

## INTELLECTUAL PROPERTY LICENSE AGREEMENT

This INTELLECTUAL PROPERTY LICENSE AGREEMENT (“Agreement”) is made and entered into effective as of July 17, 2018 (the “Effective Date”) by and between Medicine Man Technologies, Inc., a Nevada corporation (“Licensor”), having its principal office at 4880 Havana Street, Suite 201, Denver, Colorado, 80239, United States of America, and Abba Medix Corp., a company incorporated pursuant to the laws of Ontario (“Licensee”), a wholly owned subsidiary of Canada House Wellness Group, Inc. (“**Canada House**”), having its principal office at 1773 Bayly Street, Pickering, ON L1W 2Y7, Canada (individually referred to herein as the “Party” and collectively referred to herein as the “Parties”).

**WHEREAS**, Licensor has developed and sells Products (as defined herein) and Processes (as defined herein) related to high-efficiency cultivation of cannabis, as well as various inventions, ideas, discoveries, algorithms, designs, hardware, prototypes, copyrights, processes, mask works, trade secrets, know-how, calculations, testing results, technical data, documentation, potential customer contacts, marketing ideas and other technology in the cannabis cultivation industry (“Technology”) and owns Trademarks (as defined herein) related to the Technology (collectively, the “Intellectual Property”);

**WHEREAS**, Licensee desires to obtain from Licensor licenses to use the Intellectual Property as of the Effective Date hereof, and Licensor desires to grant such licenses to Licensee, subject to the terms and conditions hereof; and

**WHEREAS**, Licensee desires to accept such licenses from Licensor, and Licensee agrees to use the Intellectual Property in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the above premises and the agreements of the Parties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions.** Unless otherwise defined in this Agreement, the following terms shall have the meanings set forth below.

1.1 “Affiliate” shall mean, with respect to the Parties, any individual, corporation, partnership, association or business that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Licensee. The term “control,” as used in this Section 1.1, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a corporation, partnership, association or business, whether through ownership of more than fifty percent (50%) of the voting shares, by contract or otherwise. Affiliates shall include such entities whether now existing or later established by investment, merger or otherwise, including successor and assigns of such entities.

1.2 “Cannabis Laws” shall mean any law, rule, or regulation regulating the manufacture, distribution, advertising, sale or other commercialization of cannabis in an applicable country, state or local jurisdiction (except for U.S. federal law related to the prohibition of cannabis, including the Controlled Substances Act, 21 U.S.C. §§ 901 et seq.).

1.3 “Confidential Information” shall mean all information that is disclosed by either Party in connection with this Agreement and is clearly marked as “confidential,” or which, based on the circumstances surrounding disclosure, should reasonably be known to be confidential, including any and all tangible or intangible documentation, knowledge or information of any kind whatsoever directly or indirectly related to a Party’s business, its third-party providers and business associates, business practices, trade secrets, inventions, samples, materials, discoveries, software (including source code, executable code, object code, databases and related documentation), strategic relationships, devices, processes, methods, formulas, techniques, algorithms, improvements, affairs or other data or information that is in its possession, regardless of how the same is disclosed, delivered, obtained or discovered, whether verbal or writing, including, without limitation, any documentation, information or knowledge pertaining to: (i) the Licensed Intellectual Property (as defined herein); (ii) any and all Improvements (as defined herein) thereto, (iii) strategies, business or marketing plans or concepts, or business structure; (iv) drawings, diagrams, trade secrets, technical information, calculations, planning data, new product development plans or concepts, new or existing products, prototypes, hardware prototypes, formulae, specifications, designs, systems, production or design know-how, internal testing results, procedures or processes and the like; (v) inventories; (vi) discoveries, research and development; (vii) trademarks, copyrights, patents, licenses and other intellectual property; (viii) manufacturing; (ix) packaging; (x) distributor or sales methods; (xi) sales figures, revenues, pricing and cost information, finances and the financial condition, or other financial information of the Party; (xii) customer or supplier lists; (xiii) cost of goods, (xiv) relationships between the Party and any of its existing or prospective customers, suppliers, ultimate customers, landlords or affiliates; (xv) any third-party confidential or proprietary information provided by the Party; and (xvi) any documentation, information or knowledge, which, by its nature or due to the manner in which it was disclosed or discovered, would be considered by a reasonable person to be sensitive, confidential or proprietary in nature. Confidential Information does not include information that is (a) publicly known at the time of disclosure under this Agreement or subsequently becomes publicly known through no fault of the Licensee, (b) known or created by the Licensee prior to the time of disclosure by the disclosing Party and which existence the Licensee can show through written documentation, (c) received on a non-confidential basis by the Licensee through legitimate means from a third party legally entitled to disclose it, (d) independently developed by or for the Licensee without use of Confidential Information received from the disclosing Party hereunder, or (e) is approved for release in writing by the disclosing Party.

1.4 “Documentation” shall mean the technical documentation, service manuals, operation manuals and guides, production control documents and other materials or other information associated with the Technology, whether published or unpublished.

1.5 “Field of Use” shall mean the commercial cultivation, marketing, and all related nutrient products for medical and retail purposes pursuant to applicable Cannabis Laws.

1.6 “Licensed Intellectual Property” shall mean the Intellectual Property, including the Technology and Trademarks, related to the Field of Use that Licensor makes available to Licensee under Section 2.1 of this Agreement.

1.7 “Process(es)” shall mean the method(s) identified in Exhibit A.

1.8 “Product(s)” shall mean the product(s) identified in Exhibit A.

1.9 “Services” shall mean all work and activities performed by Licensee under the licenses granted below, including all consultation services, support services and related services provided by Licensee in relation to high-efficiency cultivation of cannabis within the Field of Use to the extent permitted by Cannabis Laws.

1.10 “Territory” shall mean Canada and all of territories thereof as of the date of this Agreement. The rights granted hereunder are restricted to use and exploitation within the Territory.

1.11 “Trademarks” shall mean those trademarks and applications identified in Exhibit B. Licensor shall obtain Trademarks to protect the Licensed Intellectual Property in the Territory.

## 2. **Grant of License.**

### 2.1 Licenses.

(a) Process(es) and Product(s). Subject to the terms of this Agreement, Licensor hereby grants to Licensee an exclusive and non-transferable (except as provided herein) license in the Territory in the Field of Use to formulate in Canada, use, offer to sell, sell, advertise, and import the Processes and Products in connection with and for the purposes contemplated herein.

(b) Trademarks. Licensee may affix labels to the Processes, Products or its marketing material and other Documentation that states, “Powered by Medicine Man Technologies” or other such similar reference as agreed to in advance of such use by the Licensor over the duration of this agreement In accordance with this Section 2.1(b) and subject to the terms of this Agreement, Licensor hereby grants to Licensee an exclusive and non-transferable (except as provided herein) license in the Territory in the Field of Use to use the Trademarks solely in connection with Licensee’s marketing, promotion, advertising, transportation, distribution and sale of the Processes and Products.

(c) Improvements. Subject to the terms of this Agreement, Licensor hereby grants to Licensee an exclusive and non-transferable (except as provided herein) license in the Field of Use to use, offer to sell, sell, and advertise the Improvements conceived, made or developed by Licensee during the Term of this Agreement. Pursuant to Section 1.3, Licensee agrees to treat such Improvements as Confidential Information and similarly, the Licensee grants to the Licensor reciprocal rights.

2.2 The licenses granted herein shall commence on the Effective Date of this Agreement and continue for the entire Term.

2.3 The grant of each license hereunder includes the right to grant the Licensee and sublicenses, within the scope of such license, to any third parties, including third party manufacturers, and any Affiliate of Licensee for so long as they remain an Affiliate. Any sublicenses granted by Licensee pursuant to the terms and conditions of this Agreement shall be substantially in the form of the license agreement attached hereto as Exhibit C. Both parties

understand that from time to time such language and documentation may require modification noting the Licensee agrees that any such change shall be communicated with the Licensor for review and approval prior to execution. The Licensor shall work with the Licensee to ensure that all fees for services are consistent with services offered elsewhere globally, allowing for currency and economic variations as stipulated by both parties.

2.4

[REDACTED] (the “Existing Agreements”). [REDACTED]  
[REDACTED]  
[REDACTED] The Existing Agreements are exempt from the terms of this Agreement. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

3. **Quality Control.** Licensee agrees that the quality of the goods and/or services offered or provided by Licensee under the Trademarks, or any other use of the Trademarks, will conform to Licensor’s quality control standards. Licensee shall not conduct itself, or use any of the Trademarks, in any manner that tarnishes or otherwise reflects negatively on or brings into disrepute, the Trademarks, Licensor or any of its Affiliates, and/or Licensor’s respective business reputation or goodwill, or in any manner that tends to mislead, deceive or injure the public.

4. **Term and Termination.**

4.1 Term. Unless otherwise terminated in accordance with this Section 4, this Agreement shall commence upon the Effective Date and shall continue for eighteen (18) months thereafter (the “Initial Term”) and, following the Initial Term, this Agreement shall automatically renew for successive eighteen (18) -month periods (each, a “Renewal Term”). The Initial Term and, if applicable, the Renewal Term are collectively referred to as the “Term.”

4.2 Termination.

(a) The Parties may mutually agree in writing to terminate this Agreement at any time noting any obligations entered into prior to this termination by either party shall survive in their existing form(s) until such termination until their individual natural expiration.

(b) Either Party may terminate this Agreement for material breach of this Agreement if such breach is not cured within forty-five (45) days of written notice from the non-breaching Party to the breaching Party describing the breach.

(c) If a Party goes into receivership, bankruptcy, or insolvency, or make an assignment for the benefit of creditors, or go out of business, this Agreement shall be immediately terminable by the other Party by written notice, but without prejudice to any rights of the terminating Party hereunder.

(d) [REDACTED]

#### 4.3 Effect of Termination.

(a) Upon termination of this Agreement, all licenses and other rights granted hereunder shall terminate immediately and Licensee shall (i) promptly prepare and submit to Licensor a final payments and reconciliations and copies of all records relating to the licenses or other amounts due under this Agreement, (ii) deliver to Licensor all data, reports, and any other documentation produced as a result of all Services performed by Licensee, and (iii) return all data, software, equipment, and other resources provided by or through Licensor (if any) or paid for by Licensor because of Licensee’s performance of the Services. Licensee shall waive and hereby waives any retention rights in relation to the conveyance of items comprising (ii) and (iii) in the foregoing and agrees to transfer all data and materials as requested by Licensor except as may apply relative to section 4.2 (a) in which case such residual deliverable elements shall remain intact noting both parties shall agree to the specifics of such residual fulfillment in writing at the time of termination.

(b) Notwithstanding the provisions of section 4.3(a), the Parties acknowledge and agree that the Licensee is an authorized licensed producers of cannabis for medical purposes under the *Access to Cannabis for Medical Purposes Regulations (ACMPR)* and shall not be restricted in any manner from carrying on in the cultivation and sale of cannabis following the termination of this Agreement. Licensor and Licensee further agree that Licensee shall be permitted to continue using the processes in effect on the date of termination related to its cultivation facilities, including operating plans, standard operating procedures and design elements following termination of this Agreement.

### 5. **Ownership.**

5.1 Intellectual Property. Licensor shall retain all right, title and interest to the Intellectual Property, including all copies thereof and any Documentation or Confidential Information. All rights not expressly licensed herein are reserved to Licensor. The Licensor acknowledges that their will likely be contribution to the general intellectual property by the Licensee that while shared, will survive to remain jointly with both parties upon any termination of this agreement that will be specifically identified as origin sourced by the Licensee upon addition to such process or product as described herein. Such survival of Licensee rights shall remain tied to Canadian based deployment(s).

5.2 Improvements. Licensor shall be the sole owner of all right, title and interest in and to any invention, development, modification or improvement with respect to the Licensed Intellectual Property, including, but not limited to, enhancements, modifications, improvements, updates or derivative works thereof (collectively, the “Improvements”) conceived, made or

developed during the Term of this Agreement. Licensee agrees to assign and does hereby assign to Licensor all its right, title and interest in and to all Improvements and related technology. Licensor agrees to execute and provide any documentation to Licensee to perfect the Licensee's ownership rights in such Improvement, at Licensee's expense. Any such improvements in place prior to expiration or termination shall remain with the Licensee until such point in time of a natural expiration of any such License related obligation.

5.3 Maintenance/Renewal Fees. Throughout the Term of this Agreement, Licensee shall be responsible for paying all maintenance fees and taxes for the Intellectual Property to any recognizable third party in the Territory with such authority to levy such fees; provided, however, Licensee shall not be required to pay any such maintenance fee or tax assessed directly to Licensor.

5.4 Defending the Licensed Intellectual Property. During the Initial Term, Licensor shall have the sole responsibility of defending, at its sole cost and expense, Licensor's interest in the Licensed Intellectual Property in the Territory, which may include, but is not limited to, (i) enforcing the rights in the Licensed Intellectual Property against known infringers, and (ii) defending the Licensed Intellectual Property from ex parte or inter partes challenges. Licensee shall promptly notify Licensor of any actual or suspected third-party infringement of Licensor's rights in the Licensed Intellectual Property or challenges to the Licensed Intellectual Property that occur within the Territory. Licensor agrees that it will not settle any action under this Section 5.4 in a manner that is prejudicial to any rights of Licensee without the Licensee's prior written approval. Any damages, settlement proceeds or other remedies resulting from any infringement of the Licensed Intellectual Property within the Territory by a third party shall be shared equally among the Parties after Licensor recuperates the costs of enforcement. Provided the Licensor has not elected to terminate this Agreement in accordance with the provisions of section 4.2(d), the Licensor and the Licensee shall share equally in the cost and expense of defending the Licensor's interest in the Licensed Intellectual Property in the Territory during all subsequent Renewal Terms of this Agreement.

**6. Compensation/Audit Rights/Right to Inspect.**

6.1 Compensation. In consideration of the licenses granted herein, Licensee shall compensate Licensor according to the payment schedule, which is attached hereto as Exhibit D.

6.2 [REDACTED]

6.3 **Reporting.** Within thirty (30) days of the end of each monthly cycle immediately following the Effective Date, Licensee shall furnish an itemized report to Licensor detailing, for the applicable business quarter, the gross revenue associated with the Licensed Intellectual Property (each, a “Monthly Report”).

6.4 **Right to Inspect.** Licensee shall keep records in sufficient detail to permit Licensor to ascertain and verify Licensee’s compliance with the terms and conditions of this Agreement. Not more than once per year, Licensee shall permit Licensor or its duly authorized auditor to inspect, examine and copy Licensee’s records applicable to the use, sale and advertising of the Licensed Intellectual Property at reasonable times and during normal business hours for purposes of verifying the accuracy of the Quarterly Reports and any payments made or required to be made by Licensee hereunder. If any such inspection or audit reveals any discrepancies or failure to comply with the requirements of this Agreement, Licensor shall provide prompt notice thereof to Licensee, and Licensee shall take immediate steps to remedy such deficiencies and/or area of non-compliance and immediately pay to Licensor the full cost of the audit.

## 7. **Confidentiality and Nondisclosure.**

7.1 Each Party acknowledges that, in the course of performance pursuant to this Agreement, each Party may obtain Confidential Information relating to the other Party. Such Confidential Information shall belong solely to the disclosing Party. Neither Party shall use or disclose Confidential Information of the other Party to third parties, without the written consent of the disclosing Party. Each Party agrees to undertake its best efforts to maintain the other Party’s Confidential Information in confidence, which measures shall be no less than the measures taken by that Party to protect its own Confidential Information and shall include entering into such confidentiality and non-disclosure agreements, as required. Each Party agrees to report immediately to the other Party any unauthorized use or disclosure of Confidential Information of which such Party has actual knowledge. Upon expiration or termination of this Agreement, each Party shall immediately destroy or erase all copies of the Confidential Information and, upon the other Party’s request, promptly confirm destruction of same by signing and returning to the other Party a certificate of destruction satisfactory to such other Party.

7.2 Each Party shall cause each of its principals, directors, officers, managers, partners, employees, agents, counsels, or other representatives (the “Representatives”) to hold the other Party’s Confidential Information in confidence and shall use its best efforts to protect it. Each Party shall, and shall cause each of its Representatives to, not disclose the other Party’s Confidential Information to any third party and shall use such Confidential Information for the sole purpose of performing such Party’s obligations under this Agreement.

7.3 Licensee shall not remove, modify or obliterate any restrictive markings on any documents or other materials provided to it by Licensor. Licensee shall have the right to affix its own restrictive or identification markings to any and all materials it may be providing to its clients but shall maintain branding elements as present or modified within the materials provided by the Licensor.

7.4 In order to protect and preserve the rights granted to Licensee pursuant to Section 2, Licensee agrees to implement procedures with respect to the protection of the Intellectual

Property and proprietary information which are consistent with industry standards and which are reasonably acceptable to Licensor. The Parties shall agree on such procedures and reduce them to writing prior to any transfer of Licensed Intellectual Property from Licensor to Licensee.

7.5 Subject to the provisions of section 4.3, each Party's rights and obligations pursuant to this Agreement in relation to Confidential Information shall survive the termination of this Agreement for a period of two years after such termination, even after the return of such Confidential Information by the Licensee.

## 8. Representations and Warranties; Covenants; Disclaimers.

8.1 Representations and Warranties of Licensor. Licensor hereby represents and warrants to Licensee the following:

(a) Organization/Good Standing. Licensor is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada.

(b) Authority.

(i) Licensor has the full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement. All corporate action on the part of Licensor, its officers, directors and stockholders necessary to execute and deliver this Agreement has been taken and this Agreement constitutes a valid binding and enforceable agreement in accordance with its terms.

(ii) Licensor has all legal right and authority to grant and convey to Licensee the rights and licenses contained in this Agreement without violation or conflict with any agreement or law.

(iii) No Conflicts. Performance of the obligations of Licensor under the terms of this Agreement will not violate any provision of its certificate of incorporation or bylaws or conflict with or breach any agreement to which Licensor is a party.

(c) Intellectual Property.

(i) To the best of Licensor's knowledge after having made reasonable enquiries of the officers and directors of the Licensor, no action, suit, claim, arbitration, or other proceeding exists, is pending or threatened which is inconsistent with the rights granted under this Agreement.

(ii) To the best of Licensor's knowledge after having made reasonable enquiries of the officers and directors of the Licensor, the Licensed Intellectual Property does not infringe upon any the intellectual property rights of any third party in the Territory.

8.2 Representations and Warranties of Licensee. Licensee hereby represents and warrants to Licensor the following:



(a) Organization; Good Standing. Licensee is a corporation duly organized, validly existing, and in good standing under the laws of Canada.

(b) Authority. Licensee has the full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement and entering into this Agreement will not violate any agreement or other obligation by which Licensee is bound. All corporate action on the part of Licensee, its officers, directors and stockholders necessary to execute and deliver this Agreement, including any Licensee's obligations under Section 6.1, has been taken and this Agreement constitutes a valid binding and enforceable agreement in accordance with its terms.

(c) No Conflicts. Performance of the obligations of Licensee under the terms of this Agreement will not violate any provision of its certificate of incorporation or bylaws or conflict with or breach any agreement to which Licensee is a party.

### 8.3 Covenants and Disclaimers.

(a) Licenser makes no representation, warranty, guarantee or the like with respect to the Licensed Intellectual Property or with respect to the results to be obtained from the use of any of the foregoing, except that Licenser represents and warrants that it has no contractual obligation to any third party which is in conflict with the rights and licenses granted herein. Licensee expressly agrees to assume all risk and liability arising from its election to use or rely on the Licensed Intellectual Property.

(b) If Licensee receives any claim or threat of any claim that its use of the Licensed Intellectual Property infringes any third-party rights, it shall promptly advise Licenser and Licenser shall have the obligation, to defend or settle any such claim or threat of claim in accordance with Section 5.4 above.

(c) Nothing in this Agreement is intended to or shall require Licenser to file patent applications or maintain patent applications or patents and Licenser shall at all times be free to abandon any patents and applications at its sole discretion.

(d) Licensee shall be responsible for compliance with all laws and/or regulations within the Territory and applicable to its activities under this Agreement and, upon the request of Licenser, Licensee shall defend, indemnify and hold-harmless Licenser and its officers, directors and employees from any claim, liability or related costs or expense, howsoever arising, resulting from or connected with Licensee's failure to do so. The Licensee's entire liability for all claims arising from or related to this Agreement shall not exceed the amount or value, if any, of shares, cash, or other monetary consideration received by the Licensee under this Agreement.

(e) The liability of Licenser and its Affiliates to Licensee pursuant to or in connection with this Agreement is specifically limited as provided herein and Licensee hereby expressly waives any remedies, rights, representations or warranties, arising by law or otherwise, which are not set forth herein.

(f) Both parties agree to provide notice-based access to all of their facilities and as allowable under law, access to client, partner, and sublicensee facilities. Such notice will

generally observe a minimum of 72 hours window but in certain cases may be offered as may be accommodated.

## 9. **Indemnification.**

9.1 Licensors shall defend, indemnify and hold harmless Licensee and its respective directors, officers, employees, agents, successors and assigns (each a "Licensors Indemnitee") from and against any and all claims, damages, losses and expenses suffered or incurred by any such Licensors Indemnitee arising from, relating to or otherwise in respect of any breach of any representation or warranty of Licensors set forth above in Section 8 hereof.

9.2 Licensee shall defend, indemnify and hold harmless Licensors and their respective directors, officers, employees, agents, successors and assigns (each a "Licensee Indemnitee") from and against any and all claims, damages, losses and expenses suffered or incurred by any such Licensee Indemnitee arising from, relating to or otherwise in respect of any breach of any representation or warranty of Licensee set forth above in Section 8 hereof.

9.3 If a claim by a third party is made against an indemnitee hereunder, and if such indemnitee intends to seek indemnification with respect thereto under this Section 9, such indemnitee shall promptly notify the indemnifying Party in writing of such claims setting forth such claims in reasonable detail.

9.4 This Section 9 shall survive the termination of this Agreement.

10. **Limitation of Damages and Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S OBLIGATIONS RELATED TO: (i) BREACHES OF CONFIDENTIALITY; (ii) VIOLATIONS OF LAW; OR (iii) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSEE OR LICENSEE'S PERSONNEL, IN EACH CASE WHICH SHALL BE UNCAPPED, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE LICENSED INTELLECTUAL PROPERTY OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT OR FROM ANY BREACH OF THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED THE AMOUNT OR VALUE, IF ANY, OF SHARES OR OTHER CONSIDERATION ACTUALLY RECEIVED BY THAT PARTY UNDER THIS AGREEMENT.

## 11. **Regulatory or Legislative Change.**

11.1 In the event of any material change in any statute, regulation or definitive interpretation thereof by a government agency or administrative body ("Laws"), or an enforcement action against Licensors or its Affiliates arising under any Laws, in each case which shall make this Agreement unlawful in whole or in material part, the Parties shall immediately enter into good faith negotiations regarding a license arrangement (if necessary) which is consistent with such Laws and approximates as closely as possible the economic position of the Parties hereunder prior to the change. Notwithstanding anything to the contrary in Section 4 herein, if the Parties are

unable to reach such an agreement within forty-five (45) days following written notice from one Party to the other, then either Party may terminate this Agreement effective upon ninety (90) days' prior written notice.

11.2 Both Parties recognize that each is engaged in a regulated business, is subject to registration and regulation by various governmental authorities. In furtherance of the foregoing, the Parties agree as follows:

(a) After thorough discussion between the Parties, each will use its best independent judgment to determine, in its sole discretion, if the changes in the Parties' relationship, as reflected in this Agreement, are sufficiently significant to trigger voluntary disclosure to or additional approval from applicable regulatory authorities. Subject to the immediately preceding sentence, each party will involve each other to the maximum extent possible in its dealings and communications with regulators on an ongoing basis.

(b) If any regulator requires changes to the agreements made by the Parties, as reflected in this Agreement, the Parties will work together in good faith to reach a mutually satisfactory modified arrangement that reflects, to the greatest extent possible, the agreements that the Parties have made.

## 12. General Provisions.

12.1 Governing Law. This Agreement and all amendments, modifications, alterations, or supplements hereto, shall be governed by and construed and interpreted in accordance with the laws of the State of Nevada applicable to agreements made and to be performed entirely within Nevada, including all matters of construction, validity and performance, without regard to its conflict of law provisions.

12.2 Attorney's Fees. The prevailing Party in any court action or mutually agreed to arbitration may be awarded reasonable attorney's fees and costs from the non-prevailing Party.

12.3 Notices. Notices provided under this Agreement must be in writing and delivered by (i) certified mail, return receipt requested, (ii) hand delivered, (iii) e-mail, or (iv) delivery by a reputable overnight carrier service (in the case of delivery by e-mail the notice must be followed by a copy of the notice being delivered by a means provided in (i), (ii) or (iv)). The notice will be deemed given on the day the notice is received. In the case of notice by e-mail, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses or at such other addresses as may be later designated by notice:

**LICENSOR:**

Medicine Man Technologies, Inc.  
4880 Havana St., Suite 201  
Denver, CO 80239  
United States of America

**LICENSEE:**

Abba Medix Corp.  
1773 Bayly St.  
Pickering, ON L1W 2Y7  
Canada

ATTN: Brett Roper

Email: brett@medicinemantechnologies.com

ATTN: Riley McGee

Email: riley@abbamedix.com

12.4 Severability; Survival. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement not essential to the commercial purpose of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall be interpreted to the extent possible to effect the overall intention of the Parties at the Effective Date of this Agreement.

12.5 Waiver. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.

12.6 Assignment. Neither Party may assign this Agreement by operation of law or otherwise, in whole or in part, other than pursuant to a merger or a transfer of a majority of its assets, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed; provided, however, either Party may assign this Agreement to an Affiliate or successor without the prior written consent of the other Party. Any attempt to assign this Agreement in derogation hereof shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assignees of the Parties.

12.7 Equitable Relief. Licensee acknowledges and agrees that, due to the unique nature of the Intellectual Property and the Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that, upon any such breach or threat thereof, Licensor shall be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies they may have at law.

12.8 Expenses. Each Party shall be responsible for all expenses incurred by such Party in connection with the negotiation and execution of this Agreement.

12.9 Expenses of Enforcement. If a Party is required or elects to take legal or equitable action against the other Party to enforce its rights under this Agreement or to require performance by the defaulting Party of its obligations under this Agreement, then the non-prevailing Party in such action shall pay to the prevailing Party all reasonable costs and expenses, including, without limitation, reasonable attorney's fees and court costs, incurred by the prevailing Party in such action, whether or not suit is filed. Such payment shall be made within thirty (30) days following the date of any final settlement among the Parties or the judicial judgment. A Party is deemed to have prevailed if it obtains a judgment or settlement in its favor that substantially provides for the relief contemplated either in its complaint or responsive pleading.

12.10 Non-Publication.

(a) Each Party hereto agrees that, during the Term of this Agreement, it will not publicize the terms and conditions hereof, except (i) with the prior written consent of the other

Party, (ii) pursuant to an order of a court or governmental body of competent jurisdiction, (iii) as may be required by law, or (iv) as may be necessary to exercise its rights hereunder.

(b) The Parties acknowledge and agree that they may be required to make a press release, public disclosure, or filing in relation to this Agreement with their regulatory authorities in accordance with relevant securities laws. Neither Party will make any press release, public announcement or public statement about the transactions contemplated herein which has not been previously approved by the other.

12.11 Non-Agency. Nothing contained in this Agreement alone or the performance thereof is intended to or shall be construed to create any relationship of agency, partnership, or joint venture between Licensor and Licensee.

12.12 Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be an original but both of which, when taken together, shall constitute one and the same instrument. This Agreement may be delivered by electronic transmission, including facsimile or email.

12.13 MDCL Licensee Support. The Licensor shall provide primary access to ██████████ ██████████ for all aspects of supporting this relationship noting he will coordinate the provision of other support of the Licensor primary team based upon their mutual availability for this deployment. Mr. ██████████'s time as well as that of ██████████ shall not be billable however all expense related to travel and other hard costs, subject to prior approval by Licensee unless otherwise agreed to a part of the ongoing support as noted herein, shall be reimbursable by the Licensee. Such reimbursement shall be made from the Operating Account (as defined in Exhibit D) to be established by the Licensee for the purpose of this Agreement. This non-compensated contribution by Licensor shall continue for a period of six months from the date of execution of this agreement but may be extended by agreement of the Licensor on an availability basis. Access to other Licensor team members may be extended to the Licensee on a cost and expenses basis based upon availability.

Further, the Licensee agrees to appoint Mr. ██████████ to one of either their Board of Directors or as an Advisory Board Member within thirty days of the execution of this agreement. Should the appointment be in an Advisory Board capacity, the Licensee further agrees that Mr. ██████████ shall be invited to attend all Licensee Board and Committee Meetings with the understanding their may be restricted elements of such meetings he may not be privy to attend or participate in at sole Board election.

12.14 Entire Agreement. This Agreement together with all exhibits and addenda, each which are hereby incorporated by reference, constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**LICENSOR**

**LICENSEE**

**MEDICINE MAN TECHNOLOGIES, INC.  
(OTC: MDCL)**

**CANADA HOUSE WELLNESS GROUP,  
INC. (CSE: CHV.CN)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Brett Roper

Print Name: Chris Churchill-Smith

Its: CEO and Authorized Officer

Its: Chief Executive Officer

**EXHIBIT A**

**Technology**

*Process(es)*

Process(es) includes [REDACTED]  
[REDACTED]  
[REDACTED] and any other element as provided in the normal course of day to day Licensor business deployment as specified within this Licensure Document.

*Products*

Products include the [REDACTED], as amended and updated from time-to-time, by [REDACTED] and all current and future products related to the entire [REDACTED]  
[REDACTED]

**NOTE: Both of the categories will be subject to updating as both Licensor and Licensee capabilities continue to evolve over the duration of this agreement.**

**EXHIBIT B**

**Trademarks**

<b>Mark</b>	<b>Country</b>	<b>App. Ser. No./Reg. No.</b>	<b>Registration Date</b>
MEDICINE MAN	US	5,207,404	May 23, 2017
MEDICINE MAN	US	86/918,470	n/a
SUCCESS NUTRIENTS and Design	US	5,164,677	March 21, 2017
SUCCESS NUTRIENTS and Design	Canada*	TMA981867	October 2, 2017

\* Licensor shall obtain Trademarks to protect the Licensed Intellectual Property in the Territory.



**EXHIBIT C**

**Form Sublicense Agreement**

**[To be determined mutually at a date subsequent to execution of this Agreement noting that such agreements shall expressly apply to Canadian only deployment and include restrictive covenants of such restrictions. Further the Licensor agrees that if it does not have specific restrictions outside of Canada for potential client access, it will consider inclusion of such rights under a separate agreement.]**

## EXHIBIT D

### Payment Schedule

Licensee shall compensate Licensor as follow (form of currency or equivalents stated in Canadian Dollars):

- Cash
  - \$1,150,000 (\$575,000 due upon full execution of the License Agreement and \$575,000 due upon the earlier of (a) [REDACTED] and (b) [REDACTED]
- Ongoing License Fees
  - [REDACTED] of the gross revenues associated with the sale of [REDACTED] by Licensee over the Term of the Agreement. All such fees shall be calculated on a monthly basis, Licensee to provide a report and payment due to Licensee within 30 days of the close of any monthly period.
  - [REDACTED] of the gross revenues associated with the sale of [REDACTED] by Licensee over the Term of the Agreement. All such fees shall be calculated on a monthly basis, Licensee to provide a report and payment due to Licensee within 30 days of the close of any monthly period.
- Stock Consideration
  - \$3,500,000 in Stock (CHV.CN) (the “**Stock Consideration**”)
    1. Delivery due within [REDACTED] of the full execution of this agreement or within a period defined by Canadian regulations related to the Licensee’s compliance with the Canadian Stock Exchange requisites.
    2. Subject to Stock Exchange rules, the stock price for the calculation of the Stock Consideration shall be the 5-day volume weighted average price of the common shares of the Licensee ending no the Effective Date.
    3. [REDACTED] of the shares subject to a [REDACTED] restriction
    4. [REDACTED] of the shares subject to a [REDACTED] restriction.
    5. [REDACTED] of the shares subject to a [REDACTED] restriction.
    6. All shares shall have piggyback registration rights noting the [REDACTED] [REDACTED] restrictions shall become null and void if shares of the Licensee achieve a [REDACTED] [REDACTED]
  - \$1,000,000 in the form of a stock swap with MDCL for CHV shares (common) (the “**Stock Swap**”).
    1. Delivery due and forms of documentation shall be determined noting that, subject to relevant securities laws and Stock Exchange rules, the Stock

Swap shall be completed within 90 days following the Effective Date, failing which, this provision shall become null and void without effecting the terms and conditions stipulated herein.

2. Subject to Stock Exchange rules, the stock price for the calculation of the number of MDCL and CHV common shares for the Stock Swap shall be the 5-day volume weighted average price of the MDCL and CHV common shares ending on the date of the Stock Swap.
3. The Licensee shall be entitled to have one observer they shall designate in attendance at any meeting of the Licensor's Board of Directors or committee meeting, in person or telephonically at its expense, provided that observer is also a member of the Licensee's Board of Directors.

Further, the Licensor shall provide a matching lending facility to the Licensee in [REDACTED]

Such lending facilities shall [REDACTED], to be agreed to by both parties. Both parties agree that each of the [REDACTED]