim in such patent application if it were to issue as a patent.

1.10 **“Effective Date”** has the meaning given at the beginning of this Agreement.

1.11 **“Field”** means:

- (a) air and water purification technology capable of removing viruses, bacteria, ultrafine particles including mold and spores through aggregation; and
- (b) thin coating with virucidal and bactericidal materials for use in combatting viruses and bacteria on surfaces.

1.12 **“Improvements”** means any discovery, improvement, technology, know-how, data or invention (in each case, whether or not patentable) that is directly related to Licensed Technology and the Licensed Product that is conceived, made or put into practice after the Effective Date.

1.13 **“Invention”** means the proprietary technology or technologies which are described or disclosed in the Patent Rights.

1.14 **“Know-How”** means the general and specific knowledge, experience and information, whether or not in written or printed form, applicable to the design, manufacture, production, performance, use, service or sale of the Inventions, that was in the possession or knowledge of Licensor on the Effective Date.

1.15 **“Licensee Customer”** means a Third Party that purchases a Licensed Product from Licensee for use in the Field.

1.16 **“Licensed Technology”** means the Patent Rights, the Know-How and the Technical Information and does not include “Transferred Intellectual Property Assets” assigned from Licensor to Licensee pursuant to the Intellectual Property agreements listed in Schedule B and as defined therein.

1.17 **“Licensed Product”** means any device or product, including the use of any device or product, and any process that (i) is Covered by any of the Patent Rights, whether as a single unit or bundled or combined with another device or product, and, in the event that the device is bundled or combined with any other device or product, the bundled or combined product shall constitute the Licensed Product; or (ii) includes Know-How or Technical Information.

1.18 **“Licensed Rights”** means the licensed rights granted by Licensor to Licensee set out in Section 3.1.

1.19 **“Liquidity Event”** means: (i) an initial public offering, reverse takeover, business combination or other similar transaction pursuant to which the Common Shares become listed on a stock exchange in Canada or (ii) the completion of any transaction whereby Permitted Sublicensee or its shareholders receive and accept an offer to acquire all of the outstanding share capital or an offer to acquire all or substantially all of the assets of Permitted Sublicensee, whether effected through an acquisition for cash or securities, and whether structured as a purchase or otherwise.

1.20 **“Liquidity Event Securities”** has the meaning given to it in Section 4.5 of this Agreement.

1.21 **“Parties”** means Owners, Licensor, Licensee and Dr. Luthe collectively, and **“Party”** means either of them.

1.22 **“Patent Rights”** means the Patent Rights set out in Schedule A and includes all patent applications that may be filed before or after the Effective Date by Owners claiming the same subject matter and claiming priority from the any of the Patent Rights set out in Schedule A, including national and regional patent applications filed under the Patent Cooperation Treaty and all re-examinations, continuations, continuations-in-part and divisionals, and any patents which may issue there from, including all reissues, renewals and extensions thereof.

1.23 **“Permitted Sublicensee”** means an Affiliate of Licensee (so long as such Affiliate remains an Affiliate of Licensee) or a Third Party.

1.24 **“Permitted Use”** has the meaning set forth in Section 11.

1.25 **“Person”** means an individual, a partnership, a corporation, a limited or unlimited liability company, a trust, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.

1.26 **“Recitals”** means the Recitals to this Agreement.

1.27 **“Technical Information”** means any and all documents in whatever form, including but not limited to writings, computer disks, computer tapes, and electronic records, containing design and technical information, engineering or production data, drawings, plans, specifications, techniques, methods, processes, trade secrets, reports, models, market research data, and any and all other material or matter used by or in possession or control of Licensor on the Effective Date and applicable to the design, manufacture, production, use, service or sale of any Invention, or that is otherwise related to any Invention, including any copyright related thereto.

1.28 **“Term”** has the meaning set forth in Section 7.

1.29 **“Territory”** means the world.

1.30 “**Third Party**” means any Person other than the Owners, Licensor, Licensee and Dr. Luthe.

1.31 “**Valid Claim**” means a claim (i) of any issued, unexpired patent which has not been revoked or held unenforceable or invalid by a decision of a court or governmental agency of competent jurisdiction from which no appeal can be taken, or with respect to which an appeal is not taken within the time allowed for appeal, and which has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue, disclaimer or otherwise, or (ii) of any patent application which shall neither have been cancelled, withdrawn or abandoned.

2. Interpretation

2.1 headings in this Agreement are solely for the convenience of reference and shall not be used for purposes of interpreting or construing the provisions hereof;

2.2 all references in this Agreement to a designated “Article”, “Section”, “Subsection” or other subdivision or to a Schedule is to the designated Article, Section, Subsection or other subdivision of, or Schedule to, this Agreement;

2.3 the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, Subsection or other subdivision or Schedule;

2.4 the word “including”, when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, 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, but rather is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;

2.5 all references to currency are deemed to mean US dollars or Euros (€) as the case may be;

2.6 any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which has the effect of supplementing or superseding such statute or such regulations;

2.7 any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity;

2.8 words imparting the masculine gender include the feminine or neuter gender and words in the singular include the plural and vice versa; and

2.9 any action to be taken pursuant to this Agreement on a day which is not a Business Day shall be taken on the next succeeding Business Day.

3. Exclusive License Grant

3.1 Licensors hereby grants to Licensee an exclusive, irrevocable (during the Term), royalty-free license, with the right to grant sublicenses pursuant to Section 3.2, to use the Licensed Technology to make, have made, import and sell the Licensed Product within the Field and within the Territory for the Term.

3.2 Licensee has the sole right to negotiate and grant sublicenses of the Licensed Rights to any Permitted Sublicensee without the prior written consent of any other Party. Written notification of each such sublicense granted by Licensee shall be provided to Licensors within 10 Business Days of entering into the sublicense.

3.3 Owners acknowledge and agree that Licensee shall at all times during the Term from and after the Effective Date have the exclusive rights granted to it under Section 3.1 and 3.2. Owners and Licensors shall not at any time, directly or indirectly, itself or through any other Person, including, without limitation, through the grant of any rights to any other Person, engage in any activity of any kind whatsoever under the Licensed Technology to make, use, import and sell the Licensed Product within the Field and within the Territory for the Term.

3.4 The Parties agree that for applications of the Licensed Technology for purposes directly within the Field related to military, aviation and space, a special purpose vehicle shall be incorporated by Licensee at the expense of Licensee as a wholly-owned subsidiary of Licensee and shall be managed by Dr. Luthe or a person designated by Dr. Luthe to be approved in writing in advance by Licensee. This special purpose company shall be structured to provide revenue and financial benefits to the Licensee under the spirit of this Agreement and will report to the Licensee according to standard customary reporting practices of a wholly-owned subsidiary company to the Licensee.

3.5 The Parties agree that all Improvements in the Field made by any of the Parties or any Permitted Sublicensees, including by their employees or independent contractors, shall be owned by the Owners, immediately disclosed to the Owners or the Licensee, as applicable, automatically included in the license granted in Section 3.1 with no additional consideration and, subject to the license granted in Section 3.1, the Licensee and Permitted Sublicensees assign to the Owners at the time of creation all of their respective rights and interests in any such Improvements.

3.6 The Parties agree that in the event that underlying agreement between any one of the Owners and Licensors is terminated, all rights granted by Licensors and obligations, representations and warranties of Licensors provided under this Agreement will be granted by and provided by that Owner directly to Licensee.

4. Financial Terms

4.1 In consideration of the grant of rights set out in Sections 3.1 and 3.2 of this Agreement, Licensee shall pay to Owners the following:

- (a) an aggregate of €4.500.000 (the “**Cash Consideration**”) payable as follows:

- (i) €2,000,000 upon execution of this Agreement by all Parties;
- (ii) €2,500,000 on June 7, 2021;
- (b) 7.6 million Common Shares at a deemed value of \$0.50 per Common Share (each a “**Consideration Share**”) upon execution of this Agreement by all Parties.

4.2 Licensor shall pay to Owners all reasonable costs incurred by Owners in prosecution and maintenance of the Patent Rights up to a maximum of €300,000 per year (Owners shall forward each invoice associated with prosecution and maintenance of the Patent Rights to Licensee within 30 days of the date of the invoice and Licensee shall reimburse Owners for the invoice within 30 days of receipt by Licensee).

4.3 The Owners may irrevocably direct the Licensee to deliver the Cash Consideration and Consideration Shares to Dr. Luthe and and/or Licensor, as designated by Dr. Luthe.

4.4 Owners represent and warrant that Dr. Luthe and/or any Licensor as referred to in Section 4.3 of this Agreement is (i) acquiring the Consideration Shares as principal and (ii) is an “accredited investor” as such term is contemplated under applicable Canadian securities laws.

4.5 In the event of a Liquidity Event, the Owners each acknowledge and agrees to enter into and be bound by, and shall cause Dr. Luthe and/or Licensor as set out in Section 4.3 of this Agreement to enter into and be bound by, a lock-up agreement with Licensee pursuant to which each Owner, Dr. Luthe and the Licensor (collectively, the “**Locked-up Persons**”), as applicable, agrees not to, directly or indirectly, offer, sell, dispose, secure or otherwise transfer any of the Common Shares comprising the Consideration Shares or replacement securities thereto (in each case, the “**Liquidity Event Securities**”) except in accordance with and pursuant to the following release schedule: (i) 25% of the Liquidity Event Securities shall be released immediately following the closing date of the Liquidity Event, (ii) an additional 25% of the Liquidity Event Securities shall be released two (2) months following the closing date of the Liquidity Event; (iii) an additional 25% of the Liquidity Event Securities shall be released four (4) months following the closing date of the Liquidity Event; and (iv) the remaining balance of the Liquidity Event Securities shall be released six (6) months following the closing date of the Liquidity Event. This lockup agreement may be accelerated at Licensee’s sole discretion. Notwithstanding the foregoing, the Locked-up Persons, will be permitted to sell, transfer or otherwise dispose of the Liquidity Event Securities to effect a transfer: (a) to an affiliate of the Locked-up Person, or any company, trust or other entity owned by or maintained for the benefit of the Locked-up Person; (b) occurring by operation of law or in connection with transactions arising as a result of the death of the Locked-up Person; (c) made pursuant to a bona fide take-over bid made to all holders of voting securities of the Licensee or similar acquisition or merger transaction, provided that in the event that the take-over or acquisition or merger transaction is not completed, any securities shall remain subject to the restrictions contained in the lock-up agreement; or (d) to any nominee or custodian where there is no change in beneficial ownership, for bona fide tax planning purposes and where the Liquidity Event Securities are still subject to the lock-up agreement.

5. Technology Transfer

5.1 At the commencement of the Term, and at no additional cost to Licensee, Owners or Licensor will deliver to Licensee in English all manufacturing processes, techniques, Know-How and Technical Information required to permit the development, manufacture, use and sale of the Licensed Product (either through access to documents or Licensor personnel, or both) that is necessary to exploit the exclusive license granted under this Agreement.

5.2 During the Term, as reasonably required by the Licensee or agreed as appropriate by the Parties, Licensor will provide ongoing consultation and advisory services through Dr. Luthe or other employees or consultants of Licensee to effect the purpose of this Agreement at standard hourly rates including a reimbursement of reasonable expenses, and Licensor will provide such services promptly and on a commercially reasonable basis. Licensee shall provide suitable working facilities and equipment reasonably necessary in order to provide the ongoing consultation and advisory services contemplated herein.

5.3 The Parties agree that any payments received under Paragraph 5.2 herein shall not be considered an advance or offset of the Financial Terms agreed on under Paragraph 4 of this Agreement.

5.4 The Parties agree that (i) Dr. Luthe will provide part-time services as a non-executive CTO to the Licensee; and (ii) Michael Stueckmann will serve as a Board of Director or business development advisor, at the option of Licensee. Upon entering into a mutually agreeable services agreement with Licensee with respect to the services in (i) and (ii), Licensee will issue a total of 2.166 million shares in Licensee under the Licensee's stock compensation plan to be allocated as Dr. Luthe and Michael Stueckmann as they deem appropriate at their sole discretion.

6. Intellectual Property Ownership and Protection

6.1 Prosecution and Maintenance of Patent Rights

- (a) Subject to Section 4.2, Owners shall be responsible for preparing, filing, prosecuting, obtaining and maintaining, at its cost and discretion, and acting through patent attorneys or agents agreed upon between Owners and Licensee, all Patent Rights in the Territory.
- (b) Owners shall provide to the Licensee a written report, not later than June 30 and December 31 of each calendar year, detailing the status of each of the Patent Rights, including evidence that each of the Patent Rights is subsisting.
- (c) Owners shall not abandon any of the Patent Rights without prior written notice of at least 45 days to Licensee. Owners shall offer to assign to Licensee any Patent Rights that Owners intends to abandon at least 45 days prior to the date of abandonment.

- (d) Licensee agrees that it and its Affiliates will not at any time during or after the Term directly or indirectly challenge, or assist any Person in challenging, any of the Patent Rights.

6.2 Enforcement of Patent Rights

- (a) If, during the Term, a Party learns of any actual, alleged or threatened infringement by a Third Party of any of the Patent Rights, it shall promptly notify the other Party. The Parties shall consult with each other as promptly as reasonably practicable to review actions to be taken in connection with such infringement.
- (b) Licensee shall have the first right (but not the obligation), at its own expense and with legal counsel of its own choice, to commence legal action against a Third Party defendant (the “**Defendant**”) for any actual, alleged or threatened infringement of the Patent Rights in the Field and in the Territory (a “**Patent Enforcement Action**”) and to control and direct all matters in connection with the prosecution of the Patent Enforcement Action provided that the Owner shall have the right, at its own expense, to participate in such Patent Enforcement Act.
- (c) Without limitation of the provisions of Section 6.2(b), with respect to each Patent Enforcement Action, Licensee shall, in its discretion, have the right:
 - (i) to determine the jurisdiction and the court in which the Patent Enforcement Action shall be commenced and prosecuted, the remedies to be claimed against the Defendant, and the filing of an appeal from the decision of court;
 - (ii) to settle the Patent Enforcement Action upon such terms as it may in its discretion determine;
 - (iii) to discontinue the Patent Enforcement Action (whether in connection with a settlement of the action or otherwise), subject to the Owners’ right to assume control of the Patent Enforcement Action pursuant to 6.2(f) below;
 - (iv) retain all proceeds resulting from discontinuance the Patent Enforcement Action; and
 - (v) retain all damage award resulting from a decision in the Patent Enforcement Action issued by a court or other body having jurisdiction to decide the Patent Enforcement Action.
- (d) A Patent Enforcement Action shall be commenced and prosecuted in the name of the Owner of the Patent Rights that are cited in the Patent Enforcement Action. Licensors or Licensees agree to be joined as a party plaintiff if required by law applicable to the prosecution of an infringement action against the Defendant.

- (e) In connection with each Patent Enforcement Action, Licensor and Owners shall otherwise assist Licensee, at Licensee's request, during a Patent Enforcement Action or in preparation for a Patent Enforcement Action.
- (f) In the event that Licensee does not commence a Patent Enforcement Action within 60 days of first becoming aware of the actual, alleged or threatened infringement of the Patent Rights or, having elected to commence a Patent Enforcement Action thereafter fails to advance such action in a reasonable manner within a reasonable time, the Owners or Licensor may choose at its own expense and with legal counsel of its own choice, to commence legal action against a Defendant for any actual, alleged or threatened infringement of the Patent Rights in the Field and in the Territory or to assume control of the Patent Enforcement Action and to control and direct all matters in connection with the prosecution of such action.
- (g) Without limitation of the provisions of Section 6.2(f), with respect to each action brought or control of which has been assumed by Licensor, Owner or Owners, Licensor, Owner or Owners shall, in its discretion, have the right:
 - (i) to determine the jurisdiction and the court in which the action shall be commenced and prosecuted, the remedies to be claimed against the Defendant, and the filing of an appeal from the decision of court;
 - (ii) to settle the action upon such terms as it may in its discretion determine;
 - (iii) to discontinue the action (whether in connection with a settlement of the action or otherwise);
 - (iv) retain all proceeds resulting from discontinuance of the action; and
 - (v) retain all damage award resulting from a decision in the action issued by a court or other body having jurisdiction to decide the action.
- (h) In any infringement suit or dispute with a Third Party, the Parties will reasonably cooperate with each other, by permitting the other Party access to its relevant personnel, records, papers, samples, specimens and all other relevant information, at the expense of the Party initiating such action.

6.3 Infringement Claims by Third Parties

Licensee shall conduct and bear the cost of the defence for, and the cost of any judgment or award pursuant to, all actions against Licensee, Licensor, Owners, Licensee Customer or their respective sublicensed Affiliates in which it is claimed that the manufacture, use, sale, offering for sale or importation of any Licensed Product by Licensee or the use by Licensee, a Permitted Sublicensee or a Licensee Customer in the Field infringes any intellectual property rights of any Third Party.

7. Term and Termination

7.1 The term of this Agreement shall commence on the Effective Date and continue for a period ninety nine (99) years thereafter (the “**Term**”).

7.2 The Parties agree that the Term shall be automatically extended for an additional period of ninety-nine (99) years from the end of the initial Term at no additional consideration, providing this Agreement has not been terminated pursuant to Section 7.3.

7.3 Licensor shall only be entitled to terminate this Agreement:

- (a) in the event that Licensee does not pay the amounts described in Section 4.2 provided that Licensee shall be given a cure period of 14 days from being notified by Licensor that such amounts have not been paid; or
- (b) in the event that Licensee does not commercialize the Licensed Product, within five (5) years from the Effective Date.

The right of Licensor to terminate this Agreement under the herein section shall not apply if Licensor or Owner has materially breached any of its obligations in this Agreement.

7.4 At the end of the Term (whether by expiry or termination), all rights and privileges granted to the Licensed Technology shall be deemed to revert to Licensor or the Owners, as the case may be, without the need for any further notice or action.

8. Non-Compete

8.1 During the Term, Licensor and Owners shall not use or otherwise employ the Licensed Technology, or any portion thereof, for any purpose within the Field and shall not permit any Third Party to employ the Licensed Technology, or any portion thereof, within the Field.

8.2 During the Term, Licensee shall not use or otherwise employ the Licensed Technology, or any portion thereof, outside the Field and shall not permit any Third Party, including any Licensee Customer, to employ the Licensed Technology, or any portion thereof, for any purpose outside the Field.

9. Assignment

9.1 Licensor may only assign this Agreement or rights and duties under this Agreement with the consent of the Licensee which consent may not be unreasonably withheld and provided that the assignee agrees in writing to be bound by this Agreement and all of the Licensor's obligations under this Agreement on a joint and several basis with the Licensor and any such assignment shall not relieve the Licensor from any of its obligations hereunder.

9.2 Licensee may only assign this Agreement or its rights or duties under this Agreement without the prior written consent of Licensor, provided that, in any case, the assignee agrees in writing to be bound by this Agreement and all of the Licensee's obligations under this

Agreement on a joint and several basis with the Licensee and any such assignment shall not relieve the Licensee from any of its obligations hereunder.

9.3 The Parties agree that in the event that underlying agreement between any one of the Owners and Licensor is assigned, the Owners and Licensor, as the case may be, shall oblige the assignee of that underlying agreement to be bound by the terms of this Agreement.

9.4 Subject to the foregoing, this Agreement shall be binding upon and enure to the benefit of each Party and its respective heirs, executors, legal personal representatives, successors, and permitted assigns.

10. Ownership

10.1 Owners and Licensor shall retain all right, title and interest in and to the Licensed Technology and nothing in this Agreement shall be construed to grant Licensee any ownership interest in or to the Licensed Technology.

10.2 The license granted in Section 3.1 shall be binding on any and all future assignees of some or all of the Licensed Technology by each Owner.

11. Confidential Information

11.1 Licensee may use Licensor's or Owners' Confidential Information, including Know-How and Technical Information that is confidential, to the extent reasonably required to exercise its License Rights under Section 3.1, as permitted under this Agreement (the "**Permitted Use**").

11.2 Licensee will treat all of Licensor's or Owners' Confidential Information as confidential and proprietary to Licensor or Owners, as the case may be. Licensee shall not disclose any Confidential Information to Third Parties, except as reasonably required to carry on the Permitted Use and then only as expressly authorized in accordance with Section 11.3.

11.3 Licensee may disclose Licensor's or Owners' Confidential Information to Licensee Customers and potential Licensee Customers, but shall only do so after the Licensee Customer or potential Licensee Customer has agreed to be bound by written obligations of confidentiality that are at least as stringent as those set out in this Section 11. Licensee shall not disclose Confidential Information to its own employees, representatives or contractors except on a "need to know" basis as may be reasonably required for the Permitted Use, and then only if the employees, representatives or contractors have first agreed to be bound by written obligations of confidentiality that are no less restrictive than those set out in this Section 11.

11.4 Licensee shall use conscientious efforts to protect Licensor's and Owners' Confidential Information in its care or control from unauthorized use, copying, access by Third Parties, and disclosure to Third Parties (including its own employees, representatives and contractors), employing methods at least as rigorous as those that the Licensee uses to protect its own most valuable confidential information, but in no circumstances less than reasonable care.

11.5 Licensor, Owner and Licensee each agree that they shall provide Confidential Information received from the other Party only to their respective directors, officers, employees, consultants and advisors, who have a need to know such Confidential Information to assist such Party in fulfilling its obligations under this Agreement, PROVIDED THAT such directors, officers, employees, consultants and advisors have agreed, in writing, to treat such information and materials as confidential, or have existing written agreements with such Party that obligate each of the same to treat such information and materials as confidential, and copies of such written agreements are promptly provided to the other Party at such other Party's request.

11.6 Notwithstanding the foregoing, should a receiving party be required to disclose Confidential Information received hereunder in response to a subpoena, order or other requirement of a governmental or regulatory agency or official, legislative body or court of competent jurisdiction, or to comply with its obligations under securities or other laws applicable to its business, the receiving party shall be permitted to do so. In such event, the receiving party shall, to the extent legally permitted, promptly notify the disclosing party thereof in writing, and upon request of the disclosing party, shall to the extent practical, reasonably cooperate with the disclosing party (at the disclosing party's expense) in contesting such disclosure or seeking confidential treatment of, or an appropriate protective order with respect to, or appropriate limitation of, such Confidential Information.

11.7 Confidential Information included in a Licensed Product that cannot be reversed engineered from the Licensed Product after commercialization of the Licensed Product is defined as "**Highly Confidential Information**", disclosure of which will be disseminated to no more than five (5) authorized representatives of Licensee. Highly Confidential Information in a physical form should be secured in a secured lock location and Highly Confidential Information in electronic form shall be stored on storage media independent from the network servers of the Licensee.

11.8 The Parties will jointly determine whether or not to make a public announcement, news release or other public disclosure relating to this Agreement and will jointly prepare the content of each proposed public announcement, news release or other public disclosure. No Party will publicly disclose (including through public announcement or news release) the terms of this Agreement or any related matter without the other Parties' written consent in each instance, except that any Party may make a public disclosure that is required by applicable law (including disclosures in connection with legal proceedings and disclosures required by securities laws) provided that the Party gives the other Parties reasonable prior notice of the proposed public disclosure and a reasonable opportunity to provide written comments on the proposed public disclosure.

12. Representations and Warranties

12.1 Each Party represents and warrants to the other that:

- (a) Other than Dr. Luthe, it is duly incorporated and organized and validly existing under the laws of its jurisdiction of incorporation;

- (b) it has full right, power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (c) this Agreement has been duly executed by such Party and constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity;
- (d) the execution, delivery and performance of this Agreement by such Party does not: (i) violate any Applicable Law; nor (ii) conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound; nor (iii) conflict with or violate such Party's constituting documents, articles and/or bylaws; and
- (e) no consents, approvals or authorizations under Applicable Laws or from Third Parties are required to be obtained in connection with the execution, delivery and performance of this Agreement.

12.2 Owners hereby represent and warrant to Licensee that, as of the Effective Date:

- (a) Owners exclusively own or exclusively control all right, title and interest in and to the Licensed Technology, free and clear of any lien, charge, security interest, mortgage, pledge, restriction, adverse claim or any other encumbrance that would have a material adverse effect on the rights granted by Licensor to Licensee hereunder;
- (b) To the knowledge of each Owner and to the Licensor's knowledge, the Licensed Technology and/or the Licensed Product does not and shall not infringe, misappropriate or violate any intellectual property right of any Person in any manner which would have a material adverse effect on Licensee's rights hereunder. No infringement, misappropriation, or similar claim or proceeding is pending or, to the knowledge of each Owner and to the Licensor's Knowledge, has been threatened against either Owner or Licensor with respect to the Licensed Technology that would have a nontrivial adverse effect on Licensee's rights hereunder;
- (c) The Licensed Technology has been tested and is successful for removing viruses, bacteria and ultrafine particles from air and water through aggregation.
- (d) Schedule A contains a complete and accurate list of all patents and patent applications in the name of Owners that relate to the Field.
- (e) the Patent Rights listed in Schedule A have the status indicated therein; all patents and patent applications are subsisting and in good standing and have not been irrevocably abandoned, and all fees necessary to maintain such patents and applications in full force and effect have been paid.

- 12.3 Dr. Luthe hereby represents and warrants to Licensee, as of the Effective Date:
- (a) Schedule A contains a complete and accurate list of all patents and patent applications in the name of Owners that relate to the Field; and
 - (b) Dr. Luthe has transferred all of his personal right, title and interest in and to the Licensed Technology to the Owners free and clear of any lien, charge, security interest, mortgage, pledge, restriction, adverse claim or any other encumbrance that would have a material adverse effect on the rights granted by Licensor to Licensee hereunder.
- 12.4 Licensor hereby represents and warrants to Licensee that, as of the Effective Date:
- (a) Licensor is not aware of any lien, charge, security interest, mortgage, pledge, restriction, adverse claim or any other encumbrance that would have a material adverse effect on the rights granted by Licensor to Licensee hereunder.
- 12.5 Licensee hereby represents and warrants to Licensor that, as of the Effective Date:
- (a) No action or proceeding is pending or threatened by any person or governmental entity to enjoin or prohibit the issuance of the Consideration Shares contemplated herein or the right of the Owners to own the Consideration Shares.
 - (b) The Consideration Shares have been duly and validly authorized and, on the Effectiveness Date, the Consideration Shares will be validly issued as fully paid and non-assessable shares of the Licensee.
- 12.6 Disclaimer of Warranty
- (a) Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed as a representation, condition or warranty made by Owners or Licensor:
 - (i) that the intellectual property rights of a Party is not infringed by any Third Party, or that the practice of the intellectual property rights of a Party does not infringe any intellectual property rights of any Third Party; or
 - (ii) that any patents will issue based on pending applications or that any such pending applications or patents issued thereon will be valid.
 - (b) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY EXPRESSLY DISCLAIMS, WAIVES, RELEASES, AND RENOUNCES ANY REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OR CONDITIONS ARISING FROM USAGE OF TRADE OR COURSE OF

DEALING, RELATING TO ANY PRODUCT OR SERVICE PROVIDED BY EITHER PARTY TO THE OTHER HEREUNDER.

13. Limitation of Liability

13.1 EXCEPT FOR BREACH OF SECTION 11, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR UNDER ANY CLAIM BY ANY THIRD PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED HOWEVER, THAT THIS SECTION 13 SHALL NOT BE CONSTRUED TO LIMIT EITHER PARTY'S INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THIRD PARTY CLAIMS UNDER SECTION 14.

13.2 LICENSEE AGREES THAT THE AGGREGATE ANY LIABILITY ON THE PART OF OWNERS, LICENSOR AND DR. LUTHE (a) FOR ANY BREACH OF ANY WARRANTY, REPRESENTATION, AGREEMENT OR COVENANT MADE BY IT UNDER THIS AGREEMENT; OR (b) IN ANY OTHER WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION (INCLUDING BREACH OF CONTRACT, INDEMNITY, STRICT LIABILITY, TORT INCLUDING NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY), WILL BE LIMITED TO LICENSEE'S ACTUAL, DIRECT, PROVABLE DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNTS PAID TO LICENSOR PURSUANT TO SECTION 4.1.

14. Indemnification

14.1 Each Party (the "**First Party**") agrees to defend, indemnify and hold harmless the other Parties and its officers, directors, employees, consultants and agents ("**Other Party Indemnity**") from and against any and all losses, damages, liability, expenses and costs, including reasonable legal expense and attorneys' fees ("**Losses**"), to which any such Other Party Indemnitee may become subject as a result of any claim, demand, action or other proceeding by any third party to the extent such Losses arise out of the material breach by the First Party of any representation, warranty, covenant or agreement made by it under this Agreement; except, in each case, to the extent such Losses result from the gross negligence or willful misconduct of the Other Party Indemnitee or the breach by the Other Party of any warranty, representation, covenant or agreement made by it under this Agreement.

14.2 Licensee agrees to defend, indemnify and hold harmless Licensor and its officers, directors, employees, consultants and agents ("**Licensor Indemnitees**") from and against any and all Losses, to which any such Licensor Indemnitee may become subject as a result of any claim, demand, action or other proceeding by any third party to the extent such Losses arise out of the development, manufacture, use, or Sale of any Licensed Product by or on behalf of Licensee or the unauthorized use or disclosure of Licensor's Confidential Information outside what is permitted under this Agreement; except, in each case, to the extent such Losses result

from the gross negligence or willful misconduct of any Licensor Indemnitee or the breach by Licensor of any warranty, representation, covenant or agreement made by it under this Agreement.

14.3 Licensee agrees to defend, indemnify and hold harmless Owners and its officers, directors, employees, consultants and agents (“**Owner Indemnitees**”) from and against any and all Losses, to which any such Owner Indemnitee may become subject as a result of any claim, demand, action or other proceeding by any third party to the extent such Losses arise out of the development, manufacture, use, or Sale of any Licensed Product by or on behalf of Licensee; except, in each case, to the extent such Losses result from the gross negligence or willful misconduct of any Owner Indemnitee or the breach by Owners of any warranty, representation, covenant or agreement made by it under this Agreement.

14.4 Licensor and Owners each agree to defend, indemnify and hold harmless Licensee and its officers, directors, employees, consultants and agents (“**Licensee Indemnitees**”) from and against any and all Losses, to which any such Licensee Indemnitee may become subject as a result of any claim, demand, action or other proceeding by any third party to the extent such Losses arise out of the Licensee receiving rights from Licensor under the terms of this Agreement or the unauthorized use by Licensor or either Owner of Licensee’s Confidential Information outside of what is permitted under this Agreement; except, in each case, to the extent such Losses result from the gross negligence or willful misconduct of any Licensee Indemnitee or the breach by Licensee of any warranty, representation, covenant or agreement made by it under this Agreement.

14.5 In the event Owners, Licensor or Licensee seek indemnification under Section 14.1, Section 14.2, Section 14.3 and Section 14.4, it shall inform the other Party (the “**Indemnifying Party**”) of a claim as soon as reasonably practicable after it receives notice of the claim, shall permit the Indemnifying Party to assume direction and control of the defense of the claim (including the right to settle the claim solely for monetary consideration), and shall cooperate as requested (at the expense of the Indemnifying Party) in the defence of the claim. Failure to give such notice shall not relieve the Indemnifying Party of its obligation to provide indemnification, except if and to the extent that the Indemnifying Party is actually and materially prejudiced. Notwithstanding the foregoing, the Indemnifying Party shall not settle or dispose of any such matter in any manner which would require the other Party to make any admission, or to take any action (except for ceasing use or distribution of the Licensed Product that are subject to the claim) without the prior written consent of the other Party, which should not be unreasonably withheld or delayed.

15. Licensee Obligations

15.1 All Licensed Product will be otherwise marked in such a manner as to conform with the patent laws and practice of the country of manufacture or sale.

15.2 During the Term, Licensee may republish material from Licensor’s or Owners’ standard service manual or publications into Licensee’s own manuals or other materials. But if Licensee does so, Licensee agrees to protect Licensor’s or Owners’ (as the case may be) underlying copyright in any of the materials which originate with Licensor or Owners. If Licensee

reproduces any portion of materials for which Licensor or Owners may hold copyright, Licensee will annotate the material with an appropriate legend (which Licensor must approve) denoting the copyright.

15.3 Licensee also agrees that Licensee will not remove any proprietary notices from any user manuals or other material originating from Licensor or any of the Owners, as the case may be, unless Licensor or Owners has given Licensee explicit written authorization in advance to do so.

16. Dispute Resolution

16.1 This Agreement shall be construed and governed in all respects by, the laws of the Federal Republic of Germany, without regards to conflicts of law principles that would apply a different body of law, except that questions affecting the construction and effect of any patent and patent application shall be determined by the law of the jurisdiction in which the patent has issued or would issue. The United Nations Convention on Contracts for the International Sale of Goods will not apply in any way to this Agreement.

16.2 If any dispute or disagreement arises between the Parties pertaining to the subject matter of this Agreement, it shall first be addressed to the individuals or offices identified in Section 17 of each Party for discussion and attempted resolution in good faith.

16.3 If a dispute cannot be resolved to the mutual satisfaction of the Parties pursuant to Section 16.2 within 10 business days from the date that a Party gives written notice to the other Party that such dispute or disagreement exists, then any such claim, controversy or dispute between the Parties to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement may be presented by either Party to be resolved by a court.

16.4 The Parties irrevocably submit to and accept generally and unconditionally the exclusive jurisdiction of the courts in the Federal Republic of Germany with respect to any legal action or proceeding which may be brought at any time relating in any way to this Agreement. Each of the Parties irrevocably waives any objection it may now or in the future have to the venue of any such action or proceeding, and any claim it may now or in the future have that any such action or proceeding has been brought in an inconvenient forum.

17. Notices and other Communication

17.1 Any notice or other communication required or permitted to be made or given to either Party hereto pursuant to this Agreement shall be sufficiently made or given on the date of receipt if sent to such Party by overnight or other courier that provides documented proof of delivery or by registered mail, addressed to it as stated herein below, or to such other address as it shall designate by written notice given to the other Party.

In the case of Owners:

Attention: [Redacted]
Address: [Redacted]
Telephone: [Redacted]

with a copy to:

Attention: [Redacted]
Email: [Redacted]

Attention: [Redacted]
Address: [Redacted]
Telephone: [Redacted]

with a copy to:

Attention: [Redacted]
Email: [Redacted]

In the case of Dr. Luthe:

Attention: [Redacted]
Address: [Redacted]
Telephone: [Redacted]

In the case of Licensee:

Attention: [Redacted]
Address: [Redacted]

with a copy to:

Company: [Redacted]
Attention: [Redacted]
Email: [Redacted]

In the case of Licensor:

Attention: [Redacted]
Address: [Redacted]
Telephone: [Redacted]

with a copy to:

Attention: [Redacted]
Email: [Redacted]

Any notice delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a business day then the notice will be deemed to have been given or made and received on the next business day.

18. Miscellaneous

18.1 **Further Assurances.** Each Party shall at any time and from time to time, upon each request by the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.

18.2 **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of and between the Parties with respect to the subject matter hereof and supersedes all prior or collateral representations, warranties, negotiations and agreements with respect to such subject matter.

18.3 **All Modifications in Writing.** This Agreement cannot be modified or varied by any oral agreement or representation or otherwise than in a writing executed by both Parties.

18.4 **Waiver.** Failure of any Party to insist upon strict performance of any of the covenants, terms, or conditions of this Agreement shall not be deemed to be a waiver of any other breach or default in the performance of the same or any other covenant, term or condition contained in this Agreement. The waiver of any breach of this Agreement by any Party will in no event constitute a waiver of any future breach, whether similar or dissimilar in nature. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Party.

18.5 **Headings.** The headings of the clauses in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

18.6 **Survival.** The following provisions shall survive any termination of this Agreement: Sections 11.

18.7 **Severability.** In the event that any clause of this Agreement is deemed unenforceable, the remaining clauses of the Agreement shall remain in full force and effect.

18.8 **No Partnership.** Nothing in this Agreement shall constitute the Parties as partners of one another, nor shall anything herein constitute the Parties as agents for one another with respect to the matters raised and covered under this Agreement.

18.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. For the purposes of this Agreement and all other documents and agreements contemplated by this Agreement, the signature of any Party hereto or thereto evidenced by a telecopy showing such signature shall constitute conclusive proof for all purposes of the signature of such Party to this Agreement or those other documents and agreements, as the case may be.

IN WITNESS WHEREOF each of the Parties hereto has executed this Agreement as of the Effective Date.

[OWNERS]

Per: WindplusSonne GmbH
Name: Dr. Gregor Luthe.....
Title: CEO.....
"Gregor Luthe"
(I have authority to bind the Corporation)

Per: Smart Material Printing B.V.
Name: Dr. Gregor Luthe.....
Title: CEO.....
"Gregor Luthe"
(I have authority to bind the Corporation)

[Dr. LUTHE]

Name: Dr. Gregor Luthe

"Gregor Luthe"

[LICENSOR]

Per: Vaxxinator Coating B.V.
Name: Eduard Schubert.....
Title: CEO.....
"Eduard Schubert"
(I have the authority to bind the Corporation)

[LICENSEE]

Per: "Olivier Centner"
Name: Olivier Centner.....
Title: Chief Executive Officer.....
(I have authority to bind the Corporation)

SCHEDULE A
Licensed Patents

1. OWNER NAME: SMART MATERIAL PRINTING BV

Jurisdiction	Application Number	Application Date	Publication/Grant Number	Publication/Grant Date
Germany	10 2019 000 987.8	12 FEB 2019		
Germany	10 2019 006 084.9	28 AUG 2019	10 2019 006084A1	13 AUG 2020
PCT*	PCT/EP2020/000035	09 FEB 2020	WO2020/164792A2	20 AUG 2020

*Includes all deferred patent filing rights in that must be exercised by **AUGUST 12, 2021**.

2. OWNER NAME: SMART MATERIAL PRINTING BV

Jurisdiction	Application Number	Application Date	Publication/Grant Number	Publication/Grant Date
UAE	P6000603/2021	14 OCT 2019		
Bahrain	20210090	14 OCT 2019		
Brazil	11 2021 007382-5	14 OCT 2019		
Canada	<i>Not yet received</i>	14 OCT 2019		
China	<i>Not yet received</i>	14 OCT 2019		
Germany	10 2018 008 259.9	18 OCT 2018		
Eurasia	<i>Not yet received</i>	14 OCT 2019		
Europe	19797980.0 - 1104	14 OCT 2019		
Hong Kong	<i>Not yet received</i>	14 OCT 2019		
Indonesia	<i>Not yet received</i>	14 OCT 2019		
India	<i>Not yet received</i>	14 OCT 2019		
Japan	<i>Not yet received</i>	14 OCT 2019		
Korea	<i>Not yet received</i>	14 OCT 2019		
Kuwait	P/2021/000132	14 OCT 2019		
Mexico	<i>Not yet received</i>	14 OCT 2019		
Qatar	202104/000220	14 OCT 2019		
Saudi Arabia	5214217787	14 OCT 2019		
USA	17/285,895	14 OCT 2019		

3. OWNER NAME: SMART MATERIAL PRINTING BV

Jurisdiction	Application Number	Application Date	Publication/Grant Number	Publication/Grant Date
Germany	10 2020 003 499.8	26 APR 2020		
PCT*	<i>Not yet received</i>	21 APR 2021		

*Includes all deferred patent filing rights that must be exercised by **OCTOBER 26, 2022**.

4. OWNER NAME: WINDPLUSSONNE GMBH

Jurisdiction	Application Number	Application Date	Publication Number	Publication Date
Australia	2017229176	05 MAR 2017	2017229176A1	14 SEP 2017
Brazil	112018067809	05 MAR 2017	112018067809A2	14 SEP 2017
Canada	3016841	05 MAR 2017	3016841A1	14 SEP 2017
China	201780027747	05 MAR 2017	109069966A	14 SEP 2017
Germany	10 2016 002 599.9	06 MAR 2016	10 2016 002 599A1	07 SEP 2017
Germany	10 2016 002 600.6	06 MAR 2016	10 2016 002 600A1	07 SEP 2017
Europe	17712410.4	05 MAR 2017	3 426 375 A1	14 SEP 2017
Japan	2018547927	05 MAR 2017	2019507681A	14 SEP 2017
Korea	20187028414	05 MAR 2017	20180117689A	14 SEP 2017
Mexico	2018010855	05 MAR 2017	2018010855A	14 SEP 2017
United States	16/082,521	05 MAR 2017	2019/0070528A1	07 MAR 2019
South Africa	201805944	05 MAR 2017	201805944B	25 SEP 2019

SCHEDULE B

1. Intellectual Property Agreement made entered into as of the 16th day of September, 2020 by and between Vaxxinator Air BV, a Netherlands corporation with limited liability with its principal address at Enschede, Netherlands, Viromed GmbH, a German corporation with limited liability with its principal address at Rellingen, Germany, and SOL Wellness Co. Ltd., a British Columbia corporation with its principal address at Vancouver, British Columbia, Canada (predecessor of Vaxxinator Enterprises Inc.). [“Air IPA”]
2. First Amendment to the Air IPA made and entered into as of May 17, 2021.
3. Intellectual Property Agreement entered into as of the 16th day of September, 2020 by and between Vaxxinator Air BV, a Netherlands corporation with limited liability with its principal address at Enschede, Netherlands, Smart Material Printing BV, a Netherlands corporation with limited liability with its principal address at Enschede, Netherlands, and SOL Wellness Co. Ltd., a British Columbia corporation with its principal address at Vancouver, British Columbia, Canada (predecessor of Vaxxinator Enterprises Inc.). [“Coating IPA”]
4. First Amendment to the Coating IPA made and entered into as of May 17, 2021.

**ADDENDUM TO THE
INTELLECTUAL PROPERTY LICENSE AGREEMENT BETWEEN**

THIS ADDENDUM is made this 17th day of May, 2021 (the “**Effective Date**”), by and between:

Smart Material Printing, BV, a Netherlands corporation with limited liability with its principal address at Enschede, Netherlands and Windplussonne GmbH, a German corporation with limited liability with its principal address at Granau, Germany (hereinafter individually as “**Owner**” or collectively as “**Owners**”)

Vaxxinator Coating BV, a Netherlands corporation with limited liability with its principal address at Enschede, Netherlands (hereinafter “**Licensor**”)

Dr. Gregor Luthe, an individual resident in Granau, Germany (hereinafter “**Dr. Luthe**”)

-and-

Vaxxinator Enterprises Inc. (formerly SOL Wellness Co. Ltd.), a British Columbia corporation with its principal address at Vancouver, British Columbia, Canada (hereinafter “**Licensee**”)

RECITALS

WHEREAS OWNERS, LICENSOR, DR. LUTHE and LICENSEE (the “**Parties**”) executed an Intellectual Property License Agreement made effective on May 17, 2021, respectively (“the Agreement”);

AND WHEREAS Licensee relied on the results of the “IUTA Report” as part of its due diligence on the IP to enter into the Agreement;

AND WHEREAS The Parties have agreed to enter into this Addendum for greater certainty and clarity of the due diligence that forms the subject matter of the Agreement by adding an additional representation and warranty from the Owner and Dr. Luthe to Licensee as of the Effective Date of this Addendum.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The preamble forms part of this Addendum.
2. The “**IUTA Report**” attached at Schedule A to this Addendum entitled “Measurements on agglomeration efficiency of the Atmofizer” dated January 18, 2021 was provided to Licensee as part of the due diligence process to enter into the Agreement.

3. Owners and Dr. Luthe represent and warrant to Licensee, as of the Effective Date of this Addendum:

- (a) The testing in the IUTA Report was performed using industry best practices on a device containing the same components as the Atmofizer One™ air purifier (“the **Test Device**”) and the IUTA Report reports the results of testing on the Test Device. The results reported in IUTA report can be replicated by the Atmofizer One™ air purifier and the Airbion One™ air purifier.

IN WITNESS WHEREOF each of the Parties hereto has executed this Addendum as of the Effective Date.

[OWNERS]

Per: Smart Material Printing B.V
Name: Dr. Gregor Luthe.....
Title: CEO.....
“Gregor Luthe”
(I have authority to bind the Corporation)

Per: WindplusSonne GmbH
Name: Dr. Gregor Luthe.....
Title: CEO.....
“Gregor Luthe”
(I have authority to bind the Corporation)

[Dr. LUTHE]

Name: Dr. Gregor Luthe

“Gregor Luthe”

[LICENSOR]

Per: Vaxxinator Coating B.V.
Name: Eduard Schubert.....
Title: CEO.....
“Eduard Schubert”
(I have the authority to bind the Corporation)

[LICENSEE]

Per: "Olivier Centner"
Name: Olivier Centner
Title: Chief Executive Officer
(I have authority to bind the Corporation)

SCHEDULE A

[Redacted – IUTA Report]

FIRST AMENDMENT TO INTELLECTUAL PROPERTY LICENSE AGREEMENT

This First Amendment to Intellectual Property License Agreement (this “**First Amendment**”) is made and entered into as of September 12, 2021 (“**First Amendment Effective Date**”), by and between Smart Material Printing BV, a Netherlands corporation with limited liability with its principal address at Enschede, Netherlands (“**Smart Material**”), Windplussonne GmbH, a German corporation with limited liability with its principal address at Granau, Germany (together with Smart Material, the “**Owners**”), Vaxxinator Coating BV, a Netherlands corporation with limited liability with its principal address at Enschede, Netherlands (“**Licensor**”), Dr. Gregor Luthe, an individual resident in Gronau, Germany (“**Dr. Luthe**”) and Vaxxinator Enterprises Inc. (formerly SOL Wellness Co. Ltd.), a British Columbia corporation with its principal address at Vancouver, British Columbia, Canada (“**Licensee**”). Each of the Owners, the Licensor, the Licensee and Dr. Luthe may be referred to herein as a “**Party**” and together as the “**Parties**”.

RECITALS

WHEREAS, the Owners, the Licensor, the Licensee and Dr. Luthe are parties to that certain Intellectual Property License Agreement dated as of May 17, 2021, as amended on May 17, 2021 (the “**Intellectual Property License Agreement**”); and

WHEREAS, the Parties wish to amend the Intellectual Property License Agreement pursuant to the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the premises, the respective covenants and commitments of the Parties set forth in this First Amendment and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto expressly agree as follows, with effect as of the First Amendment Effective Date:

1. Definitions. Any and all words and phrases which are written with an initial capital letter but are not defined herein shall have the meanings assigned to them in the Intellectual Property License Agreement.

2. Amendments.

2.1 Section 4.5 of the Intellectual Property License Agreement is deleted in its entirety and replaced with the following:

“4.5.1 In the event of a Liquidity Event, the Owners each acknowledge and agrees to enter into and be bound by, and shall cause Dr. Luthe and/or Licensor as set out in Section 4.3 of this Agreement to enter into and be bound by, a lock-up agreement with Licensee pursuant to which each Owner, Dr. Luthe and the Licensor (collectively, the “**Locked-up Persons**”), as applicable, agrees not to, directly or indirectly, offer, sell, dispose, secure or otherwise transfer any of the Common Shares comprising the Consideration Shares or replacement securities thereto (in each case, the “**Liquidity Event Securities**”) except in accordance with and pursuant to the following lock-up release schedule (the “**Lock-up Schedule**”):

Tranche	Release Date	Number of Liquidity Event Securities Released
Tranche 1	On the closing date of the Liquidity Event	176,159
Tranche 2	Four (4) months following the closing date of the Liquidity Event	185,219
Tranche 3	Six (6) months following the closing date of the Liquidity Event	190,000
Tranche 4	Nine (9) months following the closing date of the Liquidity Event	760,000
Tranche 5	Twelve (12) months following the closing date of the Liquidity Event	950,000
Tranche 6	Fifteen (15) months following the closing date of the Liquidity Event	2,280,000
Tranche 7	Eighteen (18) months following the closing date of the Liquidity Event	3,058,623
	TOTAL	7,600,000

4.5.2 Notwithstanding Section 4.5.1 above, the Licensee shall permit the release of up to an additional 185,219 Liquidity Event Securities from the Lock-up Schedule, and to be drawn from Tranche 2 above, for the purposes of Licensor satisfying any of its German tax obligations due to or arising from the Intellectual Property License Agreement (the “**Tax Obligation**”). The Licensee shall not be obligated to release such number of Liquidity Event Securities pursuant to this Section 4.5.2 if the release would result in proceeds from the Licensor's gross sales of Liquidity Event Securities to exceed an aggregate amount of USD \$1,084,132.45. Upon written request by the Licensor, the Licensee may increase the number of Liquidity Event Securities permitted to be released from the Lock-up Schedule under this Section 4.5.2 at the sole discretion of the Licensee, subject to the Licensor delivering to the Licensee documentation evidencing the Tax Obligation and the amount of Liquidity Event Securities sold to date by the Locked-up Persons to the Licensee's sole satisfaction, acting reasonably.

4.5.3 Notwithstanding Sections 4.5.1, the Locked-up Persons will be permitted to sell, transfer or otherwise dispose of the Liquidity Event Securities to effect a transfer: (a) to an affiliate of the Locked-up Person, or any company, trust or other entity owned by or maintained for the benefit of the Locked-up Person; occurring by operation of law or in connection with transactions arising as a result of the death of the Locked-up Person; (b) made pursuant to a bona fide take-over bid made to all holders of voting securities of the Licensee or similar acquisition or merger transaction, provided that in the event that the take-over or acquisition or merger transaction is not completed, any securities shall remain subject to the restrictions contained in the lock-up agreement; or (c) to any nominee or custodian where there is no change in beneficial ownership, for bona fide tax planning purposes and where the Liquidity Event Securities are still subject to the lock-up agreement.”

4.5.3 Notwithstanding Section 4.5.1 above, the Licensee shall permit the release of up to an additional 7,238,622 Liquidity Event Securities from the Lock-up Schedule, and to be drawn from Tranches 3 - 7 above, subject to the Licensors providing the Licensee a written request for the release of Liquidity Event Securities (an “**Advance Release Request**”). The Advanced Release Request shall include an accounting from the Locked-Up Persons of (i) the amount of Liquidity Event Securities owned by the Locked-up Persons, (ii) the amount of Liquidity Event Securities sold to date by the Locked-Up Persons, including aggregate proceeds therefrom and (iii) historical brokerage account brokerage statements that hold Liquidity Event Securities. The Licensee shall not be obligated to release such number of Liquidity Event Securities (in such circumstance, “**Advance Release Shares**”) pursuant to this Section 4.5.3, unless in accordance with the following terms:

- (a) The Locked-Up Persons shall not sell any of the Advance Release Shares unless such shares are trading at or above USD \$4.00 per Common Share on a recognized stock exchange.
- (b) The Locked-Up Persons shall not liquidate more than an aggregate of USD \$1,200,000 worth of Advance Release Shares in any one (1) trading day.
- (c) In any one (1) trading day, the Locked-Up Persons shall not trade Advance Release Shares on any exchange, public market or in a private transaction if such number that exceeds either:
 - (i) 7% of the Licensee’s daily trading volume on such exchange; or
 - (ii) 10% of the Licensee’s prior day’s volume on such exchange.

Notwithstanding the foregoing, “block trades” equal to or greater than ten thousand (10,000) Common Shares shall not be included in the calculation of the Licensee’s daily volume.

- (d) The acceptance of any Advance Release Request shall be provided by the Licensee’s Chief Financial Officer countersigning the Advance Release Request.”

3. The Intellectual Property License Agreement is amended by adding the following as Section 4.6:

“Notwithstanding anything else in this Agreement, each Locked-Up Person covenants as follows:

- (a) Each Locked-Up Person shall hold all of the Liquidity Event Securities in a trading account managed by Terry Young, or another successor designate of the Licensee, at Haywood Securities Inc. in Toronto, Ontario, Canada (the “**Brokerage Account**”). At all times, the Licensee’s Chief Financial Officer shall have access to monitor trading in the Brokerage Account.
- (b) No Locked-Up Person shall liquidate more than an aggregate of USD \$1,200,000 worth of Liquidity Event Securities in any one (1) trading day.
- (c) In the event the trading price of the Liquidity Event Securities on a recognized stock exchange has decreased at least 10% from the prior day’s closing price, each Locked-Up Person shall be restricted from trading for the remainder of the trading day.

- (d) The Locked-Up Persons are restricted from selling Liquidity Event Securities through bid-price quoting trading practices or at the prevailing bid price on a recognized stock exchange.
 - (e) The Locked-Up Persons are restricted from selling more than:
 - (i) 25% of the Liquidity Event Securities within two (2) months from the Liquidity Event;
 - (ii) 50% of the Liquidity Event Securities within four (4) months from the Liquidity Event;
 - (iii) 75% of the Liquidity Event Securities within six (6) months from the Liquidity Event; and
 - (iv) 100% of the Liquidity Event Securities within six (6) months and one day from the Liquidity Event.”
4. The Intellectual Property License Agreement is amended by adding the following as section 4.7:
- “The Locked-Up Person covenants to comply with all obligations under Canadian securities law, including obligations of an insider (as such term is defined in the *Securities Act* (Ontario) of the Licensee, which for greater certainty includes any obligations to update the respective profile on the System for Electronic Disclosure by Insiders (SEDI) and such obligations which may arise under National Instrument 62-103 – The Early Warning System and Related Take-Over Bid and Insider Reporting.”
5. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws governing the Intellectual Property Licensing Agreement.
6. Counterparts; Electronic Signature. This First Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart.
7. No Other Modifications. Except as modified by the provisions of this First Amendment, the Intellectual Property License Agreement shall both remain unmodified, unchanged and in full force and effect. This amendment does not modify or limit any liability of any party or former party to the Intellectual Property License Agreement that arose prior to the First Amendment Effective Date.
8. Incorporation. This First Amendment shall be deemed to be an integral part of the Intellectual Property License Agreement subject to all of the terms thereof, as if stated in its entirety therein.
9. Conflict. In the event that a conflict should arise between the provisions of the Intellectual Property License Agreement and the provisions of this First Amendment, the provisions of this First Amendment shall govern and be controlling.

[Signature page follows]

IN WITNESS WHEREOF, this First Amendment has been duly executed and delivered as of the First Amendment Effective Date.

Vaxxinator Enterprises Inc..

By: "Olivier Centner"

Name: Olivier Centner

Title: Chief Executive Officer

Vaxxinator Coating BV

By: "Eduard Schubert"

Name: Eduard Schubert

Title: Chief Executive Officer

WindplusSonne GmbH

By: "Gregor Luthe"

Name: Dr. Gregor Luthe

Title: Chief Executive Officer

Smart Material Printing BV

By: "Gregor Luthe"

Name: Dr. Gregor Luthe

Title: Chief Executive Officer

"Gregor Luthe"

"Dr. Gregor Luthe"