

INTELLECTUAL PROPERTY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT (the "*Agreement*") is made and entered into as of the 16th day of September, 2020 (the "*Effective Date*") by and between Vaxxinator Coating BV, a Netherlands corporation with limited liability with its principal address at Enschede, Netherlands ("*Transferor*"), Smart Material Printing BV, a Netherlands corporation with limited liability with its principal address at Enschede, Netherlands ("*Smart Material*"), and SOL Wellness Co. Ltd., a British Columbia corporation with its principal address at Vancouver, British Columbia, Canada ("*Transferee*"). Each of Transferor and Transferee may be referred to herein as a "*Party*" and together as the "*Parties*".

Transferor owns certain intellectual property assets and related materials and wishes to convey to Transferee, and Transferee wishes to receive, an undivided interest in such assets as an equal co-owner, and the Parties wish to set forth the terms and conditions on which each Party shall have the right to commercialize such intellectual property assets.

NOW, THEREFORE, in consideration of and subject to each of the consideration given herein and the covenants, representations, warranties, terms and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

(a) "*Intellectual Property Rights*" means (i) all rights in patents, patent applications and patentable subject matter, whether or not the subject of any application; (ii) trademarks, service marks, trade names, trade dress, logos, and other designators of origin (all whether registered or not); (iii) rights associated with works of authorship including without limitation copyrights, moral rights and mask works, proprietary software, books, manuals and other copyrightable works; (vi) trade secrets; (vii) know-how; and (viii) all other intellectual and industrial property rights of every kind and nature and however designated.

(b) "*Person*" means any individual, corporation, limited liability company, limited partnership or any other legal entity.

(c) "*Transferred Intellectual Property Assets*" means (i) the assets described on attached Exhibit A, and (ii) all modifications, improvements, developments, inventions, techniques, methods, trade secrets, and know-how, whether patentable, copyrightable or otherwise protectable by any Intellectual Property Rights, directly related thereto that are made or conceived solely by Transferor or jointly by Transferor with others at any time commencing on the Effective Date and continuing indefinitely thereafter until the time that Transferor ceases to hold any equity interest in Transferee or any successor to Transferee.

(d) "*Transferee Territory*" means North America, Central America, and South America, excluding Brazil.

(e) "*Transferor Territory*" means worldwide excluding the Transferee Territory.

2. ASSIGNMENT OF TRANSFERRED IP ASSETS, DELIVERY, CONSIDERATION

(a) Assignment of Transferred Intellectual Property Assets. Subject to the terms and conditions of this Agreement, including without limitation the territorial restrictions on Transferee's rights hereunder, Transferor hereby irrevocably (except as provided in Section 2(i) below) assigns, transfers and conveys to Transferee, and Transferee hereby accepts, an equal and

undivided interest in all worldwide rights, title and interest in, to and under the Transferred Intellectual Property Assets and all Intellectual Property Rights associated therewith, effective as of the Effective Date and, as to Transferred Intellectual Property Assets described in subsection (ii) of Section 1(c) above, simultaneously with and at each stage of conception, invention, reduction to practice, development or other creation of any Transferred Intellectual Property Assets.

(b) To the extent that assignment of the Transferred Intellectual Property Assets and associated Intellectual Property Rights as provided herein is not possible under applicable law, including, but not limited to, copyright, Transferor hereby grants to Transferee, at the time any Intellectual Property Right to the Transferred Intellectual Property Assets is acquired by Transferor, the exclusive (except as provided in this Agreement) and irrevocable (except as provided in Section 2(i) below) right to use and exploit the Transferred Intellectual Property Assets in any way, subject to the restrictions stated expressly in this Agreement.

(c) The assignment herein applies to all use rights as an equal co-owner of the Transferred Intellectual Property Assets, subject to the restrictions stated expressly in this Agreement (the "Use Rights"). It includes, without limitation, the rights:

- (i) to use, make, have made, offer for sale, sell and import goods and services using or embodying the Transferred Intellectual Property Assets;
- (ii) to modify the Transferred Intellectual Property Assets, to decompile/reverse engineer, further develop, reformulate, reissue and translate the Transferred Intellectual Property Assets,
- (iii) to edit the Transferred Intellectual Property Assets in any way Transferee sees fit or to reformulate the Transferred Intellectual Property Assets in any other way,
- (iv) to combine the Transferred Intellectual Property Assets, wholly or in part, with other works,
- (v) to use the results created by the activities addressed in this Clause in the same way as the original version of the Transferred Intellectual Property Assets, and
- (vi) to assign, lease and sublicense, wholly or in part, exclusively or non-exclusively, for a fee or at no charge, the Intellectual Property Rights to third parties.

Transferor expressly reserves and shall continue to have all Use Rights as an equal co-owner of the Transferred Intellectual Property Assets, subject to the restrictions stated expressly in this Agreement.

(d) The assignment is unlimited in terms of time, place and purpose of use and in all other ways, except for the restrictions stated expressly in this Agreement. Transferor hereby also assigns to Transferee use rights for types of use unknown at the time the Agreement is concluded. Transferor shall not enforce any rights pursuant to Section 12, Section 13 sentence 2, or Section 25 of the *German Copyright Act* (UrhG).

(e) Transferor shall obligate its employees, representatives, and independent contractors who participate in the development of any Transferred Intellectual Property Assets to assign or license their Intellectual Property Rights so that Transferor is able to fulfil its obligations

under this Section 2. Upon Transferee's request, Transferor shall furnish proof to Transferee of such assignment or license.

(f) Delivery. Promptly after the Effective Date, and thereafter no less frequently than monthly during the term of this Agreement, and as otherwise reasonably requested by Transferee or agreed as appropriate by the Parties, Transferor will deliver to Transferee the Transferred Intellectual Property Assets in a complete and accurate form through documents, drawings, other printed or electronic materials, demonstrations, teaching Transferee's personnel, and such other means as are useful or necessary to ensure that Transferee is at all times in possession of the Transferred Intellectual Property Assets in their most current state.

(g) Further Assurances. Transferor shall reasonably assist and cooperate with Transferee, and shall cause all of Transferor's employees, representatives, and independent contractors who participate in the development of any Transferred Intellectual Property Assets to reasonably assist and cooperate with Transferee to effect the delivery of the Transferred Intellectual Property Assets to Transferee and to provide information and execute confirmatory assignments, oaths, declarations and other documents, and take such further acts reasonably requested by Transferee to enable Transferee to fully acquire, secure, maintain, evidence, and enforce its ownership interest in and to the Transferred Intellectual Property Assets and in all Intellectual Property Rights associated therewith. At no time will either Party dispute or contest the other Party's ownership rights in the Transferred Intellectual Property Assets.

(h) Consideration.

- (i) The consideration provided by Transferee in exchange for the Transferred Intellectual Property Assets is \$75,000 CAD which is to be satisfied by the issuance to the Transferor of 3,750,000 common shares of the Transferee at a deemed price of \$0.02 per share (the "*Consideration Shares*") on the Agreement Effectiveness Date (as defined in Exhibit B). Immediately following their issuance, the Consideration Shares shall represent 7.5% of the fully diluted issued and outstanding shares of the Transferee.
- (ii) In the event the Transferee undertakes a going public event (the "*Go-Public Event*"), including, without limitation, an initial public offering or reverse takeover, then the Transferor acknowledges and agrees that the Consideration Shares, together with all other common shares of the Transferee that the Transferor may subsequently acquire, own, control or otherwise direct, and all other equity securities that the Transferor may receive in exchange for such shares and are listed for trading on the applicable stock exchange (collectively, the "*Listed Shares*"), will be subject to a lock-up whereby the Transferor will not sell, transfer or otherwise dispose of its Listed Shares other than in accordance with the following release schedule (the "*Lock-up*"):
 - a) 10% of the Listed Shares will be released on the closing date of the Go-Public Event;
 - b) 15% of the Listed Shares will be released on the date that is 6 months from the closing date of the Go-Public Event; and
 - c) the remaining balance will be released on the date that is one (1) year from the closing date of the Go-Public Event.

- (iii) Notwithstanding Section 2(h)(ii) above, if the Transferor is required to immediately satisfy any national, state, federal or territorial tax obligation resulting from the acquisition of the Listed Shares and any of the Transferor's Listed Shares remain subject to Lock-up or are otherwise held in escrow following the completion of the Go-Public Event in accordance with the policies of the applicable stock exchange, then the Transferee will: (a) permit the release from Lock-up of such number of the Transferor's Listed Shares as may be necessary to satisfy such tax obligation; (b) advance such amount as may be necessary to satisfy such tax obligation on commercially reasonable terms; or (c) make such other commercial arrangements with the Transferor to satisfy such tax obligation as the parties may mutually agree, acting reasonably.
- (iv) The Transferor acknowledges that the Transferee is relying on certain exemptions from the requirements under applicable Canadian securities laws to issue the Consideration Shares without a prospectus and therefore represents and warrants to the Transferee as at the date hereof and on the Agreement Effectiveness Date that:
- a) the Transferor is not a resident of the Province of British Columbia in Canada;
 - b) the Transferor is acquiring the Consideration Shares as principal;
 - c) the securities laws of the relevant jurisdiction in which the Transferor is resident (the "*International Jurisdiction*") do not require the Transferee to make any filings or seek any approvals of any kind from any regulatory authority of any kind in the International Jurisdiction in connection with the issuance or resale of the Consideration Shares;
 - d) the issuance of the Consideration Shares to the Transferor will not trigger:
 - i. any obligation to prepare or file a prospectus or registration statement or similar document, or any other report with respect to that issuance, in the International Jurisdiction; or
 - ii. any continuous disclosure reporting obligation of the Transferee in the International Jurisdiction; or
 - iii. any registration or similar obligation of the Transferee in the International Jurisdiction;
 - e) the Transferor will, if requested by the Transferee, deliver to the Transferee a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters in this Section 2(h)(iv) to the satisfaction of the Transferee, acting reasonably; and
 - f) the Transferee will be required to file with the British Columbia Securities Commission a report in Form 45-106 *Report of Exempt Distribution* within 10 days following the issuance of the Consideration Shares indicating, among other things, that the

Transferee has relied upon section 3 of BC Instrument 72-503 *Distribution of Securities outside British Columbia* to issue the Consideration Shares to the Transferor.

- (v) The Transferor acknowledges that there are restrictions on the Transferor's ability to resell the Consideration Shares and it is the Transferor's responsibility to consult its own advisors to find out what those restrictions are and to comply with them before selling the Consideration Shares, that the Transferor may not be able to resell the Consideration Shares except in accordance with limited exemptions under applicable Canadian securities laws and that certificates representing the Consideration Shares may bear a legend indicating that the resale of the Consideration Shares is restricted.

(i) Transferee Achievement of Milestones

- (i) If Transferee fails to achieve the milestones set forth on attached Exhibit B by the deadlines set forth therein and such failure is not solely due to the failure of Transferor or Vaxxinator Air BV (or any of their affiliates (if any) which is a party to the product supply agreements with Transferee) to meet Transferee's needs for supply of products for resale and to comply with their obligations under their agreements with Transferee and/or due to changes in the regulatory requirements for Transferee's products in the Transferee Territory, then Transferor shall have the right to consider such failure a material breach of this Agreement and to terminate this Agreement if Transferee fails to cure such failure within forty-five (45) days after receipt of written notice from Transferor detailing such breach and its intention to terminate.
- (ii) Effective as of the effective date of any rightful termination of this Agreement under this Section 2(i):
 - a) Transferee shall immediately cease using and practicing the Transferred Intellectual Property Assets, except that for a period of four (4) months following the effective date of such termination, Transferee may use the Transferred Intellectual Property Assets to complete any work-in-process and may sell its inventory of products that use or embody the Transferred Intellectual Property Assets;
 - b) Transferee shall, at its option, return to Transferor or destroy all physical and electronic materials embodying the Transferred Intellectual Property Assets that are in Transferee's possession or control and shall, on Transferor's request, give written confirmation to Transferor that it has done so; *provided, however*, that the return or destruction of such materials shall not affect Transferee's obligations to treat the Transferred Intellectual Property Assets in accordance with the confidentiality provisions of this Agreement, and notwithstanding the foregoing, Transferee may retain such materials (i) to comply with applicable laws and regulations and (ii) as part of its automatic electronic archiving and back-up procedures; *provided further, however*, that any such retained materials shall remain subject to the terms and conditions of this Agreement; and

- c) all of Transferee's right, title and interest in the Transferred Intellectual Property Assets shall be deemed to revert and be assigned back to Transferor, and all of the rights granted to the Transferee pursuant to Section 2(b) shall be deemed to be terminated, in as without need for any further notice or action, and Transferee shall reasonably assist and cooperate with Transferor, and shall cause all of Transferee's employees, representatives, and independent contractors to provide information and execute confirmatory assignments, oaths, declarations and other documents, and take such further acts reasonably requested by Transferor to enable Transferor to fully acquire, secure, maintain, evidence, and enforce its sole ownership interest in all of the Transferred Intellectual Property Assets and in all Intellectual Property Rights associated therewith, from and after the effective date of such termination.

3. WARRANTIES

(a) Representations and Warranties of Transferor and Smart Material. Transferor and Smart Material represent and warrant to Transferee that:

- (i) Transferor is duly organized, validly existing and in good standing under the laws of the Netherlands and has the requisite power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder. Smart Material is duly organized, validly existing and in good standing under the laws of the Netherlands and has the requisite power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder.
- (ii) The execution, delivery and performance by Transferor and Smart Material of this Agreement have been duly authorized and approved by all necessary action by Transferor and Smart Material, and assuming due authorization, execution and delivery by Transferee, this Agreement constitutes the legal, valid and binding obligations of Transferor and Smart Material, enforceable against Transferor and Smart Material in accordance with its terms.
- (iii) The execution and delivery of this Agreement and the performance of Transferor's and Smart Material's obligations hereunder do not conflict with, violate, breach, constitute a default under, or require any consent under any contract between Transferor or Smart Material and any third party or any obligation owed by Transferor or Smart Material to any third party in each case which would have a nontrivial adverse effect on Transferee's rights hereunder.
- (iv) Transferor solely and exclusively owns all right, title and interest in and to the Transferred Intellectual Property Assets, free and clear of all liens, claims, encumbrances, security interests, licenses, covenants not to use, options, charges, or restrictions of any kind, including any restrictions, limitations or obligations which would have a nontrivial adverse effect on Transferee's rights hereunder (including any royalty payment or other obligations or contractual limitations), except for any interest in the Transferred Intellectual Property Assets owned by Vaxxinator Air BV which

is the subject matter of an Intellectual Property Agreement between that company and Transferee.

- (v) To Transferor's Knowledge, the Transferred Intellectual Property Assets do not and shall not infringe, misappropriate or violate any Intellectual Property Right of any Person in any manner which would have a nontrivial adverse effect on Transferee's rights hereunder. No infringement, misappropriation, or similar claim or proceeding is pending or, to Transferor's Knowledge, has been threatened against Transferor with respect to the Transferred Intellectual Property Assets within the Transferee Territory or that would have a nontrivial adverse effect on Transferee's rights hereunder. Transferor has never received any written notice or other written communication relating to any actual, alleged, or suspected infringement, misappropriation, or violation of any Intellectual Property Rights of another Person within the Transferee Territory or that would have a nontrivial adverse effect on Transferee's rights hereunder (including any claim that Transferor or any other Person must license or refrain from using any Intellectual Property Rights of any third party within the Transferee Territory, and including any so-called "invitation to license") with regard to the Transferred Intellectual Property Assets within the Transferee Territory. "*Transferor's Knowledge*" means the knowledge of Transferor and Reiner Galle, Joachim Muller, Ralf Ochs, Iris Weintz, Dr Hans-Joachim Weintz, Dr. Gregor Luthe and Eduard Schubert based on a commercially reasonable degree of diligence and inquiry.
- (vi) Transferor has taken commercially reasonable steps to protect and maintain the Transferred Intellectual Property Assets, including the secrecy, confidentiality and value of trade secrets and other confidential information therein; Transferor has required each of its employees, representatives, and independent contractors who have or have had access to the Transferred Intellectual Property Assets to enter into agreements with Transferor pursuant to which such person agrees and is bound to maintain and protect the confidential information of Transferor and assigns to Transferor all Intellectual Property Rights in the Transferred Intellectual Property Assets authored, developed or otherwise created by such person in the course of such person's employment or other engagement with Transferor, all in accordance with all applicable laws, and has used commercially reasonable efforts to obligate and ensure that any entity conducting any research, development or other activities on behalf of Transferor does the same; and to Transferor's Knowledge, no current or former employee, representative, or independent contractor is in violation of any term of any such agreement, and such agreements are valid and enforceable. Transferee shall cause Torsten Maehle and Andy DeFrancesco to execute confidentiality documents obligating them to observe confidentiality practices consistent with this Section 3(a)(vi) with regard to the Transferred Intellectual Property Assets.
- (vii) The Transferred Intellectual Property Assets include all the intellectual property assets necessary to permit Transferee to make, have made, offer for sale, and sell the products listed on Exhibit A in the manner in which they were made, made for, offered for sale, or sold by Transferor most recently prior to or on the Effective Date (excluding any modifications that are required to comply with regulatory or other requirements that are unique to the Transferee Territory).

(b) Representations and Warranties of Transferee. Transferee represents and warrants to Transferor that:

- (i) Transferee is duly organized, validly existing and in good standing under the laws of British Columbia, Canada and has the requisite power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder.
- (ii) The execution, delivery and performance by Transferee of this Agreement have been duly authorized and approved by all necessary action by Transferee, and assuming due authorization, execution and delivery by Transferor, this Agreement constitutes the legal, valid and binding obligations of Transferee, enforceable against Transferee in accordance with its terms.
- (iii) The execution and delivery of this Agreement and the performance of Transferee's obligations hereunder do not conflict with, violate, breach, constitute a default under, or require any consent under any contract between Transferee and any third party or any obligation owed by Transferee to any third party which would have a nontrivial adverse effect on Transferor's rights hereunder.
- (iv) There are no shareholder agreements, pooling agreements, voting trusts or other similar agreements with respect to the ownership or voting of any of the shares of the Transferee.
- (v) There are no actions or proceedings (whether or not purportedly on behalf of the Transferee) pending or threatened by or against or affecting the Transferee, at law or in equity, or before or by any court or other governmental entity, domestic or foreign, nor to the knowledge of the Transferee are there grounds on which any such action or proceeding might be commenced. No action or proceeding is pending or threatened by any person or governmental entity to enjoin or prohibit the purchase of the Consideration Shares contemplated herein or the right of the Transferor to own the Consideration Shares.
- (vi) The Consideration Shares have been duly and validly authorized and, on the Agreement Effectiveness Date, the Consideration Shares will be validly issued as fully paid and non-assessable shares of the Transferee.

4. COVENANTS; CONDITIONS

(a) Exclusivity.

- (i) Transferor acknowledges and agrees that Transferee shall at all times from and after the Effective Date have sole and exclusive rights to use and practice the Transferred Intellectual Property Assets in the Transferee Territory. Transferor 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 relating to or involving the Transferred Intellectual Property Assets in the Transferee Territory without the express prior written consent of the Transferee. Notwithstanding the foregoing, or any other provision of this Agreement, decal products of Logis AG with a coating supplied by

Transferor using the Transferred Intellectual Property Assets may be promoted and sold in the Transferee Territory as provided in Transferor's agreement with Logis AG in effect as of the Effective Date.

- (ii) Transferee acknowledges and agrees that Transferor shall at all times from and after the Effective Date have sole and exclusive rights to use and practice the Transferred Intellectual Property Assets in the Transferor Territory. Transferee 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 relating to or involving the Transferred Intellectual Property Assets in the Transferor Territory without the express prior written consent of the Transferor.

(b) Confidentiality: Patent Filings.

- (i) Confidentiality Obligation. Each Party acknowledges that the Transferred Intellectual Property Assets contain valuable trade secrets and confidential information which are the joint property of the Parties. Each Party shall cooperate with the other Parties to develop and implement policies and practices satisfactory to Transferor to ensure compliance with this Section 4(b)(i), including without limitation to secure all confidential information in the Transferred Intellectual Property Assets (the "Confidentiality Protection Practices"). Each Party agrees to keep all confidential information in the Transferred Intellectual Property Assets in strict confidence at all times and not to disclose, distribute or disseminate any confidential information in the Transferred Intellectual Property Assets to any third party at any time except as provided herein and under the Confidentiality Protection Practices. Without limiting the foregoing, each Party shall at all times (a) hold, and cause all persons who are authorized under the Confidentiality Protection Practices to have access to the Transferred Intellectual Property Assets to hold, all confidential information in the Transferred Intellectual Property Assets in physical form in a secure, locked location and in electronic form in locations subject to access only as provided in the Confidentiality Protection Practices, including, without limitation, any procedures relating to controlled passwords and physical security, and (b) only disclose confidential information in the Transferred Intellectual Property Assets to its employees, representatives, and independent contractors whose access is authorized under the Confidentiality Protection Measures, who have a need to know such confidential information, and who are bound by written obligations of confidentiality substantially similar to those set forth herein sufficient to preserve the confidentiality and trade secret status of the confidential information in the Transferred Intellectual Property Assets, and to whom guidance has been provided about compliance with the Confidentiality Protection Measures. Each Party shall review, and permit the other Party to review, its compliance with the Confidentiality Protection Measures and the terms of this Section 4(b)(i) as necessary or advisable and at least on an annual basis.
- (ii) Notification. Each Party will notify the other party promptly in the event of any circumstance in which confidential information in the Transferred Intellectual Property Assets was or may have been exposed to disclosure or loss. Each Party shall at its expense take all steps necessary to recover

any such disclosed or lost confidential information and shall provide the other Party with complete and accurate reports on the status of such steps.

- (iii) Patent Filings. Each Party agrees that it shall not at any time on or after the Effective Date file or permit to be filed any application for any patent, utility model or design based upon or disclosing the Transferred Intellectual Property Assets or the use or application thereof without the express prior written consent of the other Party.
- (iv) Special Purpose Entity. Each Party shall cooperate with the other Party to evaluate and implement any proposal reasonably proposed by the other Party to transfer the Transferred Intellectual Property Assets into a special purpose it in order to achieve advantages in the administration of the Transferred Intellectual Property Assets or the protection of the Transferred Intellectual Property Assets from liabilities and claims of third parties.
- (v) Guaranty by Smart Material. Smart Material hereby unconditionally and irrevocably guarantees the performance by Transferor of all obligations and payment of all amounts when and as due under this Agreement. No notice of the obligations to which this guaranty may apply, or of any renewal or extension thereof, need be given to Smart Material. Smart Material expressly agrees that this guaranty may be enforced by direct action against Smart Material with or without a proceeding or concurrent action against Transferor.

(c) Conditions.

- (i) Noncompetition Agreements. The obligation of Transferee to effect the transactions contemplated by this Agreement, including without limitation issuance of the Consideration Shares, is subject to delivery to Transferee of executed copies of Noncompetition Agreements satisfactory to Transferee, acting reasonably, prohibiting activities that compete with the Transferred Intellectual Property Assets in the Transferee Territory and are in the field of thin coatings with biocides against viruses and bacteria in the Transferee Territory, executed by the following: Smart Material, Viromed GmbH, Reiner Galle, Joachim Miller, Ralf Ochs, Iris Weintz, Dr. Hans-Joachim Weintz, Dr. Gregor Luthe, and Eduard Schubert.
- (ii) Termination of Rights of Viromed GmbH. The obligation of Transferee to effect the transactions contemplated by this Agreement, including without limitation issuance of the Consideration Shares, is subject to delivery by Transferor to Transferee of documents evidencing the termination of Viromed GmbH's (and any of its affiliates') rights to the Transferred Intellectual Property Assets in the Transferee Territory.
- (iii) Investor Rights Agreement. The effectiveness of this Agreement shall be subject to the Transferee and the Transferor having entered into an investor rights agreement satisfactory to both Parties, acting reasonably, which provides for anti-dilution protections in favour of the Transferor, including a participation right in favour of the Transferor in respect of future financings of the Transferee, on or before the Agreement Effectiveness Date.

- (iv) Due Diligence. The obligation of Transferee to effect the transactions contemplated by this Agreement, including without limitation issuance of the Consideration Shares, is subject to delivery by Transferor to Transferee of documents and information to Transferee's reasonable satisfaction that are responsive to Transferor's reasonable due diligence inquiries relating to the subject matter of this Agreement.

5. INDEMNIFICATION

(a) Indemnification by Transferor. Transferor shall indemnify, defend and hold harmless Transferee and its affiliates and their officers, directors, employees, agents and other representatives from and against any liability, damage, loss, cost, fine, penalty or expense (including reasonable attorney's fees) resulting from any claims or demands by a third party arising out of or relating to (i) any breach by Transferor of any term of this Agreement or (ii) any claim alleging that the Transferred Intellectual Property Assets or the use thereof violates or infringes upon or misappropriates a third party's Intellectual Property Rights, except to the extent that any such infringement is caused by modifications to the Transferred Intellectual Property Assets created by Transferee.

(b) Procedures. Transferee shall give written notice to Transferor with regard to any claims, suits or proceedings by third parties which may give rise to a claim for indemnification with reasonable promptness after receiving written notice of such claim (or, in the case of a proceeding, is served in such proceeding); provided, however, that failure to give such notice shall not relieve Transferor of his obligation to provide indemnification, except if and to the extent that Transferor is actually and materially prejudiced thereby, and (ii) once Transferor confirms in writing to Transferee that he is prepared to assume his indemnification obligations hereunder, Transferor has sole control over the defense of the claim, at its own cost and expense; provided, however, that Transferee shall have the right to be represented by its own counsel at its own cost in such matters. Notwithstanding the foregoing, Transferor shall not settle or dispose of any such matter in any manner which would require Transferee to make any admission, or to take any action (except for ceasing use or distribution of the items subject to the claim) without the prior written consent of Transferee, which shall not be unreasonably withheld or delayed. Each Party shall reasonably cooperate with the other Party and its counsel in the course of the defense of any such suit, claim or demand, such cooperation to include using reasonable efforts to provide or make available documents, information and witnesses and to mitigate damages.

6. MISCELLANEOUS

(a) Notices. All notices permitted or required by this Agreement shall be in writing, and shall be deemed to have been delivered and received (i) when personally delivered, (ii) on the fifth (5th) business day after the date on which deposited in the mail, airmail postage prepaid, certified or registered mail, return receipt requested, or (iii) when delivered if sent by recognized express commercial delivery service (e.g., Federal Express, DHL, etc.), addressed to the Party for whom intended at the address set forth below, or at such other address for which notice has been delivered in a manner permitted by this Section 6(a).

If to Transferor:

[Redacted]

If to Smart Material:

[Redacted]

If to Transferee:

[Redacted]

With a copy (which shall not constitute notice) to:

[Redacted]

(b) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements and arrangements, whether written or oral, that may exist between the Parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented or otherwise modified except by a writing duly executed by the Parties.

(c) Binding Effect: Assignment. Each Party may assign this Agreement and its rights hereunder; provided that an assignment shall not relieve a Party of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(d) Non-Waiver. The failure in any one or more instances of a Party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said Party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Party.

(e) Counterparts; Electronic Signature. This Agreement 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.

(f) Severability. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, without regard to conflicts of law principles.

(h) Expenses. All fees and expenses (including fees of counsel, accountants and other advisors) incurred by any Party in connection with the negotiation and execution of this Agreement, the consummation of the transactions contemplated hereby and/or the performance hereunder shall be borne by such Party.

(i) Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. This Agreement has been negotiated by the respective Parties hereto with full opportunity to obtain advice of their attorneys; Transferor acknowledges that Dorsey & Whitney LLP and Gowlings WLG have each represented only Transferee, and have not represented Transferor or

any other party associated with Transferor, in connection with the negotiation and documentation of the transaction set forth in this Agreement and the agreements referenced herein; and the Parties waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

SOL Wellness Co. Ltd.

By: "Torsten E. Maehle"
Name: Torsten E. Maehle
Title: Authorized Signatory

Vaxxinator Coating BV

By: "Gregor Luthe" "Eduard Schubert"
Name: Dr. Gregor Luthe/Eduard Schubert
Title: Authorized signatories

**Smart Material Printing BV
for the purpose of Sections 3(a)(i)-(iii)
and 4(b)(v)**

By: "Gregor Luthe"
Name: Dr. Gregor Luthe
Title: Chief Executive Officer

Attachments:

Exhibit A – Transferred Intellectual Property Assets

Exhibit B – Milestones

Exhibit A

Transferred Intellectual Property Assets

All assets of any type whatsoever in the possession or control of the Transferor as of the Effective Date and owned by the Transferor as of the Effective Date directly relating to thin coatings with virucidal and bactericidal materials for use in combating viruses and bacteria, including without limitation water-based and non-water-based coatings, and further including without limitation, for example, the following products and technologies:

- H-610 Clear Coating (water-based clear coating that lasts up to 12mo with biocides);
- K-630 Clear Coating (two-component clear coating that lasts up to 36mo with biocides)
- H-610 Wipes (wipe with clear coating); and
- K-630 Wipes (wipe with clear coating);

whether tangible or intangible and regardless of the form or medium, including without limitation:

- know-how; trade secrets; expertise; knowledge; practices; techniques; concepts; methodologies; methods; processes; protocols; designs; ideas; inventions (whether or not patentable or reduced to practice)
- inventions; improvements; industrial designs and models; discoveries; developments; unpublished and published patent applications and patents; copyrights; intellectual property (including trademarks, service marks and the like unless otherwise agreed by the Parties in writing); registrations for intellectual property; specifications; formulations; formulae; materials or compositions of matter of any type or kind
- algorithms; databases and database rights (including without limitation pharmacological, biological, chemical, biochemical, toxicological, pre-clinical and clinical test data; analytical and quality control data); chemistry, manufacturing and control information; models; lab notebooks; test results or descriptions; studies and procedures; assays; screens
- computer programs in source code, object code and other formats and related documentation, software tools, and the like
- tangible property, including without limitation materials, drawings, product designs, schematics, blueprints, tracings, molds, tooling, samples, equipment, documentation, reports, designs, data, analyses, bill of materials information
- information contained in submissions to and information from regulatory authorities
- customer suggestions; marketing surveys and reports; and other reports
- performance specifications, failure mode and effects analysis (FMEA) materials, user manuals, design history files, labels, functional descriptions, product descriptions, instructions, promotional material, videos, spare part lists, documentation regarding troubleshooting diagnostics and instructions necessary for the use, operation, maintenance, and repair of products

Exhibit B

Milestones

Milestone	Timing
Distribution of the Consideration Shares to the Transferor (non-dilutive up until \$25,000,000 has been invested via equity, debt or any combination thereof)	Within two weeks after (i) this Agreement is executed and delivered by all Parties, and (ii) the corresponding Intellectual Property Agreement between Transferee and Vaxxinator Coating BV (the " <i>Vaxxinator Coating BV IP Agreement</i> ") is executed and delivered by all parties to it, and (iii) fulfillment of the conditions under Section Error! Reference source not found. of this Agreement and the conditions under Section 4(c) of the Vaxxinator Coating BV IP Agreement (with such date referred to as the " <i>Agreement Effectiveness Date</i> ")
Transferor and Transferee shall have entered into an investor rights agreement satisfactory to Transferor, acting reasonably, which provides for anti-dilution protections in favour of the Transferor, including a participation right in favour of the Transferor in respect of future financings of the Transferee	Agreement Effectiveness Date
Transferee shall place purchase orders with Vaxxinator Trading BV for the purchase of products with a total price of at least US\$2,500,000 (together the " <i>Initial Purchase Orders</i> ")	Within two US business days after the Agreement Effectiveness Date
Transferee will make an initial payment to Vaxxinator Trading BV of US\$250,000 under the Initial Purchase Order by wire transfer to a bank account provided by the Transferor	Within three US business days after the Agreement Effectiveness Date
Transferee will make payments under the Initial Purchase Order with first funds raised from Transferee's rolling-close fundraising, in blocks of at least US\$250,000	Within 45 days after the Agreement Effectiveness Date
Transferee will raise capital of at least US\$7,500,000 in gross proceeds through one or more transactions	Within 45 days after the Agreement Effectiveness Date
Transferee will achieve gross revenues from sales of	December 31, 2021

<p>(i) products purchased from Vaxxinator Trading BV and/or Transferor (or their affiliates) for resale and/or</p> <p>(ii) products produced by Transferee using the Transferred Intellectual Property Assets equaling in the aggregate at least fifty million US dollars (US\$50,000,000)</p> <p>or</p>	
<p>Transferee will have a market capitalization of at least two hundred fifty million US dollars (US\$250,000,000)</p>	

FIRST AMENDMENT TO INTELLECTUAL PROPERTY AGREEMENT

This First Amendment to Intellectual Property Agreement (this “*First Amendment*”) is made and entered into as of May 17, 2021 (“*First Amendment Effective Date*”), by and between Vaxxinator Coating BV, a Netherlands corporation with limited liability with its principal address at Enschede, Netherlands (“*Transferor*”), Smart Material Printing BV, a Netherlands corporation with limited liability with its principal address at Enschede, Netherlands (“*Smart Material*”) and Vaxxinator Enterprises Inc. (formerly SOL Wellness Co. Ltd.), a British Columbia corporation with its principal address at Vancouver, British Columbia, Canada (“*Transferee*”). Each of Transferor, Smart Material and Transferee may be referred to herein as a “*Party*” and together as the “*Parties*.”

RECITALS

WHEREAS, Transferor, Smart Material, and Transferee are parties to that certain Intellectual Property Agreement dated as of September 16, 2020 (the “*Intellectual Property Agreement*”); and

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

NOW, THEREFORE, in consideration of the premises, the respective covenants and commitments of Transferor and Transferee 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.

1.1 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 Agreement.

2. Transferee Territory. Section 1(d) of the Intellectual Property Agreement (Transferee Territory) is deleted in its entirety and replaced with the following:

“(d) “*Transferee Territory*” means worldwide.

3. Transferor Territory. Section 1(e) of the Intellectual Property Agreement (Transferor Territory) is deleted in its entirety.

4. Assignment of Transferred Intellectual Property Assets. In Section 2(a) and Section 2(b) of the Intellectual Property Agreement, the following exception is deleted: (*except as provided in Section 2(i) below*).

5. Consideration. In Section 2(c) of the Intellectual Property Agreement, the following sentence is deleted: *Transferor expressly reserves and shall continue to have all Use Rights as an*

equal co-owner of the Transferred Intellectual Property Assets, subject to the restrictions stated expressly in this Agreement.

6. Consideration. Section 2(h)(i) of the Intellectual Property Agreement is deleted in its entirety and replaced with the following:

“The consideration provided by Transferee in exchange for the Transferred Intellectual Property Assets is \$75,000 USD which is to be satisfied by the issuance to the Transferor of 3,750,000 common shares of the Transferee at a deemed price of US\$0.02 per share (the “*Consideration Shares*”), with the date of such issuance being the “*Agreement Effectiveness Date*.” Immediately following their issuance, the Consideration Shares shall represent at least 7.5% of the fully diluted issued and outstanding shares of the Transferee”.

7. Milestones. Section 2(i) of the Intellectual Property Agreement (Transferee Achievement of Milestones) and Exhibit B are deleted in their entirety.

8. Exclusivity. Section 4(a)(i) of the Intellectual Property Agreement is deleted in its entirety and replaced with the following:

Transferor acknowledges and agrees that Transferee shall at all times from and after the Effective Date have sole and exclusive rights to use and practice the Transferred Intellectual Property Assets in the Transferee Territory. Transferor 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 relating to or involving the Transferred Intellectual Property Assets in the Transferee Territory without the express prior written consent of the Transferee.

9. Exclusivity. Section 4(a)(ii) of the Intellectual Property Agreement is deleted in its entirety.

10. Condition. Section 4(c)(iii) of the Intellectual Property Agreement is deleted in its entirety.

11. Patent Filings and Licensing. Section 4(b)(iii) of the Intellectual Property Agreement (Patent Filings) is deleted in its entirety and replaced with the following:

“(iii) “Patent Filings and Licensing. Each Party agrees that it shall not at any time on or after the Effective Date file or permit to be filed any application for any patent, utility model or design based upon or disclosing the Transferred Intellectual Property Assets or the use or application thereof without the express prior written consent of the other Party. Transferee shall have the sole right and consent of Transferor to negotiate and grant licenses to third parties with regard to the Transferred Intellectual Property Assets.”

12. Conditions. Section 4(c)(i) of the Intellectual Property Agreement is deleted in its entirety.

13. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, without regard to conflicts of law principles.

14. 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.

15. No Other Modifications. Except as modified by the provisions of this First Amendment, the Intellectual Property Agreement shall 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 Agreement that arose prior to the First Amendment Effective Date.

16. Incorporation. This First Amendment shall be deemed to be an integral part of the Intellectual Property Agreement subject to all of the terms thereof, as if stated in its entirety therein.

17. Conflict. In the event that a conflict should arise between the provisions of the Intellectual Property 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

Smart Material Printing BV

By: "*Gregor Luthe*"

Name: Gregor Luthe

Title: Chief Executive Officer