

RECIPROCAL LICENSE AGREEMENT

This License Agreement (this "Agreement") is made and effective as of the Effective Date defined below;

BETWEEN

BEE VECTORING TECHNOLOGY INC., a corporation
incorporated pursuant to the laws of the Province of Ontario

(hereinafter "BVT")

- and -

BIOBEST GROUP NV, a corporation incorporated pursuant to the
laws of Belgium

(hereinafter "Biobest", together with BVT sometimes herein
referred to as the "Parties")

Whereas:

- A. Each of the Parties holds certain Intellectual Property rights related to insect Vectoring Technology;
- B. BVT wishes to grant to Biobest a non-exclusive, royalty-bearing, irrevocable (during the Term hereof) license to use certain Intellectual Property owned by BVT in the commercialization of certain products in the Territory, together with a right of Biobest to sublicense its rights to Biobest's Affiliates for so long as they remain an Affiliate of Biobest;
- C. Biobest wishes to grant to BVT a non-exclusive, royalty-bearing, irrevocable (during the Term hereof) license to use certain Intellectual Property owned by Biobest in the commercialization of certain products in the Territory, together with a right of BVT to sublicense its rights to BVT's Affiliates for so long as they remain an Affiliate of BVT;
- D. This Agreement is being executed in accordance with a binding Memorandum of Understanding between the Parties, dated November 20, 2017; and

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

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**ARTICLE 1
DEFINITIONS**

1.1 Definitions

- (a) **"Affiliate"** means any entity Controlling, or Controlled by, a Party;
- (b) **"Agreement"** means this Reciprocal License Agreement and all present and future incorporated schedules, attachments, appendices, addenda, and written amendments;
- (c) **"Biobest Exclusions"** has the meaning ascribed thereto in Section 2.4;
- (d) **"Biobest License"** has the meaning ascribed thereto in Section 2.1(c);
- (e) **"Biobest Patents"** means EP Patent No. EP2745682 co-owned by Biobest, entitled "Hive Mounted Disseminator Device", having a filing date of May 29, 2010 and published on June 25, 2014, and claiming priority from the Biobest Priority Applications, and any patent that issues therefrom, as well as any patent applications and patents in Europe and anywhere in the Territory claiming priority to one or both of the Biobest Priority Applications, including all reissuances, divisionals, continuations, continuations-in-part, revisions, renewals, extensions, and re-examinations thereof;
- (f) **"Biobest Priority Applications"** means applications GB0909172 dated May 29, 2009 and GB1006909 dated April 26, 2010, from which the Biobest Patents claim priority;
- (g) **"Biobest Scope of License"** means, subject to the Biobest Exclusions, any product that falls within the scope of enforceable exclusive rights conferred to Biobest under one of the Biobest Patents;
- (h) **"Biobest Strategy"** means the use of Bumblebee Hives and dispensers for bumblebee vectoring whereby all Bumblebee Hives equipped with a dispenser prominently display the brand name "Biobest" used in any text or design form, or any variation/update thereof;
- (i) **"Biobest Territory"** means the patent-granting jurisdictions in the Territory in which Biobest holds enforceable patent rights under one or more Biobest Patents and BVT does not hold enforceable patent rights under any BVT Patents;
- (j) **"Bumblebee Hive"** means a functional unit used for bumblebee pollination containing a single bumblebee colony. A commercial bumblebee colony typically contains several tens up to several hundreds of workers and typically remains functional during several weeks to months. A Bumblebee Hive usually contains one colony in a box (e.g. cardboard box). Packaging units containing several bumblebee colonies shall be deemed to consist of multiple Bumblebee Hives;



- (k) **“Bumblebee Hive Tray”** means a device, often in the form of a plastic tray, loaded with or aimed at being loaded with substances, to be carried by bumblebees and delivered to a crop, and thus enabling a single Bumblebee Hive to be deployed in the context of Vectoring Technology;
- (l) **“BVT Brands”** means registered or unregistered brands based solely on the brand names listed in Schedule “C”, used in any text or design form, or any variations/updates thereof. A new or different brand name, belonging to BVT, can be added to the list of BVT Brands only with the prior written consent of Biobest, such consent not to be unreasonably withheld, conditioned or delayed. The addition of “BVT” or “Bee Vectoring Technologies” or any other BVT Brand to another name shall not make the combined name to be considered as being used under the BVT Branded Strategies but rather shall be deemed to be a BVT Co-branded Strategy. A valid reason for Biobest to withhold its consent shall be when the request for a new brand name would extend the scope of a BVT Branded Strategy enabling any person to operate under a BVT Branded Strategy instead of under a BVT Co-Branded Strategy. Biobest shall be entitled to withhold such consent, for any reason whatsoever, in Biobest’s sole and absolute discretion, upon the occurrence of a change of Control of BVT;
- (m) **“BVT Branded Strategies”** means the use of Bumblebee Hives and dispensers for bumblebee vectoring whereby all Bumblebee Hives equipped with a dispenser display one or more BVT Brands while not displaying any other brands;
- (n) **“BVT Co-branded Strategies”** means the use of Bumblebee Hives and dispensers for bumblebee vectoring whereby all Bumblebee Hives equipped with a dispenser prominently display one or more BVT Brands while also displaying other brands;
- (o) **“BVT Exclusions”** has the meaning ascribed thereto in Section 2.3;
- (p) **“BVT License”** has the meaning ascribed thereto in Section 2.1(a);
- (q) **“BVT Patents”** means EP Patent No. EP2693871 owned by BVT, entitled “Apparatus for Treatment of Plants”, having a filing date of April 3, 2012 and granted on February 22, 2017, claiming priority from the BVT Priority Applications and any patent that issues therefrom, as well as any patent applications and patents in Europe and anywhere in the Territory claiming priority to one or both of the BVT Priority Applications, including all reissuances, divisionals, continuations, continuations-in-part, revisions, renewals, extensions, and re-examinations thereof;
- (r) **“BVT Priority Applications”** means application Serial Nos. US61/472872 dated April 7, 2011 and US61/609549 dated March 12, 2012 from which the BVT Patents claim priority;

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- (s) **"BVT Scope of License"**, subject to the BVT Exclusions, means any product that falls within the scope of enforceable exclusive rights conferred to BVT under one of the BVT Patents;
- (t) **"BVT Territory"** means the patent-granting jurisdictions in the Territory in which BVT holds enforceable patent rights under one or more BVT Patents and Biobest does not hold enforceable patent rights under any Biobest Patents;
- (u) **"Control"** means: (a) when applied to the relationship between a Person and a corporation, the beneficial ownership by that Person at the relevant time of shares of that corporation carrying the greater of (i) a majority of the voting rights ordinarily exercisable at meetings of shareholders of that corporation, and (ii) the percentage of voting rights ordinarily exercisable at meetings of shareholders of that corporation that are sufficient to elect a majority of the directors; (b) when applied to the relationship between a Person and a partnership, limited partnership, trust or joint venture, means the beneficial ownership by that Person at the relevant time of more than 50% of the ownership interests of the partnership, limited partnership, trust or joint venture or the contractual right to direct the affairs of the partnership, limited partnership, trust or joint venture; (c) when applied in relation to a trust, the beneficial ownership at the relevant time of more than 50% of the property settled under the trust, and the words **"Controlled by"**, **"Controlling"** and similar words have corresponding meanings;
- (v) **"Effective Date"** has the meaning ascribed thereto in Section 2.2(b);
- (w) **"End Date"** has the meaning ascribed thereto in Section 2.2(e);
- (x) **"Intellectual Property"** means the Subject Patents, copyrights, trade secrets, and trademarks and includes any rights derived therefrom;
- (y) **"Licenses"** has the meaning ascribed thereto in Section 2.1;
- (z) **"Licensee"** means BVT or Biobest (or their respective Affiliates, provided that, and then only to the extent that, their respective rights to sublicense have been exercised and only for so long as they remain an Affiliate of BVT or Biobest, as applicable), as the context so requires;
- (aa) **"Licensor"** means BVT or Biobest, as the context so requires;
- (bb) **"Person"** will be interpreted broadly and includes any individual, firm, partnership, limited partnership, limited liability partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, estate, unincorporated association or governmental authority;
- (cc) **"Reciprocal Territory"** means the patent-granting jurisdictions in the Territory in which both Parties hold one or more enforceable patent rights under respectively owned Subject Patents;

- (dd) **“Royalty”** means the amount of compensation paid to the Licensor by the Licensee as described in Article 4;
- (ee) **“Sale” (and “Sold”)** under the Licenses by a respective Party as referenced in Article 4 shall mean transferring ownership of a respective licensed product by the Party to a third party, whether or not the third party is an end user or intermediary such as a distributor. The jurisdiction in which the Sale by the Party shall be deemed to have occurred shall be the jurisdiction attracting the highest royalty due to the other Party in which any of the following events have occurred: execution of a sales contract pertaining to the respective licensed product, delivery of the licensed product to the third party, or delivery of the licensed product to an end user.
- (ff) **“Subject Patents”** means the BVT Patents or the Biobest Patents, as applicable;
- (gg) **“Term”** has the meaning ascribed thereto in Section 2.2(a);
- (hh) **“Territory”** means worldwide, and for greater certainty, includes Reciprocal Territories, BVT Territories, and Biobest Territories, each of which can expand and collapse during the Term of this Agreement upon the gain and loss of enforceable patent rights under the Subject Patents;
- (ii) **“USD”** means the lawful currency of the United States of America;
- (jj) **“Use” (and “Used”)** under the Licenses by a respective Party as referenced in Article 4 shall mean deploying a respective licensed product for operation in association with a crop, excluding operation for experimental purposes, and shall include direct Use by the Party, where the Party is the end user, and indirect Use by the Party, where the Party maintains ownership of the licensed product while it is in Use by the end user, for example, under the terms of a service agreement.
- (kk) **“Vectoring Technology”** means the use of bumblebees to carry substances from the Bumblebee Hive Tray and deliver them to a crop while pollinating the crop.

ARTICLE 2 RECIPROCAL LICENSE

2.1 Grant

- (a) BVT hereby grants to Biobest a non-exclusive, royalty-bearing, irrevocable (during the Term of this Agreement) license to develop, manufacture, market, distribute, and sell products within the BVT Scope of License and limited to the Biobest Strategy, subject to the BVT Exclusions listed in Section 2.3 (**“BVT License”**). For greater certainty, the BVT License shall include the right for Biobest to sublicense its rights under the BVT License (but shall specifically exclude any further rights to sublicense) to an Affiliate of Biobest without the consent of BVT so long as such Affiliate remains an Affiliate of Biobest. Any such sublicense shall only be effective upon Biobest delivering not less than fifteen (15) days prior written notice thereof to BVT.

- (b) Biobest shall display all applicable BVT Patents numbers on any products developed, manufactured, marketed, distributed, or sold pursuant to the BVT License.
- (c) Biobest hereby grants to BVT a non-exclusive, royalty-bearing, irrevocable (during the Term of this Agreement) license to develop, manufacture, market, distribute, and sell products within the Biobest Scope of License and limited to the BVT Branded Strategies and/or BVT Co-branded Strategies, subject to the Biobest Exclusions listed in Section 2.4 (the "Biobest License", together with the BVT License sometimes herein collectively referred to as the "Licenses"). For greater certainty, the Biobest License shall include the right for BVT to sublicense its rights under the Biobest License (but shall specifically exclude any further rights to sublicense) to an Affiliate of BVT without the consent of Biobest so long as such Affiliate remains an Affiliate of BVT. Any such sublicense shall only be effective upon BVT delivering not less than fifteen (15) days prior written notice thereof to Biobest.
- (d) BVT shall display all applicable Biobest Patents numbers on any products developed, manufactured, marketed, distributed, or sold pursuant to the Biobest License.
- (e) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and those permitted assigns approved by the other party ("Successor"). A Licensee may not assign or subcontract any of its rights or obligations under this Agreement or the Licenses granted hereunder to any other Person other than to an Affiliate or Successor, without the prior written approval of the Licensor. Such approval is entirely within the Licensor's discretion and, if given, may be contingent upon an amendment to this Agreement or other appropriate agreement.
- (f) For clarity, nothing in Section 2.1(e) shall prohibit or restrict a Licensee (including an Affiliate of said Licensee) from purchasing inputs from any third party supplier for production of the Licensee's Vectoring Technology. Notwithstanding the foregoing, where the input obtained from a supplier may itself be reasonably anticipated by the Licensee to be subject to a patent claim, then when reaching an agreement with such a third party supplier, the Licensee shall have the third party supplier duly sign written acknowledgement that the inputs being provided by the third party supplier to the Licensee are subject to patent protection in favour of the Licensor, and that the third party may not manufacture, sell, or otherwise use any further quantity of such inputs for the benefit of itself or any other third party. The Licensee shall also sign the same acknowledgement and provide a copy of the signed acknowledgement to the Licensor, within a reasonable amount of time from the date on which the acknowledgement is signed by the third party.
- (g) For further clarity, the Licenses granted herein shall survive a change in ownership or Control of either Party, and shall transfer to the Successor of the Parties. The limitation of the right to sublicense shall apply to the Party's Successor, so that any sublicense of its rights under a License, granted by a Licensee to its Affiliate(s), shall not survive, and shall terminate and be of no further force and effect, if such Affiliate is not, or at

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any time ceases to be, an Affiliate of such Party's Successor. Notwithstanding the right of the Party not in bankruptcy to terminate the Agreement against the Party in bankruptcy as stipulated in Section 8.2, in case of bankruptcy, the Successor of the bankrupt Party shall be the entity acquiring ownership of the relevant Subject Patents.

2.2 Term of Licenses

- (a) This Agreement shall commence on the Effective Date and shall continue until the End Date or the date on which this Agreement is terminated early in accordance with Article 8 ("Term").
- (b) The Effective Date shall be the date on which this Agreement is signed by both Parties ("Effective Date").
- (c) The BVT License shall be effective until the later of:
 - (i) the date on which the last enforceable claim of the BVT Patents becomes irrevocably unenforceable; or
 - (ii) the date on which the last pending claim of the BVT Patents becomes irrevocably abandoned or otherwise unpatentable ("BVT End Date").
- (d) The Biobest License will be effective until the later of:
 - (i) the date on which the last enforceable claim of the Biobest Patents becomes irrevocably unenforceable; or
 - (ii) the date on which the last pending claim of the Biobest Patents becomes irrevocably abandoned or otherwise unpatentable ("Biobest End Date").
- (e) Unless sooner terminated pursuant to this Agreement, this Agreement shall terminate on the date ("End Date") that is the later of the BVT End Date and the Biobest End Date.

2.3 Exclusions to BVT License

Any product in any jurisdiction in the Territory that if commercialized in Europe would fall within the scope of Issued Claim 10 of EP2693871 B1 (making reference to the feature of a plurality of posts extending upward from base), a copy of which is found at Schedule A of this Agreement, is excluded from the BVT License ("BVT Exclusions").

2.4 Exclusions to Biobest License

Any product in any jurisdiction in the Territory that if commercialized in Europe would fall within the scope of any of Claims 1-15 of EP2434871 B1 (making reference to the feature of an unidirectional pathway), copies of which are found at Schedule B of this Agreement, is excluded from the Biobest License ("Biobest Exclusions").

2.5 Products deriving from Subject Patents

BVT acknowledges and understands that Biobest hereby retains all right, title and ownership over any new products and new intellectual property that is developed by Biobest through exercise of its rights under the BVT License and the use of the BVT Patents thereunder.

Biobest acknowledges and understands that BVT hereby retains all right, title and ownership over any new products and new intellectual property that is developed by BVT through exercise of its rights under the Biobest License and the use of the Biobest Patents thereunder.

ARTICLE 3 NON-OPPOSITION COMMITMENT

3.1 Reciprocal Commitment to Refrain from Challenging the Subject Patents

The Parties agree and undertake to each other, and shall cause their respective Affiliates, to refrain from challenging, or supporting any other entity in challenging, the Subject Patents owned or co-owned by the other Party in any way in any part of the Territory, including through filing opposition, filing third party observations, challenging the validity of the Subject Patents in a court or tribunal or taking any action in any part of the Territory aimed at challenging the validity or reducing the scope of the other Party's Subject Patents, whether prior to the granting or after the granting of the said Subject Patents.

3.2 Survival

The obligations under this Article shall not survive, and shall cease upon, expiration of this Agreement at the end of the Term, or the early termination of this Agreement.

ARTICLE 4 ROYALTIES

4.1 General

- (a) Royalties shall be due and payable by Biobest to BVT from and after the Effective Date on any sale or any use of products manufactured, marketed and distributed by Biobest or its Affiliates, which, in the absence of the BVT License granted herein, would infringe an enforceable claim of BVT in the relevant country of the Territory. For greater certainty, Royalties shall not be payable on any such sale or use of products for periods prior to the Effective Date.
- (b) Royalties shall be due and payable by BVT to Biobest from and after the Effective Date on any sale or use of any products manufactured, marketed and distributed by BVT or its Affiliates, which, in the absence of the Biobest License granted herein, would infringe an enforceable claim of Biobest in the relevant country of the Territory. For greater certainty,

Royalties shall not be payable on any such sale or use of products for periods prior to the Effective Date.

4.2 Royalty due from BVT to Biobest

The Royalty due from BVT to Biobest shall be the amount of One Dollar and Fifty Cents (\$1.50 USD) per Bumblebee Hive used or commercialized, under the Biobest License when the Biobest Patents are used in the context of a BVT Branded Strategy, in a Reciprocal Territory, and shall be the amount of Three Dollars (\$3.00 USD) per Bumblebee Hive when used in the context of a BVT Branded Strategy in a Biobest Territory.

The Royalty due from BVT to Biobest shall be the amount of Three Dollars (\$3.00 USD) per Bumblebee Hive used or commercialized, under the Biobest License when used in the context of a BVT Co-Branded Strategy, in a Reciprocal Territory, and shall be the amount of Six Dollars (\$6.00 USD) per Bumblebee Hive when used in the context of a BVT Co-Branded strategy in a Biobest Territory.

For clarity, the use or commercialization of a Bumblebee Hive by BVT under the Biobest License shall incur royalty in favour of Biobest according to the greater of the following two amounts: (1) an amount based on Sale or Use of the Bumblebee Hive, where the Bumblebee Hive is Sold or Used by BVT or its Affiliate in a Reciprocal Territory or a Biobest Territory; (2) an amount based on manufacture of the Bumblebee Hive, where the Bumblebee Hive or an input covered by a respective Biobest Patent is manufactured by BVT or its Affiliate or a third party supplier in a Reciprocal Territory or a Biobest Territory and is Sold or Used in a jurisdiction that is neither a Reciprocal Territory nor a Biobest Territory.

4.3 Royalty due from Biobest to BVT

The Royalty due from Biobest to BVT shall amount to Fifteen Cents (\$0.15 USD) per Bumblebee Hive Tray used or commercialized, under the BVT License when BVT Patents are used in the context of the Biobest Strategy, in a Reciprocal Territory, and be the amount of Thirty Cents (\$0.30 USD) per Bumblebee Hive Tray used or commercialized under the BVT License when used in the context of the Biobest Strategy in a BVT Territory.

For clarity, the use or commercialization of a Bumblebee Hive Tray by Biobest under the BVT License shall incur royalty in favour of BVT according to the greater of the following two amounts: (1) an amount based on Sale or Use of the Bumblebee Hive Tray, where the Bumblebee Hive Tray is Sold or Used by Biobest or its Affiliate in a Reciprocal Territory or a BVT Territory; (2) an amount based on manufacture of the Bumblebee Hive Tray, where the Bumblebee Hive Tray or an input covered by a respective BVT Patent is manufactured by Biobest or its Affiliate or a third party supplier in a Reciprocal Territory or a BVT Territory and is Sold or Used in a jurisdiction that is neither a Reciprocal Territory nor a BVT Territory.

4.4 Amendment to the Amount of Royalty

The Royalty amounts stated herein may be amended from time-to-time, only by written agreement of the Parties.

4.5 Miscellaneous

- (a) All Royalties shall be adjusted to account for inflation as fixed by the Consumer Price Index for Ontario for such month for all items not seasonally adjusted, based on a 2002 Consumer Price Index of 100, as published by Statistics Canada, or any government department(s) under which duties in connection with the Consumer Price Index will have devolved, for the most recent twelve-month period for which the Index is available. If the Consumer Price Index for any particular month is not available (whether through cessation of regular publication or otherwise) or is materially altered, the Parties will adopt a suitable alternative or replacement Index which substantially replicates the effect of the Consumer Price Index.

Notice of Activity in Jurisdiction: The Licensee shall, within thirty (30) days of the Effective Date, provide written notification to the Licensor of the jurisdictions in the Territory in which it has made, used, sold, or otherwise commercialized product that falls within the scope of the License granted to the Licensee by the Licensor. In addition to the foregoing, the Licensee shall provide written notification to the Licensor of any further jurisdictions in the Territory in which it has made, used, sold, or otherwise commercialized product that falls within the scope of the License granted to the Licensee by the Licensor, within thirty (30) days of commencing same within such further jurisdiction in the Territory.

- (b) All Royalty calculations, payment terms and methods will be recorded and reported in writing, in the form of the Reporting Template attached hereto as Schedule D. The Parties shall provide each other with a Royalty calculation within sixty (60) days from the end of each calendar year and shall pay the calculated Royalty amount to the other within ninety (90) days from the end of each calendar year.
- (c) Each Party shall have, upon reasonable written notice to the other Party, the right to audit any Royalty calculations, payment terms and methods of the other Party. Any such audit shall be at the sole cost and expense of the auditing Party. Notwithstanding the foregoing, where any such audit results in a finding that the Royalty calculations of the audited Party are understated by more than three per cent (3%), then the cost of such audit shall be borne solely by the audited Party. In such event, the audited Party shall pay forthwith to the auditing Party the amount of any such shortfall plus interest thereon at a rate of five per cent (5%) per annum calculated from the date that the shortfall in the Royalty amount should have been paid until the date on which the Auditing Party receives payment.
- (d) If a dispute arises with respect to a Royalty calculation, payment term, and/or method, then the disputing Party can seek a remedy through arbitration as stipulated in Article 10 of this Agreement.

ARTICLE 5 WARRANTIES

5.1 Authority

Each Party warrants that it has the full authority, right, and power to enter into and perform its obligations under this Agreement. Each Party warrants that its entering this Agreement does not conflict with any other agreement to which it is a party, or any law or regulation of any applicable governmental authority.

5.2 Ownership of Intellectual Property

- (a) BVT represents and warrants that it holds the right, title and interest in and to BVT Patents. It further represents and warrants that it is not a party to or bound by any contract or other obligation that limits or impairs its ability to grant the BVT License over any of the BVT Patents on the terms set out herein and that it has not granted to any Person, other than Biobest, pursuant to the terms hereof, any right, license or permission to use all or any portion of, or otherwise encumbered any of its rights in, or to, any of the BVT Patents in relation to the Territory.
- (b) Biobest represents and warrants that it holds the right, title and interest in and to Biobest Patents, jointly, and that it has an exclusive worldwide license with the right to grant sublicenses. Biobest further represents and warrants that neither it nor any co-owner of the Biobest Patents is a party to or bound by any contract or other obligation that limits or impairs the ability to grant the Biobest License over any of the Biobest Patents on the terms set out herein and that it has not granted to any Person, other than BVT pursuant to the terms hereof, any right, license or permission to use all or any portion of, or otherwise encumbered any of its rights in, or to, any of the Biobest Patents in relation to the Territory.

5.3 Disclaimer

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NO PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF SUBJECT PATENTS.

ARTICLE 6 CONFIDENTIALITY

6.1 Protection of Confidential Information

- (a) The existence of this Agreement and its terms and conditions, as well as any technical and business information or trade secrets exchanged in connection therewith shall be considered confidential information which the Parties shall not use or disclose other than as specifically contemplated under, and in accordance with, this Agreement

(except for information which is or comes in the public domain other than through the fault of the receiving Party, which was in the prior possession of the receiving party, which is developed independently of the information exchanged in this Agreement or which is received from a third Party without restrictions on use or disclosure).

- (b) Any public disclosure in connection with this Agreement must be mutually agreed to in writing by the Parties prior to the making of any such public disclosure.

ARTICLE 7 INDEMNITIES AND INFRINGEMENT

7.1 Indemnification by Licensee

Licensee agrees to indemnify Licensor and its directors, officers, employees and agents from and against any and all losses, liabilities, claims, demands, actions and causes of action (including all costs and legal fees in connection therewith) whatsoever that may be suffered or incurred by or threatened against any such indemnified party as a result of or arising in connection with:

- (a) Licensee's use or display of the applicable Subject Patents of the Licensor; or
- (b) Licensee's conduct of its business generally.

7.2 Infringement Indemnification

The Licenses granted under this Agreement are granted on an "as-is, where-is" basis with respect to the use or utilization of, or the exercise of any rights granted under, a Licensor's Subject Patent by a Licensee or its Affiliates. There are no guaranties, assurances or indemnities of any kind whatsoever granted by a Licensor with respect to the use or utilization of, or the exercise of any rights granted under, the Licensor's Subject Patent by a Licensee or its Affiliates.

7.3 Infringement

In the event that Licensor or Licensee becomes aware of an actual or threatened infringement or violation of any of the Subject Patents in the Territory, that Party shall promptly notify the other Party in writing. Licensor will, in its sole and absolute discretion, determine whether it will defend its Subject Patents by prosecuting said infringement or violation. Where the Licensor determines that it will defend the Subject Patent, such defence shall be at the Licensor's sole cost and expense and for the Licensor's sole benefit. In the event the Licensor determines that it will not defend its Subject Patent, it shall inform the Licensee thereof and the Licensee may on its own initiative and at the Licensee's sole cost and expense and for the Licensee's sole benefit, initiate and prosecute in Licensee's name all legal proceedings relating to the Licensor's Subject Patents. If requested in writing by the Licensee, the Licensor shall provide reasonable cooperation, at the Licensee's sole cost and expense, in any such proceedings initiated by the Licensee, including in any infringement or passing off litigation involving any of the Licensor's Subject Patents.

7.4 Expenses

Licensor shall recover directly from the Licensee, and the Licensee shall reimburse the Licensor, within thirty (30) days of receipt of invoices or accounts therefor, the Licensor's reasonable actual out-of-pocket expenses associated with the Licensor's cooperation, in any way, with any legal proceedings initiated by the Licensee as referred to in Section 7.3.

7.5 Consultation

Licensor and Licensee shall keep each other informed of the status of their respective activities regarding any actual, pending or threatened litigation or settlement thereof concerning the Subject Patents. In connection with the foregoing, each shall provide the other with copies of all correspondence, court documents, settlement agreements and all other relevant documents and agreements respecting the same. A Licensor may settle any infringement of its Subject Patents without the prior written consent of the Licensee.

ARTICLE 8 TERMINATION OF THIS AGREEMENT

8.1 Termination for Default

Failure by any Party to comply with any term or condition of this Agreement shall constitute default. The non-defaulting Party shall be entitled to give written notice to the defaulting Party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting Party has not cured the default within ninety (90) days after receipt of the notice, the non-defaulting Party may terminate this Agreement by giving written notice to take effect upon receipt. If the default, by its nature, cannot be effectively cured, the non-defaulting Party may terminate this Agreement immediately upon written notice to the defaulting Party. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.

8.2 Termination for Adverse Status

If either Party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt, the other Party may, at its sole discretion, terminate this Agreement upon thirty (30) days prior written notice. For clarity, a proposal made under Part III of the *Bankruptcy and Insolvency Act* by one Party shall not trigger the right of the other party to terminate for adverse status. The Licenses granted pursuant to this Agreement shall remain in effect during the period of time associated with such proposal, including from the time that a Notice of Intention to Make a Proposal is prepared and filed, until such proposal is rejected, refused, or defaulted upon. As such time that a proposal made under Part III of the *Bankruptcy and Insolvency Act* is rejected, refused or defaulted upon, the other Party may terminate this Agreement on thirty (30) days prior written notice.

8.3 Effect of Termination

Upon termination of this Agreement, Licensee shall immediately cease all use of the Licensor's Subject Patents and any Intellectual Property and shall immediately cease all manufacturing, using, marketing, distributing, and selling Biobest Strategies, BVT Branded and BVT Co-branded Strategies of the Licensor as applicable. No termination of this Agreement shall release Licensee from any obligation to pay the Licensor any Royalty amount that has accrued or become payable at or prior to the date of termination. Within ten (10) days after the effective date of any termination, Licensee shall return or destroy all materials or media containing any Intellectual Property, including any information, records, and materials developed on the basis of any Intellectual Property. Licensee shall promptly certify in writing to the Licensor and to Licensee that Licensee has complied with the foregoing obligation and has discontinued all use of the Intellectual Property.

Upon termination of this Agreement, the rights and obligations of the Parties shall terminate, save for those rights and obligations, that by their nature or pursuant to the provisions of this Agreement, are contemplated to continue after a termination hereof, including with payment of any Royalty amounts then due. For greater certainty, upon termination of this Agreement, the Licenses shall be revoked.

ARTICLE 9 RELIEF AND REMEDIES

9.1 Injunctive Relief

Licensee acknowledges that a breach of its obligations under this Agreement may cause irreparable harm to the Licensor for which monetary damages would be inadequate. The Licensor will be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or in equity.

9.2 Survival

The obligations under this Article shall survive termination of this Agreement.

ARTICLE 10 MISCELLANEOUS

10.1 Independent Parties

This Agreement does not create any relationship of agency, partnership, or employment between the Parties. The Licensor and Licensee enter this Agreement as independent Parties. No Party shall have the authority to assume, create, or enlarge any obligation or commitment on behalf of any other Party without the prior written consent of that other Party. In addition, no Party shall use any other Party's name in any way that implies that the Party is an agent, partner, or employee of such other Party or has the authority to bind such other Party to any agreement.

10.2 Force Majeure

No Party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.

10.3 Waiver

The failure of a Party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

10.4 Notices

Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by telefax, email, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in below, or to such other address as shall be advised by any Party to the others in writing. Notices shall be effective as of the date of receipt.

To BVT at: #7-4160 Sladeview Crescent

 Mississauga, Ontario, Canada L5L 0A1

 Attention: Ashish Malik

To Biobest at: Ilse Velden 18, B2260 Westerlo, Belgium

 Attention: Jean-Marc Vandoorne

10.5 Dispute Resolution

- (a) Any claim or controversy arising out of or relating to this Agreement, including any anticipatory breach or disagreement as to interpretation of this Agreement, that is not resolved by the Parties themselves or through mediation, shall be settled by binding arbitration according to the *International Chamber of Commerce Rules of Arbitration* in Chicago, Illinois, USA by a single arbitrator and the proceeding conducted in the English language.
- (b) The decision of the arbitrator shall be binding and final on the Parties. No appeal of any arbitral decision will lie to any court or tribunal. The arbitral decision will be enforceable in Ontario, pursuant to *International Commercial Arbitration Act, 2017*.

10.6 Choice of Law

This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable therein.

10.7 Provisions Severable

- (a) The provisions of this Agreement are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions shall not as a result be invalidated.
- (b) If any provision of this Agreement is held to be invalid, then the Parties agree to pursue good-faith negotiations to replace such a provision by another which is valid and as close as possible to the original provision to which the Parties had agreed.

10.8 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties relating to the object and scope of this Agreement and replaces and supersedes any prior agreement between the Parties whether written or oral, including, without limitation, the Memorandum of Understanding between the Parties, dated November 20, 2017. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the Parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the Parties.

10.9 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of such document by such Party.

[The rest of this page is intentionally left blank. Signature Page Follows.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date as indicated below.

BEE VECTORING TECHNOLOGY INC.

Per: 

Name: ~~ASHTON IVANK~~

Title: President

I have authority to bind the Corporation

Date: October 27th, 2018

BIOBEST GROUP NV, NV

Per: 

Name: ~~J.M. vandoorne BVBA~~

Represented by Jean-Marc Vandoorne-Feys

Title: Chief Executive Officer

I have authority to bind the Corporation

Date: October 26, 2018

SCHEDULE "A"

BVT EXCLUSIONS

EP2693871 B1 Claim 10:

10. The tray of claim 8, further comprising a plurality of posts extending upwardly from the base.

8. A replaceable tray (122) insertable into an exit path (117) of a bee hive (100) for dusting bees with a plant treatment formulation, the replaceable tray (122) comprising:

a) a base (124), and at least one sidewall (126) extending upwardly from the base (124) and surrounding a periphery of the base (124), the at least one sidewall (126) defining an upper rim (132); comprising the following features:

b) a layer of the plant treatment formulation on the base (124), wherein the layer has an initial depth of between about 2 mm and about 4 mm; and

c) a removable top sealed to the upper rim (132).

AW
D

SCHEDULE "B"

BIOBEST EXCLUSIONS

EP2434871 B1 Claims 1-15

1. A hive disseminator device comprising a chamber (2); said chamber having apertures (4,5) at opposite side members of said chamber and means (8) to immobilize a substance at the floor member of said chamber; and characterized in that the apertures at the opposite side members of said chamber include means (5) to define a unidirectional pathway for bees through said chamber.
2. The device of claim 1, including removable cover means (7) defining the top member of said chamber.
3. The device according to any one of claims 1 to 2, further comprising a second, separate chamber (1) wherein said second chamber has apertures at opposite side members (3,6) and said apertures include means (3) to define a unidirectional pathways for bees through said second chamber.
4. The device of claim 1 or 3, wherein the means to define a unidirectional pathway through said chamber consist of one or more downward directed exits (5 or 3) at one end of said chamber and one or more entrances (4 or 6) at the opposite end of said chamber.
5. The device according to claim 4, wherein the downward directed exits consist of outwardly directed and diagonally cut conical tubes (5 or 3); in particular transparent conical tubes at said chamber (2) having means to immobilize a substance and opaque conical tubes (3) at said chamber (1).
6. The device according to claim 4 wherein the one or more entrances (4 or 6) can be closed and include means to communicate with a hive entrance or exit.
7. The device according to claim 1, wherein the means (8) to immobilize a substance at the floor member of said chamber are selected from a plurality of edges, a mesh, or ribbed paper.
8. The device according to any one of claims 3 to 6, wherein the unidirectional pathway through said second chamber is opposite to the unidirectional pathway through the other chamber.
9. The device according to any one of claims 1 to 8, wherein the chamber having the means to immobilize a substance defines an exit pathway for bees leaving the hive and comprises at its entrance (4) means that allow bees to crawl from the hive up and defines a pathway for bees entering the hive.
10. The device according to claim 9,
 - (A) wherein the chamber (2) having the means (8) to immobilize a substance has a rectangular base; one, two or more downward directed exits consisting of outwardly directed and diagonally cut transparent conical tubes (5); a tetragonal entrance (4) and is further characterized in having an edge proximal to the entrance, to retain the means to immobilize a substance at the floor member of said chamber, and
 - (B) wherein the second chamber (1) has a rectangular base; a downward directed exit consisting of an outwardly directed and diagonally cut opaque conical tube (3); and an entrance (6) including means that communicate with the hive entrance.
11. The device according to claim 9,
 - (A) wherein the chamber having the means to immobilize a substance, has a trapezoid base and is further characterized in that the aperture (5) at the short side wall of said trapezoid base include means (4) to communicate with a hive exit, and in that the long side wall of said trapezoid base has one, two or more downward directed exits consisting of outwardly directed and diagonally cut transparent conical tubes (5), and
 - (B) wherein the second chamber (1) has a trapezoid base; a downward directed exit consisting of an outwardly directed opaque conical tube (3); and an entrance (6) including means that communicate with the hive entrance.
12. The device according to any one of claims 3 to 11, wherein the chamber having the means to immobilize a substance; and the second chamber taken together, define a single housing.
13. The device according to claim 12, wherein the exit (5) of the chamber having the means to immobilize a substance is superimposed on the entrance (6) of the second chamber.
14. The device according to claim 13, wherein the exit (5) and the entrance (6) are framed with a visual mark (10).
15. A hive comprising a disseminator device as defined in any one of claims 1 to 14.



SCHEDULE "C"

BVT BRANDS

- (1) BVT TECHNOLOGIES INC.
- (2) BEE VECTORING TECHNOLOGIES INC.
- (3) BVT
- (4) VECTORITE
- (5) VECTORPAK



SCHEDULE "D"

REPORT TEMPLATE

D1—BVT REPORT TO BIOBEST

D2—BIOBEST REPORT TO BVT



SCHEDULE D1: BVT REPORT TO BIOBEST

Notice of Activity: Bumblebee Hives sold, used, and manufactured by BVT or Affiliates

Report for Year ended Dec 31, 20____

Territory	BVT Strategy	Biobest Territory		Reciprocal Territory	
		SALES or USE: Quantity of Hives sold or used in this country (while a "Biobest Terr.")	MANUFACTURE: Quantity of Hives manufactured in this country (while a Biobest Terr.) but sold or used royalty-free	SALES or USE: Quantity of Hives sold or used in this country (while a "Reciprocal Terr.")	MANUFACTURE: Quantity of Hives manufactured in this country (while a Recip. Terr.) but sold or used royalty-free
Country 1	BVT				
	Branded				
Country 2	BVT Co-Branded				
	Branded				
Country 3	BVT Co-Branded				
	Branded				
	BVT Co-Branded				
	Branded				

Royalty due: from BVT to Biobest

	Hives	Royalty / hive	Total royalty
BVT Branded in Reciprocal territory		\$ 1.50	
BVT Branded in Biobest territory		\$ 3.00	
BVT Co-Branded in Reciprocal territory		\$ 3.00	
BVT Co-Branded in Biobest territory		\$ 6.00	

Total Royalty Due: _____

SCHEDULE D2: BIOBEST REPORT TO BVT

Notice of Activity: Bumblebee Hive Trays sold, used, and manufactured by Biobest or Affiliates

Report for Year ended Dec 31, 20__

Territory	BVT Territory		Reciprocal Territory	
	SALES or USE: Quantity of Trays sold or used in this country (while a "BVT Terr.")	MANUFACTURE: Quantity of Trays manufactured in this country (while a BVT Terr.) but sold or used royalty-free	SALES or USE: Quantity of Trays sold or used in this country (while a "Recip. Terr.")	MANUFACTURE: Quantity of Trays manufactured in this country (while a Recip. Terr.) but sold or used royalty-free
Country 1				
Country 2				
Country 3				

Royalty due: from Biobest to BVT

	Royalty / tray	Total royalty
Biobest Strategy in Reciprocal territory	\$ 0.15	
Biobest Strategy in BVT territory,	\$ 0.30	

Total Royalty Due: _____