

LICENSE AGREEMENT

THIS AGREEMENT made as of the 15 day of September 2017. ("Effective Date")

BETWEEN:

SKINVISIBLE PHARMACEUTICALS, INC., a company incorporated under the laws of the State of Nevada having its principal place of business located at - 6320 South Sandhill Road, Suite #10, Las Vegas, Nevada, USA 89120 ("SKINVISIBLE");

AND:

CANOPY GROWTH CORPORATION, a company with offices at 1 Hershey Drive, Smith Falls, Ontario Canada K7A 0A8 ("CANOPY").

WHEREAS:

- A. SKINVISIBLE is in the business of developing polymer-based delivery systems, formulations and related technologies and licensing its technologies and product formulations and selling its polymer delivery systems to established brand manufacturers and providers of prescription and over-the-counter cosmetic and skin-care products.
- A. CANOPY is in the business of growing cannabis, manufacturing finished products with cannabis, and the marketing and distribution of finished products.
- B. SKINVISIBLE and CANOPY have agreed to enter into this Agreement, whereby CANOPY, within the Territory specified, will have the right to manufacture, distribute, market, sell and promote the Product specified below under the definition "Product" ("Purpose").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein set forth and other good and valuable consideration, SKINVISIBLE and CANOPY (the "Party" or jointly the "Parties") agree as follows:

1. DEFINITIONS

In this Agreement, the following terms have the following meanings:

- 1.1 "**Affiliate**" shall mean any individual or entity directly or indirectly controlling, controlled by or under common control with a Party to this Agreement. For purposes of this Agreement, the direct or indirect ownership of over fifty-percent (50%) of the voting rights of an entity shall be deemed to constitute control.
- 1.2 "**Confidential Information**" means any and all technical or business information, data, designs, concepts, ideas, Product, processes, methods, techniques, specifications, formulas, compositions, samples, know-how, trade secrets, and improvements of a confidential or proprietary nature, whether in tangible form or not, which relate to the Product, or the development, manufacture, end-use, or commercialization thereof, and were disclosed by one Party to the other Party under this Agreement. In addition, Confidential Information includes the terms of this Agreement and its existence. As used herein, "Confidential Information" shall not include information a Party can demonstrate through its records:

- (a) is, at the time of disclosure, available to the general public or;

- (b) becomes at a later date available to the general public through no fault of the receiving Party, and then only after said later date or;
 - (c) was already in the possession of the receiving Party without restriction prior to the date of disclosure or;
 - (d) is disclosed to the Party without secrecy obligations by a third Party who had a lawful right to disclose it; or
 - (e) is independently developed by personnel of the receiving Party who had no direct or indirect access to the Confidential Information of the disclosing Party.
- 1.3 **“Formulation”** shall mean the specific raw ingredients, composition, and process for preparing the Product.
- 1.4 **“Launch”** shall mean the first wholesale sale of a Product within the Territory or the first retail sale if the seller is CANOPY.
- 1.5 **“Net Revenue”** shall mean annual sales volume net of all returns, discounts and sales taxes.
- 1.6 **“Patents”** shall mean all those patents whose claims cover the Product including and without limitation, U.S. Patent No. 6,756,059 issued June 29th, 2004 for “Methods of Manufacturing and Using” as part of original Patent Appl. No. 09/933,275 filed August 20, 2001 "Topical Composition, Topical Composition Precursor, Methods for Manufacturing and Using the Same"; and all divisions, continuations, continuation-in-parts, reissues, reexamination applications, extensions, and patents issuing there from, including international patents, which are owned or controlled by SKINVISIBLE pertaining to the Product, Confidential Information, and Improvement Inventions.
- 1.7 **“Polymer”** means SKINVISIBLE’s proprietary and patented Invisicare® delivery system technology which is protected by the Patents or Patents pending.
- 1.8 **“Product(s)”** means two (2) product lines of human use, non-prescription topical product(s) formulated with SKINVISIBLE’S Polymer and: (1) hemp seed oil/extract (“Hemp Seed Oil Product Line”) or (2) plant-derived, cannabinoid oil (including but not limited to CBD or THC) (“Cannabinoid Product Line”).
- 1.9 **“Product Specifications”** shall mean the specifications for the formula for the Product.
- 1.10 **“R&D”** shall mean SKINVISIBLE’s research and development of the Products.
- 1.11 **“Territory”** shall mean the countries defined in 2.1 by Product Line.

2. **APPOINTMENT, TERRITORY AND PRODUCT**

- 2.1 Subject to the terms hereof, SKINVISIBLE hereby appoints CANOPY and grants to CANOPY the exclusive right to, manufacture, distribute, sell, market and promote the Products within the countries defined below (“Territory”), including the right to use the subject matter of the Patents which cover the Products. In the event of a change of control of either Party the Agreement will survive the change unless the Parties mutually agree to terminate the Agreement. Territory is defined as: each product line will have exclusive rights in the following countries, with First Right of Refusal terms and conditions defined in Section 2.2:

- (1) **Hemp Seed Oil Product Line:**
Exclusive: Canada and United States

First Right of Refusal for exclusivity in all other countries excluding China

(2) Cannabinoid Product Line:

Exclusive: Canada

First Right of Refusal for exclusivity in all other countries excluding China and the United States. CANOPY will also have the right to license the Cannabinoid Product Line for the United States, to be sold outside of licensed dispensaries on a non-exclusive basis.

SKINVISIBLE, its affiliates and/or assigns, retains the right to launch its own Cannabinoid Product Line in the United States ("USA Line").

[REDACTED]

<confidential business information>

- 2.2 CANOPY shall have the exclusive rights and right of first refusal for the Territory under the terms and conditions specified in this Agreement and further defined below ("First Right of Refusal"):

[REDACTED]

(d)

<confidential business information>

- 2.3 CANOPY shall be restricted from integrating the Polymer or the Products into the manufacture and production of a separate finished formulation to be distributed, sold, marketed and promoted by or on behalf of CANOPY or its permitted agents, associates, or affiliates.

- 2.4 SKINVISIBLE agrees, at CANOPY's request and expense, to place the information and all relevant documentation and instructions necessary to manufacture the Polymer and Products as defined in the License Agreement only (the "Escrow Materials") with an agreed upon escrow agent in the event that SKINVISIBLE becomes insolvent or bankrupt or is the subject of involuntary bankruptcy, insolvency, or reorganization proceedings. The Escrow Materials will be released to CANOPY after CANOPY makes written request to the escrow agent asserting that SKINVISIBLE has failed to provide Polymer due to SKINVISIBLE's insolvency and there is no third-party to which the Polymer is assigned to. CANOPY agrees that the Escrow Materials will be used only in accordance with the terms of the License Agreement and only if CANOPY continues to be in compliance with the terms of the License Agreement.

3. **LICENSEE NOT MADE AGENT OR LEGAL REPRESENTATIVE**

This Agreement does not render CANOPY an agent or legal representative of SKINVISIBLE for any purpose whatsoever. CANOPY is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of SKINVISIBLE or to bind SKINVISIBLE in any manner or thing whatsoever.

4. **FEES , PAYMENT AND MINIMUM PERFORMANCE**

4.1 [REDACTED] CANOPY agrees to pay SKINVISIBLE an up-front, non-refundable Development Fee [REDACTED] for the development of [REDACTED] Products for either the Hemp Seed Oil Product Line and/or Cannabinoid Product Line (“First [REDACTED] Products”). For Products requiring a Drug Identification Number (DIN), CANOPY will be responsible for any costs associated with a DIN application preparation and filing and DIN testing (if required) and on-going maintenance fees. The DIN will be filed by SKINVISIBLE and once approved will then be assigned to CANOPY. [REDACTED]

[REDACTED] Any additional Products beyond the initial [REDACTED] to a maximum of [REDACTED] from the attached Formulation List (Schedule A) or other agreed to formulations, will be developed for an additional Development Fee of [REDACTED] <confidential business information>

4.2 Countries where CANOPY has First Right of Refusal will have a License Fee to be mutually agreed by the Parties.

4.3 CANOPY agrees to Launch the Hemp Seed Product Line within [REDACTED] of development completion and sell a minimum of [REDACTED] Products within each country it licenses. CANOPY agrees to Launch a minimum of [REDACTED] Products from the Cannabinoid Product Line with no THC within [REDACTED] of Canadian regulatory approval for topical products and to Launch a minimum of [REDACTED] Products with THC within [REDACTED] of Canadian regulatory approval for adult use topical products. CANOPY agrees, at their expense, to obtain all approvals necessary for the manufacturing and sale and any regulatory approvals and testing of the Product(s). SKINVISIBLE makes no guaranty that the Product can or will receive regulatory approval in any jurisdictions of the Territory. <confidential business information>

4.4 CANOPY agrees to pay SKINVISIBLE a Royalty of [REDACTED] of Net Revenue of Product sold by CANOPY and its affiliates, which is due no later than thirty (30) days after the end of each calendar quarter (“Royalty”). CANOPY agrees to pay a minimum guaranteed Royalty per year (“Quarterly Minimums”). [REDACTED]

[REDACTED] Should CANOPY cease selling a Product line in a country (i.e. Hemp-Seed Product Line), CANOPY will inform SKINVISIBLE in writing that it is relinquishing the rights to the Product Line and the Quarterly Minimums will be adjusted to exclude the Product Line in its calculations and SKINVISIBLE then has the right to Launch or license that Product Line to a third party. <confidential pricing information>

4.5 SKINVISIBLE shall be entitled to audit the accuracy of the Royalty payments made by CANOPY once per calendar year. SKINVISIBLE shall incur the expense of the audit only if

it is determined that SKINVISIBLE received ninety percent (90%) or more of the amounts owed for the period audited and in all other circumstances CANOPY shall incur the expense of the audit but only in an amount that is not to exceed the amount of said excess. The existence of an audit for any quarterly payment does not suspend or relieve CANOPY from their obligation to pay the Royalty or to make a Quarterly Minimum payment within thirty (30) days after the end of each quarter.

- 4.6 Payments made under this Section 4 are separate and in addition to payments to be made under Section 5 for the Polymer.
- 4.7 All payments by CANOPY to SKINVISIBLE to be made hereunder shall be in United States dollars and payable by wire transfer or electronic funds transfer. Wiring instructions are available in Schedule C.
- 4.8 CANOPY agrees to provide samples of the Products to SKINVISIBLE at cost if requested.
- 4.9 CANOPY will alert SKINVISIBLE before the first Launch of any Products. After the first Launch of a Product, CANOPY shall annually provide projections by Product and country for the coming year additionally, for each quarter of each year, in conjunction with the payment of the Royalty Fee, deliver to SKINVISIBLE a true and accurate report of the business conducted by CANOPY during the preceding three (3) month period under this Agreement including at least the following ("Quarterly Report"):
 - (a) Amount of Product(s) manufactured and sold by CANOPY;
 - (b) Total billings for Product(s) sold by CANOPY;
 - (c) The exchange rate used (if applicable);
 - (d) Total Royalty Fee due.

5. TERMS AND CONDITIONS OF POLYMER ORDERS

The Polymer shall be sold to the CANOPY by SKINVISIBLE according to the terms and conditions and at the pre-determined prices defined in Schedule B: "Terms and Conditions of Polymer Orders".

6. OBLIGATIONS OF PARTIES

- 6.1 SKINVISIBLE shall at all times during the Term of the Agreement:
 - (a) Provide research and development ("R&D") for the Products as demand requires however both Parties acknowledge that the amount of time allocated to R&D is at the discretion of SKINVISIBLE;
 - (b) Permit CANOPY to use SKINVISIBLE's Invisicare®, and Skinvisible® trademarks (collectively "Trademarks") for the sole purpose of advertising, marketing and distributing the Product within the Territory, and strictly in accordance with the terms and conditions of the Trademark License Agreement of Schedule D, and trademark specifications outlined in Section 7.1.
- 6.2 CANOPY shall at all times during the Term of the Agreement:
 - (a) Provide its own finances required for the Purpose of this Agreement;
 - (b) Provide any hemp seed oil or cannabinoids required for R&D in order for SKINVISIBLE to fulfill its obligations regarding R&D;
 - (c) Use its best efforts to obtain sales for the Product(s).
- 6.3 SKINVISIBLE hereby grants CANOPY a royalty-free, non-exclusive, non-transferable license to use SKINVISIBLE's Confidential Information, Improvement Inventions, and

Patents that are directly relevant to the advertising, marketing, distribution, and sale of the Product within the Territory under this Agreement, and the manufacture by CANOPY of the Product, where applicable under Section 7. This license is limited in scope, and shall not authorize CANOPY to use SKINVISIBLE's Confidential Information, Improvement Inventions, or Patents outside of this Agreement without SKINVISIBLE's prior, written consent.

7. **RIGHT TO MANUFACTURE**

- 7.1 CANOPY shall have the right to manufacture the Products covered by this Agreement, provided that: (a) CANOPY makes the Products strictly in accordance with the Formula, and that it achieves the Product Specifications received from SKINVISIBLE; (b) CANOPY sources the Polymer ingredient for the Products from SKINVISIBLE; (c) CANOPY applies SKINVISIBLE's Invisicare® Trademark in a prominent fashion to all packaging, labels, tags, advertising, and promotional materials, including electronic mediums, associated with the Products and appropriately indicates on afore mentioned promotional materials that the trademarks are under license from SKINVISIBLE; and (d) CANOPY pays SKINVISIBLE the development fees and any other fees due pursuant to Section 4.
- 7.2 CANOPY shall mark all Product and Product packaging with the SKINVISIBLE's appropriate patent number reference(s) in compliance with the requirements of U.S. law, 35 U.S.C. § 287 or equivalent applicable law in the Territory.
- 7.3 SKINVISIBLE shall disclose to CANOPY as soon as reasonably practicable the Formula, Product Specifications, and manufacturing know-how in sufficient detail (using reasonable commercial efforts) to enable CANOPY to make the Product. This information shall be treated as SKINVISIBLE's Confidential Information pursuant to Section 9. Notwithstanding the foregoing, SKINVISIBLE shall not be required to disclose any specific information to CANOPY in the event that any agreement with a third Party would preclude SKINVISIBLE from doing so.
- 7.4 CANOPY shall bear all costs associated with the: (a) disclosure of the Formula, Product Specifications, manufacturing know-how; (b) adapting such information or technology for its use by CANOPY; (c) any necessary training; (d) any documentation done for CANOPY's internal purposes; and (e) any registration, clinical safety or efficacy studies required by the regulatory authorities in the Territory for Product registration and commercialization. If any studies are required or conducted by CANOPY, CANOPY will provide to SKINVISIBLE with a copy of the protocol and the final report and SKINVISIBLE will be allowed to use or refer to these studies in support of product sales outside the Territory.
- 7.5 CANOPY shall permit duly authorized representatives of SKINVISIBLE, at reasonable times, upon reasonable notice, and in the company of CANOPY's employees, to enter any facility where the Product is being manufactured for the purpose of: (a) inspecting those portions of the facility used in the manufacture, handling, or storage of the Product; (b) ensuring that the provisions of this Agreement are being complied with by CANOPY. Such representatives shall comply with all of CANOPY's plant safety and other rules and regulations while at the facility.

8. **IMPROVEMENT INVENTIONS**

- 8.1 CANOPY shall have no right to make any modifications or improvements to the Product without SKINVISIBLE's prior, written permission. Modifications or improvements to the Product will not be unreasonably withheld. In the event that CANOPY does conceive,

develop, or reduce to practice any invention or other information arising from or based upon the use of SKINVISIBLE's Confidential Information or Product (hereinafter "Improvement Invention"), then SKINVISIBLE shall be the sole owner of such Improvement Invention, which shall be subject to the exclusive License grant of Section 2. Should CANOPY desire modification or improvement to be made to the Product, it shall then contract with SKINVISIBLE under a separate agreement to develop such modifications or improvements.

- 8.2 Only SKINVISIBLE shall have the right, in its sole discretion, to patent the Product(s) and Improvement Inventions.

9. CONFIDENTIALITY

- 9.1 Each Party recognizes the importance to the other Party that of that other Party's Confidential Information, and such information is critical to the business of the disclosing Party. Each Party recognizes that neither Party would enter into this Agreement without assurance that its Confidential Information and the value thereof will be protected as provided in this Section 9 and elsewhere in this Agreement. Accordingly, and without limitation, SKINVISIBLE acknowledges and agrees that it shall not be entitled to disclose the existence of this Agreement without CANOPY's prior written consent.
- 9.2 All Confidential Information shall remain the property of the disclosing Party. The receiving Party shall hold in strict confidence the disclosing Party's Confidential Information and with no less than the same degree of care that it holds its own confidential and proprietary information and it will take all reasonable precautions to protect such Confidential Information. The receiving Party shall make the Confidential Information received under this Agreement available only to those of its employees who have a need to know the same in connection with their work assignments to further the objections contemplated under this Agreement. No disclosures to third parties shall be made by the receiving Party of such Confidential Information without the prior written approval of the disclosing Party. The receiving Party will use the disclosing Party's Confidential Information only for the purposes and under the circumstances provided in this Agreement.
- 9.3 Upon any termination of this Agreement, or earlier at a Party's request, each Party will return the other Party's Confidential Information and all documents or media containing any such Confidential Information to the other Party, except that the receiving Party has the right to keep one copy of such information for legal purposes (which shall remain subject to the confidentiality provisions set forth herein), including, but not limited to, copies of all documentation required by any regulatory body within the Territory.
- 9.4 Each Party acknowledges and agrees that the other Party shall be entitled to appropriate equitable relief in addition to whatever remedies it may have at law in the event of a breach by the other Party of its covenants contained in this Section 9. The foregoing provision is in addition to, and not in limitation of, any and all remedies at law, in equity or otherwise, that the non-breaching Party may have upon the other Party's breach of this Agreement.
- 9.5 Except as otherwise provided in this Agreement, either Party shall immediately notify the other Party of any private or governmental request for Confidential Information or any other information or documents relating to the Product or this Agreement. Each Party shall have the right to participate in the other Party's response to any such request. If a Party receives any legal instrument requiring the production of data, work papers, reports, or other materials relating to this Agreement, that Party shall: (a) give the other Party, if possible, the opportunity to participate in quashing, modifying or otherwise responding to

any compulsory process in an appropriate and timely manner; and (b) cooperate fully with the other Party's efforts to narrow the scope of any such compulsory process, to obtain a protective order limiting the use or disclosure of the information sought, or in any other lawful way to obtain continued protection of the Confidential Information.

- 9.6 If either Party becomes aware of the loss, theft or misappropriation of Confidential Information which is in its possession or control, it shall notify the other Party in writing within seven (7) days of its discovery of such loss, theft or misappropriation.
- 9.7 The rights and duties of this Section 9 shall survive the termination of this Agreement, whether upon expiration or termination by either Party.

10. TERM AND TERMINATION

- 10.1 This Agreement shall continue in full force and effect unless otherwise terminated as provided in Section 10.2 below, or by mutual written consent of the Parties hereto.
- 10.2 Either Party may terminate this Agreement at any time as follows:
- (a) By either Party, effective immediately, in the event that the other Party should fail to materially perform any of its material obligations under this Agreement and should fail to remedy such failure within thirty (30) calendar days after receiving written demand to remedy such failure.
 - (b) By either Party, upon thirty (30) days' written notice if a force majeure event described in Section 14.1 shall have occurred and continue for sixty (60) days.
- 10.3 SKINVISIBLE may terminate this Agreement at any time if CANOPY should become the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings or make an assignment or other arrangement for the benefit of its creditors, or if such other Party should be nationalized or have any of its material assets expropriated.
- 10.4 SKINVISIBLE shall have the right to cancel the license and license the Products to any third party in the event CANOPY:
- (a) does not Launch the Product in the Territory as detailed in Section 4.3 and such failure is not attributable to the factors defined in Section 14.1 and;
 - (b) does not meet the Quarterly Minimums Royalty payments as detailed in Section 4.4.
- 10.5 Notwithstanding the provisions of Section 12 hereof, SKINVISIBLE shall not, by reason only of the expiration or termination of this Agreement in accordance with the terms of this Agreement, be liable in any manner whatsoever to CANOPY for any damage of any kind whether direct, indirect or consequential, or for any profits on anticipated sales, or for any expenditures or investments.
- 10.6 This Agreement may also be terminated by mutual agreement of the Parties.

11. EFFECT OF TERMINATION

- 11.1 The rights, duties and obligations of the Parties upon and following the expiration or termination of this Agreement however occurring shall be governed by the following provisions:
- (a) The termination of this Agreement shall not release or affect, and this Agreement shall remain fully operative as to, any obligations or liabilities incurred by either Party prior to the effective date of such termination;
 - (b) SKINVISIBLE, subject to its production capabilities, shall fill all orders submitted by CANOPY during the term of this Agreement regardless of whether any of the Polymer in

such orders are to be delivered after the expiration or termination of this Agreement. During such period of time that SKINVISIBLE is filling such orders, all terms of this Agreement shall apply between the Parties with respect to such production; and;

- (c) Notwithstanding the provisions of Section 12 hereof, SKINVISIBLE shall not, by reason only of the expiration or termination of this Agreement in accordance with the terms of this Agreement, be liable in any manner whatsoever to CANOPY for any damage of any kind whether direct, indirect or consequential, or for any profits on anticipated sales, or for any expenditures or investments; and
- (d) Upon the effective date of termination of this Agreement, the Parties hereto acknowledge that the provisions set forth in Section 2 herein will no longer be in effect and that any limitations on the Parties pertaining to sales and marketing and potential customers are dissolved and the Parties are free to contract with any third Party for future business; and;
- (e) Termination or expiration of this Agreement for any reason shall not relieve the Parties of their obligations under Sections 8, 9, 11, 13, and 14 of this Agreement
- (f) Upon Termination of this Agreement CANOPY shall have a period of [REDACTED] to sell off any unsold inventory of the Product in the Territory. <confidential business information>

12. WARRANTY AND REPRESENTATIONS

As an essential term of this Agreement, each Party hereby warrants and represents to the other Party that it is entitled to disclose to and license the other Party to use its Confidential Information, Improvement Inventions, and Patents under the terms of this Agreement without violating the trade secret or contractual rights of any third Party.

12.1 SKINVISIBLE represents and warrants:

- (a) It is the sole and exclusive owner of all right, title and interest in the Product and Trade Marks in the Territory, free and clear of any claim, security interest, pledge, option, charge, or encumbrance;
- (b) That it has the sole right to grant the licenses contained within this Agreement and that it has not granted any other license of the Product in the Territory to any third party;
- (c) That as of the date of this Agreement, it is not engaged in any litigation or conflict of any nature whatsoever involving the Product and no claim has been made or threatened in respect of the Product;
- (d) That the licenses granted herein do not conflict with the SKINVISIBLE's agreement with any third party and, to the best of its knowledge and belief, do not infringe on the rights of any third party.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SKINVISIBLE, ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INVENTORS/ASSIGNORS AND AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF PATENT RIGHTS, CLAIMS, ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY SKINVISIBLE THAT THE PRACTICE BY CANOPY OF THE LICENSE GRANTED HEREUNDER SHALL NOT INFRINGE THE PATENT RIGHTS OF ANY THIRD PARTY. IN NO EVENT SHALL SKINVISIBLE, ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INVENTORS/ASSIGNORS AND AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER SKINVISIBLE SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

13. **INDEMNIFICATION**

- 13.1 Each Party shall indemnify, defend and hold harmless the other Party from any and all claims, costs, liabilities, or damages (including reasonable attorney's fees) arising from its:
- (a) uncured material breach of this Agreement;
 - (b) breach of any Warranty or Representation provided pursuant to Section 12;
 - (c) grossly negligent, or willful acts or omissions. Each Party shall be responsible for any and all damages that it is subjected to by means of its own grossly negligent or willful acts or omissions.
- 13.2 In the event a third-party lawsuit is filed against a Party (the "Indemnitee") due to the grossly negligent, or wilful actions or omissions of the other Party (the "Indemnitor"), then the Indemnitee shall promptly provide notice of such suit to the Indemnitor, and permit the Indemnitor to control its defense, including the terms under which any such suit is settled. The Indemnitee shall provide all reasonable cooperation to the Indemnitor at the Indemnitor's reasonable expense in the defense of that suit.
- 13.3 Provided CANOPY gives SKINVISIBLE prompt written notice of any claim, SKINVISIBLE will indemnify, defend and hold CANOPY harmless from any and all claims, suits, actions, proceedings, costs and expenses, including reasonable attorney fees and expenses, incurred by CANOPY arising from any claim by a third party that the Confidential Information, Improvement Inventions and Patents, Polymer or Product, of SKINVISIBLE included in this Agreement infringe on the proprietary rights of a third party. The defense and settlement of any such claim will be the sole responsibility of SKINVISIBLE.
- 13.4 In the event that CANOPY believes there is a third party infringing on a SKINVISIBLE Patent, CANOPY shall provide SKINVISIBLE with notification and reasonable evidence of such activities. CANOPY will reasonably cooperate with SKINVISIBLE in such enforcement action by, for example, providing SKINVISIBLE with reasonable access to materials and witnesses. CANOPY will have the right to consult with SKINVISIBLE and be represented by independent counsel at their own expense. SKINVISIBLE will reasonably defend its Patents and has the sole authority to settle any such enforcement action. Any monetary recovery resulting from an enforcement action or the settlement thereof shall be distributed as follows: (a) SKINVISIBLE and CANOPY shall first be reimbursed for any expenses they incurred for the enforcement action according to their respective proportion of the total expenses for SKINVISIBLE and expenses pre-authorized by SKINVISIBLE for CANOPY; and (b) in the event the recovered amount is not exhausted pursuant to (a), the remaining amount of the recovery shall be applied to compensating SKINVISIBLE initially, and then CANOPY for the damages they incurred; and (c) in the event the recovered amount is not exhausted pursuant to (a) and (b), the remaining amount will be divided as determined by SKINVISIBLE.

14. **MISCELLANEOUS PROVISIONS**

- 14.1 Neither Party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this Agreement where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such Party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes or other labor unrests, embargoes and other governmental actions or regulations which would prohibit either Party from ordering or furnishing the Polymer or Product, or from performing any other aspects of the obligations hereunder, delays in transportation, and inability to obtain necessary labor, supplies or manufacturing facilities.

- 14.2 CANOPY agrees to mark the Products sold in Canada with all applicable Canadian patent numbers. All Products shipped to or sold in other countries shall be marked in such a manner as to conform to the patent laws and practice of the country of manufacture or sale.
- 14.3 Each and every right and remedy hereunder is cumulative with each and every other right and remedy herein or in any other agreement between the Parties or under applicable law.
- 14.4 Each Party hereby acknowledges receipt of a signed copy of this Agreement.
- 14.5 Nothing contained in this Agreement shall create or shall be construed as creating a partnership, a joint venture, agency or employment relationship between the Parties. The Parties agree to perform their obligations in accordance with this Agreement at arms' length and only as independent contractors. Neither Party has the right or authority to assume nor create any obligations or responsibilities, express or implied, on behalf of the other Party, and neither Party may bind the other Party in any manner or thing whatsoever. Neither Party shall be liable, except as expressly provided otherwise in this Agreement, for any expenses, liabilities or other obligations incurred by the other.
- 14.6 SKINVISIBLE and CANOPY each represent and warrant to the other that it is duly organized, validly existing and in good standing under the laws of the State, Country or Commonwealth (as applicable) in which incorporated, and that it has full corporate power and authority to carry on the business presently being conducted by it and to enter into and to perform its obligations under this Agreement.
- 14.7 SKINVISIBLE and CANOPY each represent and warrant to the other that it has taken all action necessary to authorize the execution and delivery of this Agreement and the performance of each Party's respective obligations hereunder. Each Party's officer executing this Agreement on its behalf has the legal power, right and authority to bind the Party to the terms and conditions of this Agreement, and when he or she executes and delivers this Agreement and any instruments contemplated herein, he or she will have the power, right and authority to bind the Party thereto.
- 14.8 All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by telecopy, facsimile transmission or other electronic means of transmitting written documents with confirmation of receipt; or (c) sent to the Parties at their respective addresses indicated herein by registered or certified mail, return receipt requested and postage prepaid, or by private overnight mail courier services with confirmation of receipt. The respective addresses to be used for all such notices, demands or requests shall be as set forth on page 1 hereof or to such other person or address as either Party shall furnish to the other in writing from time to time. If personally delivered, such communication shall be deemed delivered upon actual receipt by the "attention" addressee or a person authorized to accept for such addressee; if electronically transmitted pursuant to this paragraph, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this paragraph, such communication shall be deemed delivered upon receipt by the "attention" addressee or a person authorized to accept for such address; and if sent by mail pursuant to this paragraph, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any Party to this Agreement may change its address for the purposes of this Agreement by giving notice thereof in accordance with this Section 14.8.

- 14.9 Neither Party shall issue a press release or public announcement relating to this Agreement without the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed, except that a Party may (i) once a press release or other public statement is approved in writing by both Parties, make subsequent public disclosure of the information contained in such press release or other written statement without the further approval of the other Party, and (ii) issue a press release or public announcement as required to be made by law or the regulations of any state, provincial or federal governmental agency, and (iii) use the other Party's name, URL and logo on its website, publications and for corporate and financial presentations. Without limiting the forgoing, the Parties agree that nothing herein shall constitute an endorsement of the other.
- 14.10 This Agreement may not be amended or modified otherwise than by a written agreement executed by the Parties hereto or their respective successors and legal representatives.
- 14.11 This Agreement is not intended, nor shall it be construed, to confer upon any person except the Parties hereto and its successors and permitted assigns any rights or remedies under or by reason of this Agreement, except as contemplated herein.
- 14.12 This Agreement and all matters arising under or growing out of or in connection with or in respect of this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, USA.
- 14.13 The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- 14.14 Each provision contained in this Agreement is declared to constitute a separate and distinct covenant and provision and to be severable from all other separate, distinct covenants and provisions. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable laws as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.
- 14.15 No waiver of a breach of any provision of this Agreement shall be deemed to be, or shall constitute, a waiver of a breach of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver of such breach unless otherwise expressly provided in such waiver.
- 14.16 This Agreement may not be assigned by CANOPY without the prior written consent of SKINVISIBLE which may not be unreasonably withheld. SKINVISIBLE may assign all of its rights and obligations hereunder to a SKINVISIBLE Affiliate or to any entity to which SKINVISIBLE assigns the Product or Polymer rights who shall be bound by the same standards as SKINVISIBLE. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- 14.17 All prices quoted in this Agreement are in US funds and are exclusive of all applicable sales, use or other excise taxes (including sales tax and goods and services tax). CANOPY is responsible for all taxes, duties and similar charges customary for a buyer of product and services as herein contemplated.
- 14.18 All disputes, claims or controversies arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, shall be finally settled in United States under the Rules of Commercial Arbitration of the American Arbitration Association by one or more

arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Las Vegas, Nevada.

14.19 The Parties agree to execute such documents, make such filings and take such actions as may be reasonably necessary at the request of the other Party to give full force and effect to the provisions hereof.

This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one and the same instrument. This Agreement may be delivered by personal delivery, electronic or facsimile transmission.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

SKINVISIBLE PHARMACEUTICALS, INC.

By: _____

Date: ____/____/____

Name: Terry Howlett

Title: President / CEO

And;

CANOPY GROWTH CORPORATION

By: _____

Date: ____/____/____

Name: Phil Shaer

Title: General Counsel

SCHEDULE B

TERMS AND CONDITIONS OF POLYMER ORDERS

1. The Polymer shall be sold to CANOPY by SKINVISIBLE at the pre-determined prices set forth in Schedule B hereto. CANOPY does not receive any payment or make any claim for revenue whatsoever based on any sale of Polymer. Any change in the price of the Polymer shall not affect orders by CANOPY that were accepted by SKINVISIBLE prior to such change. As business conditions warrant, SKINVISIBLE shall have the unrestricted right to change the price of the Polymer, provided that the increase is directly attributable to higher costs of raw materials, other manufacturing costs, or an increase in the Cost of Living Index, and that SKINVISIBLE provides CANOPY [REDACTED] prior written notice of any such price increase before it becomes effective. Furthermore;

1.1. CANOPY shall pay for all orders for Polymer by electronic bank transfer in favor of SKINVISIBLE.

1.2. Except as provided in Section 7.2, the purchase price for each order of Polymer as evidenced by invoice to CANOPY must be paid by CANOPY prior to shipment of the Polymer, [REDACTED]

<confidential business information>

2. CANOPY shall submit a written purchase order to SKINVISIBLE specifying the amount of Polymer required. SKINVISIBLE agrees to provide an acceptance of an order within five (5) business days after receiving a written purchase order from CANOPY. In the unforeseen event that raw materials are not available from suppliers due to shortages or unforeseen events, CANOPY will be informed in writing of any delays within five (5) business days of receipt of the purchase order.

3. All of the Polymer ordered by CANOPY shall be shipped within eight (8) weeks from the date the acceptance of an order has been delivered to CANOPY and shall carry an expiration date balance of a minimum of six months. All Polymer orders must be shipped within five (5) business days of notification that the Polymer is ready for delivery. Delivery of all Polymer sold by SKINVISIBLE to CANOPY shall be F.O.B. US, the place of Polymer manufacture. The method and route of shipment shall be at the sole discretion of CANOPY subject to SKINVISIBLE's guidelines for the method and conditions of shipment which would provide for arrival of the Polymer at CANOPY's point of delivery in substantially the same condition as such Polymer were at the point of shipment. These guidelines include conditions regarding temperature (which shall not exceed at a maximum of 45 degrees Celsius and at a minimum of 4 degrees Celsius) to preserve the quality and integrity of the Polymer during shipment. Failure of CANOPY to abide by SKINVISIBLE's guidelines in the shipment of the Polymer shall bar CANOPY from making any claim whatsoever against SKINVISIBLE arising from any defect in the Polymer which occurred or arose during shipment. Nothing in this section shall mean or be implied to mean that there is any shifting of the risk of loss of goods to SKINVISIBLE once such goods are placed in the control of CANOPY's carrier. All such risk of loss is borne by CANOPY once the Polymer to be shipped has been placed in the control of the carrier.

4. Title to the Polymer shall pass from SKINVISIBLE to CANOPY once the Polymer has been placed in the control of CANOPY's recognized commercial carrier of the Polymer for shipment to CANOPY or approved manufacturer.

5. SKINVISIBLE shall deliver the Polymer to CANOPY free and clear of all liens, encumbrances and security interests and shall not, without the prior written consent of CANOPY: (a) transfer, deliver or otherwise provide the Polymer as listed in the written purchase order submitted by CANOPY to any other person or entity; or (b) assign any rights to the Polymer as listed in the written order submitted by CANOPY to any other person or entity.

6. Prior to receiving an acceptance of the written order from SKINVISIBLE, CANOPY may cancel any order at any time, with or without cause, and CANOPY's liability for such cancellation shall be limited to SKINVISIBLE's out-of-pocket costs and expenses incurred for such cancelled order.

7. CANOPY shall give notice to SKINVISIBLE of any claims relating to the non-conformity of Polymer. CANOPY shall make all claims with respect to the Polymer as follows:

- 7.1. Any claim that a shipment contains a shortage of Polymer or other error in delivery, where the fault lies with SKINVISIBLE and not CANOPY's carrier, must be made by CANOPY to SKINVISIBLE in writing within five (5) days from the date of delivery to CANOPY's manufacturer of such shipment of Polymer together with a reasonable description of the delivery error. CANOPY's failure to make a claim in accordance with the foregoing sentence shall constitute agreement by CANOPY that there was no error in delivery. Provided that CANOPY makes a claim in accordance with this Section 7.1 and proves that the shipment contained a shortage of Polymer or other error in delivery, SKINVISIBLE, at CANOPY's option, shall deliver to the Customer to such location(s) previously designated by CANOPY, at SKINVISIBLE's risk and cost and expense, the number of Polymer in shortage in such shipment, or credit CANOPY the amount of such shortage.
- 7.2. In the event that CANOPY claims that upon delivery any of the Polymer is non-conforming because the Polymer is not consistent with the Certificate of Analysis, CANOPY may reject the same, provided that:
 - a) within ten (10) days after receipt by CANOPY of such shipment of Polymer, and CANOPY notifies SKINVISIBLE in writing of the nonconformity;
 - b) CANOPY sends the Polymer out for further review and inspection and it is determined that the Polymer are not consistent with the Certificate of Analysis;
 - c) CANOPY returns to SKINVISIBLE, at SKINVISIBLE's request and expense, the rejected Polymer or shipment, subject to the terms and conditions hereinafter provided, within five (5) days after CANOPY receives notice that the further review and inspection of the Polymer found the Polymer to be inconsistent with the Certificate of Analysis, and none of the Polymer has been changed from its original condition.
 - d) CANOPY's failure to make a claim in accordance with the foregoing sentences in this Section 7.2 shall constitute unqualified acceptance of all shipments and Polymer.

Following receipt of the rejected Polymer under this Section 7.2, SKINVISIBLE shall ship Polymer consistent with the Certificate of Analysis within twenty-one (21) days of SKINVISIBLE receiving notification from CANOPY and determining that replacement is required. Provided that the rejected Polymer has been rejected by CANOPY in accordance with the terms of this Section 7.2 and are proved to have been non-conforming, then SKINVISIBLE shall credit CANOPY for the cost of the Polymer and all costs and expenses incurred by CANOPY in shipping the rejected Polymer back to SKINVISIBLE, if such Polymer return requested is made by SKINVISIBLE to CANOPY. CANOPY shall pay the costs of the conforming Polymer within thirty (30) days after receipt by CANOPY.

8. The warranty for defective Polymer of SKINVISIBLE as from time to time in effect shall be applicable to all sales of the Polymer by SKINVISIBLE to CANOPY. Notwithstanding the provisions of Section 12 hereof, SKINVISIBLE shall have no obligation or liability to CANOPY for any loss, damage or expense of any kind caused directly or indirectly by the Polymer or the use, maintenance, repairs or adjustments of or to the Polymer except as may be provided in such warranty.

9. CANOPY agrees to purchase Invisicare from SKINVISIBLE as per the terms and conditions here within including:

- a) Pricing subject to change as per terms of the Agreement;

- b) Minimum order = [REDACTED] per type of Polymer;
- c) Pricing as defined below refers to pricing for [REDACTED];
- d) Current volume pricing for Invisicare® is as follows (FOB USA):

Polymer PRICING:			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

<confidential pricing and business information>

SCHEDULE C

ELECTRONIC BANK WIRING INSTRUCTIONS

The bank wire information is as follows:

Bank of America
2798 N. Green Valley Pkwy.
Henderson, NV. 89014
702-654-5770

Within US –
Credit Account of SKINVISIBLE, Inc.
Account Number: [REDACTED]
Federal Routing Number: 026009593

International
Credit Account of Skinvisible, Inc.
Account Number: [REDACTED]
Swift BOFAUS3N

<confidential business information>

SCHEDULE D

TRADEMARK LICENSE AGREEMENT

BY AND BETWEEN;

SKINVISIBLE PHARMACEUTICALS, INC., a company incorporated under the laws of the State of Nevada having its principal place of business located at - 6320 South Sandhill Road, Suite #10, Las Vegas, Nevada, 89120 ("SKINVISIBLE");

AND

CANOPY GROWTH CORPORATION ("CANOPY"), a company with offices at 1 Hershey Drive, Smith Falls, Ontario Canada K7A 0A8 ("CANOPY").

WITNESSETH:

WHEREAS, SKINVISIBLE is the owner of the trademark Skinvisible, and Invisicare which are the subject of Trademark Registrations in the Territory (collectively "Trademarks");

WHEREAS, CANOPY desires to obtain a license to use the said Trademarks in connection with the advertising, marketing, distribution, and sale of the Product within the Territory under the terms and conditions of the licensing Agreement between the Parties of even date herewith ("Agreement"), as such Product and Territory terms are defined therein; and

WHEREAS, SKINVISIBLE is willing to permit CANOPY to use the Trademarks under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and obligations herein contained, the Parties agree as follows:

1. SKINVISIBLE hereby grants to CANOPY, subject to all the terms and conditions herein contained, a non-exclusive, royalty-free, non-transferable license to use the Trademarks for the sole purpose of manufacturing, advertising, marketing, distributing, and selling the Product within Territory strictly in accordance with the terms and conditions of the Agreement.
2. CANOPY agrees that it will use the Invisicare Trademark on all Product or on the packages for such Product, but only on Product which are produced and packaged in strict compliance with the standards and directions laid down in writing by SKINVISIBLE, and further agrees that it will use the Trademark only on or in connection with Product which meets or exceeds SKINVISIBLE's standards.
3. SKINVISIBLE shall have the right at all reasonable times to inspect and examine the methods, processes, containers, and materials used by CANOPY in producing the Product on which CANOPY uses the Trademarks, and to request samples of such Product and associated materials, and CANOPY agrees to permit such inspections and examinations and to furnish such samples.

4. CANOPY shall have the right to refer to the Trademarks in advertising and promotional literature and the like, as well as on labels for the Products sold under the Trademarks. CANOPY agrees that, on each label, advertisement, or other piece of material for the Product, such Trademarks shall be conspicuously displayed and shall be keyed by a footnote reading "Invisicare® is a registered trademark used under license from SKINVISIBLE Pharmaceuticals, Inc." ("Licensing Footnote") CANOPY further agrees that all labels, advertising, and other materials must display Trademarks and Licensing Footnote, and which have not been supplied to CANOPY by SKINVISIBLE, must have the prior approval of SKINVISIBLE, and CANOPY agrees to submit samples of all such labels, materials, etc. to SKINVISIBLE prior to their production and use.
5. CANOPY acknowledges SKINVISIBLE's exclusive ownership of all right, title, and interest in and to the Trademarks, and agrees that CANOPY's use of the Trademarks shall inure to the benefit of SKINVISIBLE. CANOPY further agrees that it will in no way dispute, impugn, or attack the validity of said Trademarks or rights thereto.
6. The term of this Trademark License Agreement shall be the same as the term set forth in Section 10 of the licensing Agreement. Once CANOPY ceases to distribute and sell the Product, it shall immediately stop using the Trademarks.
7. If, at any time, CANOPY should use the Trademarks for goods not produced in accordance with the standards and directions laid down by SKINVISIBLE, or for goods not meeting the quality standards set forth in the Licensing Agreement, or if, at any time, CANOPY breaches any other provision of this Agreement or fails to observe any of its obligations hereunder, then the license granted herein shall terminate thirty (30) days after receipt of written notice from SKINVISIBLE to that effect, provided that CANOPY has not cured any breach or default to the satisfaction of SKINVISIBLE by the end of said thirty (30) day period.
8. This Agreement may not be assigned or otherwise transferred by CANOPY (by operation of law or otherwise) to any entity without prior written consent of SKINVISIBLE which will not be unreasonably withheld.
9. CANOPY agrees to notify SKINVISIBLE immediately of any apparent infringement of the Trademarks. SKINVISIBLE shall take such action regarding such infringement as it deems, in its sole discretion, to be necessary or desirable, and CANOPY agrees to cooperate therein.
10. SKINVISIBLE will maintain its current Trademark registrations at its own cost.