

EXCLUSIVE LICENSE AGREEMENT

THIS EXCLUSIVE LICENSE AGREEMENT (“**Agreement**”) is entered as of April 30, 2020 (the “**Agreement Date**”), by and among CanCore Concepts Inc., a Colorado corporation with an address of 2200 East 77th Avenue, Suite 100, Denver, Colorado 80229 (“**LICENSOR**”), and BevCanna Enterprises Inc., a British Columbia corporation with an address of 1672 W 2nd Avenue, Vancouver, British Columbia, Canada V6J 1H4 (“**LICENSEE**”). Each of LICENSOR and LICENSEE is referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, LICENSOR develops formulas, recipes, methodologies and processes for the manufacture of cannabis-infused products (the goods manufactured by LICENSOR, and the goods LICENSOR has the valid and enforceable right to manufacture pursuant to a sublicense agreement with a third party, are collectively the “**Licensed Products**”) identified by and sold under the trademarks and service marks identified on **Schedules A and B** (“**Marks**”), and is developing additional licensed products identified on **Schedule E** (“**Additional Licensed Products**”);

WHEREAS, the Licensed Products are manufactured, marketed, distributed and sold, subject to the Specifications, using the Intellectual Property (both as identified on **Schedules A and B**, as may be amended from time to time), and the logos and artwork set forth on **Schedules C and D**, as may be amended from time to time (the “**Artwork**”) (the Specifications, Intellectual Property and Artwork are collectively referred to as the “**Property**”);

WHEREAS, LICENSOR has the power and authority to grant to LICENSEE the right, privilege, and license to use the Property;

WHEREAS, LICENSEE desires to obtain from LICENSOR a license to use the Property to manufacture and sell Licensed Products in the country of Canada (the “**Territory**”);

WHEREAS, both LICENSEE and LICENSOR desire to enter into this Agreement to memorialize the terms and conditions upon which LICENSEE may use the Property to manufacture and sell Licensed Products in the Territory;

WHEREAS, in effecting the transactions contemplated by this Agreement, and subject to the acknowledgement in Section 9, the Parties intend to fully comply with applicable laws and regulations in the Territory governing use of the Property and the manufacturing, marketing, distribution, and sale of the Licensed Products;

WHEREAS, in effectuating this Agreement the Parties agree to execute a Sale of Goods Agreement, related to the purchase of Goods (as defined in the Sale of Goods Agreement) that are used to manufacture the Licensed Products;

NOW, THEREFORE, in consideration of the promises, agreements, covenants, representations and warranties set forth herein and for other good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. LICENSE GRANT

A. The effective date shall commence on the date LICENSEE or its Affiliates receives full licensing from Health Canada necessary to perform all obligations herein, which is anticipated to be by September 30, 2020 (the “**Effective Date**”). If LICENSEE is not fully licensed on or before December 31, 2020, LICENSOR may terminate this Agreement by providing written notice of termination to LICENSEE. The Parties agree that both or either of these dates may be extended by mutual written agreement. On the Effective Date, LICENSOR grants to LICENSEE and Affiliates (as defined in Section 4(E)) for the Term of this Agreement, as defined in Section 2, the exclusive right and license to use the Property (even with respect to the LICENSOR to manufacture, market, distribute, and sell the Licensed Products in the Territory (including online marketing and sales), and the right to use the Property on promotional and advertising material associated therewith (the “**License**”). During the period between the Agreement Date and the Effective Date, the LICENSOR shall not grant any license to use the Property to manufacture, market, distribute or sell the Licensed Products in the Territory or grant any license to use the Property on promotional and advertising material. –

B. The License granted under this Agreement includes, but is not limited to, a license to use any and all of LICENSOR’S common law, registered and unregistered trademarks, service marks, copyrights and copyrightable content with respect to the Property and Licensed Products and that all such items are set forth in the Schedules. It is understood and agreed that this license shall pertain only to the Property and the Licensed Products and does not extend to any other goods, products or services.

C. Subject to this provision, the License shall not limit or preclude LICENSOR from granting licenses to parties other than LICENSEE for use in any other geographic areas other than the Territory, nor shall the License preclude LICENSOR from engaging in national marketing of the Licensed Products in the Territory (such as at trade shows, product placements, or via the Internet) or sale of ancillary products in the Territory (such as t-shirts, hats, or promotional items), provided that LICENSOR shall not sell Licensed Products in the Territory nor permit third parties other than the Sublicensees, to do so during the Term. During the Term, any inquiries for the Licensed Products in the Territory will be referred by LICENSOR to LICENSEE. Further, given Section 21(B), if LICENSOR wishes to sell the Licensed Products into Europe or has an offer from a third party to act as licensee or distributor to sell the Licensed Products into Europe, LICENSOR shall inform LICENSEE, including providing particulars of any third party offer. LICENSEE shall have a right of first offer, for a period of 30 days from the date of LICENSOR’S notice, to become the licensee or distributor of the Licensed Products in Europe.

D. When LICENSOR completes development of any particular Additional Licensed Product, LICENSOR shall notify LICENSEE in writing about such completion and LICENSEE shall then decide, at its sole discretion, whether to include that particular Additional Licensed Product within the scope of the Licensed Products. If LICENSEE agrees in writing to include the Additional Licensed Product within the scope of the Licensed Products, LICENSOR shall promptly

provide LICENSEE with the information LICENSEE needs to perform its duties under this Agreement, and the License shall automatically extend to that specific Additional Licensed Product. If LICENSEE does not agree to include the particular Additional Licensed Product within the scope of the Licensed Products, LICENSOR shall not reveal to LICENSEE any proprietary information about that particular Additional Licensed Product, and the License shall not extend to that particular Additional Licensed Product. If LICENSOR wishes to offer a license for the Additional Licensed Product to a third party, LICENSOR and LICENSEE may mutually agree to allow LICENSOR to negotiate with third parties for a license to the Additional Licensed Products upon terms and conditions agreeable to LICENSEE.

E. If LICENSEE fails to meet the Annual Milestones (as defined in the Sale of Goods Agreement) required by the Sale of Goods Agreement for two (2) consecutive calendar years of the Term following the Effective Date, LICENSOR may convert the License to be non-exclusive for the Territory upon providing written notice of sixty (60) days to LICENSEE. If LICENSEE achieves the Annual Milestone for two (2) consecutive years, the Parties (and any successor or assignee of the Parties) shall use commercially reasonable efforts to enter discussions regarding the formation of a joint venture between the Parties (such joint venture to replace the License Agreement and Sale of Goods Agreement) upon terms and conditions mutually agreed to by the Parties and any successor or assignee of the Parties.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall commence on the Agreement Date and shall continue for three (3) years from the Effective Date unless earlier terminated as provided in this Agreement (the “**Initial Term**”). If this Agreement has not been terminated before the expiration of the Initial Term, LICENSEE shall have an option to extend this Agreement for a second three (3) year term by providing 90 days’ advance written notice to LICENSOR of its exercise of the renewal option (the “**Renewal Term**”). The time period commencing on the Agreement Date and continuing through the expiration or termination of this Agreement is the Term of this Agreement (the “**Term**”).

3. LICENSOR COMPENSATION

A. LICENSOR’S ongoing compensation for the rights granted to LICENSEE under this Agreement is payable to LICENSOR through (i) LICENSEE’S exclusive purchase of Goods as defined in the Sale of Goods Agreement executed contemporaneously with this Agreement; and (ii) subject to LICENSEE’S prior written approval, co-op funding for general, brand-related marketing and advertising support within the Territory and in relation to initial market development costs, including market specific promotional programs and materials, market specific online marketing and social media, and market specific print collateral (as provided in **Schedule F** or as otherwise pre-approved in writing by LICENSEE), together (the “**Licensor Compensation**”).

B. LICENSEE shall invest \$150,000 in Serovita Holding Corp. (“**Serovita**”) pursuant to convertible debentures (terms of the debentures to be mutually agreeable), as follows:

1. \$50,000 to be paid, in two payments: \$25,000 by April 30, 2020 and \$25,000 by May 15, 2020;
2. \$50,000 by May 31, 2020; and
3. \$50,000 by June 30, 2020.

The License granted under this Agreement is conditioned upon and subject to the first investment of \$25,000 by LICENSEE'S in Serovita. If requested by LICENSEE, LICENSOR shall provide a grace period of one week to LICENSEE with respect to each payment date noted above. .

C. The LICENSOR Compensation defined in Sections 3(A) and (B) shall be the only sums due from LICENSEE that arise solely under this Agreement. Ongoing fees for services as defined in Section 3(A) above are summarized in **Schedule F**.

D. The obligation of payment of Licensor Compensation that has accrued during the Term shall survive the expiration or termination of this Agreement, provided however, that if this Agreement is terminated due to LICENSOR'S material breach of this Agreement, LICENSEE may, pending final resolution of actual damages, if any, withhold amounts sufficient to cover any actual damages LICENSEE reasonably expects to incur as a result of LICENSOR'S breach.

E. All payments due hereunder shall be made in United States currency, and may be made in cash, money order, wire transfer, or a check drawn on a United States bank.

F. Any payments that are past due shall incur interest at the rate of one (1.0%) per month from the date such payment was originally due, provided that LICENSOR has provided fifteen (15) days' written notice to LICENSEE of such past-due payments.

4. USE OF LICENSED PROPERTY AND SPECIFIC DUTIES LICENSEE AND SUBLICENSEES

A. LICENSEE shall not state or imply, either directly or indirectly, that LICENSEE, or LICENSEE'S activities, other than those contemplated by this Agreement, are supported, endorsed or sponsored by LICENSOR.

B. LICENSEE shall be able to use the name of LICENSOR in connection with the Licensed Products (such as in marketing and advertising materials) and as required by Applicable Laws in the Territory.

C. LICENSEE shall not alter, modify, dilute or otherwise misuse the Property, or knowingly bring it into disrepute, provided that LICENSOR and LICENSEE may mutually agree to alter formulas, packaging or other aspects of the Property.

D. LICENSEE shall not affix any trademark, service mark, trade name, logo, or copyright, other than the Property, upon the Licensed Products, unless LICENSOR has given prior written consent. LICENSEE shall not combine the Marks or Artwork with any trademark, service mark, trade name, logo, or copyright not controlled by LICENSOR. LICENSEE shall not knowingly use the Property in a manner that creates a "combined mark," or integrate other

wording with the Property in a way that would be reasonably expected to cause the public to perceive the use as a new trademark or service mark. Notwithstanding the foregoing, LICENSOR acknowledges and agrees that LICENSEE's name may be required to be disclosed on or in connection with the Licensed Products under Applicable Laws in the Territory.

E. LICENSEE shall not grant any sublicense to the Property to any third party without following the terms of this provision. . LICENSEE shall inform LICENSOR of the identity of a proposed sublicensee and LICENSOR shall have the right to provide input on the proposed sublicensee. LICENSOR's input on a proposed sublicensee will be considered in the selection process, but LICENSEE shall not be required to reject a proposed sublicensee based on LICENSOR's views. Any sublicense must be in writing and shall, except for those rights and obligations that are specific to LICENSEE, require the sublicensee ("Sublicensee") to comply in all material respects with LICENSEE'S rights and obligations under this Agreement. LICENSEE shall deliver a copy of such sublicense agreements to LICENSOR prior to the date such sublicense agreement becomes effective for review and written approval by LICENSOR, which approval will not be unreasonably withheld by LICENSOR. Entry into a sublicense shall not relieve LICENSEE from any of its obligations under this Agreement. The foregoing does not prohibit or limit LICENSEE'S Affiliates from using the Property or selling the Licensed Products to the extent authorized herein. "Affiliate" means controls, is controlled by, or is under common control with LICENSEE. "Control" means holding, directly or indirectly, 50% or more of the outstanding voting securities.

F. LICENSEE shall not use the Property, or manufacture, market, advertise, distribute and/or sell Licensed Products, anywhere outside of the Territory. Notwithstanding the foregoing, it shall not be a violation of this Agreement if LICENSEE operates internet websites or advertising containing the Property, or any portion thereof, which are accessible outside the Territory.

G. LICENSOR and LICENSEE shall at all times comply with the common law and statutory provisions of the trademark and copyright laws of the Territory.

H. LICENSEE shall ensure that all Licensed Products, as well as all promotional, marketing, and advertising material relative thereto, include all required legal notices and/or other notices as may be required by LICENSOR in writing.

I. Except as the Parties may agree otherwise in writing, all Licensed Products produced under this Agreement shall bear one or more of the Marks and one or more of the Artwork. The Licensed Products shall be packaged or bottled only in authorized Goods purchased under the Sale of Goods Agreement, and shall expressly state: "Produced under license from CanCore Concepts, Inc." or similar language approved by LICENSOR.

J. Promptly after the Effective Date, LICENSOR shall deliver to LICENSEE the electronic versions of the Marks, Artwork, and any stylized typography associated therewith. LICENSEE shall thereafter use the electronic versions of the Marks, Artwork, and stylized typography where required or where appropriate. LICENSEE shall not create their own version of any of the Marks or Artwork. LICENSEE shall have the right to copy the Marks, Artwork,

and stylized typography only insofar as such copies are necessary to carry out its respective rights and obligations under this Agreement.

K. Any use of a Mark or Artwork not copied by LICENSEE or a Sublicensee must be approved in writing by LICENSOR prior to affixing the recreated Mark or Artwork to any Licensed Product.

L. None of the Marks or Artwork shall be modified by LICENSEE without LICENSOR'S prior written consent. Except as the Parties may agree otherwise in writing, the Marks and Artwork shall only be used in their entirety, without dissection or separation of different portions of the Mark or Artwork or any abbreviations or variations thereof.

M. LICENSEE shall not be required to use any Marks which are prohibited or disallowed pursuant to Applicable Laws in the Territory.

N. LICENSEE shall not use the Property in a manner or environment that would be reasonably expected to disparage or reflect adversely upon LICENSOR, the Property or the Licensed Products, or that would be reasonably expected to place LICENSOR, the Property, or the Licensed Products and associated goodwill in a negative light.

O. All advertising, marketing and promotional materials containing the Marks or Artwork shall be of high quality. LICENSEE shall obtain LICENSOR'S prior written approval of all written advertising or other marketing or promotional programs not previously approved by LICENSOR that pertain to the Property or the Licensed Products, including, without limitation, "Yellow Pages" advertising, newspaper and magazine ads, flyers, brochures, coupons, direct mail pieces, specialty and novelty items, radio and television advertising, Internet webpages, or domain names on any common carrier electronic delivery system. LICENSEE shall provide LICENSOR samples of proposed marketing and promotional materials for approval prior to their use, and LICENSOR shall have fourteen (14) days to approve such materials in writing, and if LICENSOR fails to respond during that fourteen (14) day period, LICENSOR shall be deemed to have approved the proposed materials.

P. Unless prohibited by Applicable Law, the Marks and Artwork shall appear with an appropriate notice symbol in the form of a superscript "R" (®) or "TM" (™) or "C" (©) on the Licensed Product, displays, advertising and all other public uses of the Marks and Artwork.

Q. To ensure all Licensed Products bearing the Marks or Artwork are of high quality and are beneficial to the reputation, image and goodwill of LICENSOR, all Licensed Products shall conform to the Specifications set forth on **Schedules A and B** as LICENSOR may amend from time to time by providing written notice to LICENSEE. In the event that LICENSOR makes any material change to the Specifications, LICENSEE shall have a reasonable amount of time to update the production, advertising, packaging, and other materials used in connection with the Marks, Artwork, Property, and/or Licensed Products, which time shall not be less than forty five (45) days, unless there are factors beyond LICENSEE's control that require additional time to implement the changes.

R. Prior to the sale or distribution of any Licensed Product, LICENSEE shall furnish to LICENSOR samples of all packaging, labels, and content of such Licensed Products (other than contents that may be prohibited under Applicable Law, such as marijuana) for LICENSOR'S review and approval, which shall not be unreasonably withheld. LICENSOR shall have fourteen (14) days to approve such proposed Licensed Product in writing, and if LICENSOR fails to respond during that fourteen (14) day period, LICENSOR shall be deemed to have approved the proposed Licensed Product.

S. LICENSEE shall use commercially reasonable efforts to obtain and maintain production and manufacturing facilities, equipment, staff, and distribution facilities capable of manufacturing, packaging, and distributing the Licensed Products, in accordance with this Agreement and Applicable Law, in quantities sufficient to reasonably satisfy the demand for Licensed Products from LICENSEE.

T. LICENSEE shall use commercially reasonable efforts to promote the Licensed Products, which efforts shall include investment in advertising and marketing plans.

U. To ensure high quality and commercially effective manufacturing processes and techniques, LICENSEE shall comply with LICENSOR'S written Standard Operating Procedures (the "SOPs"), as amended from time to time, to the extent such compliance is consistent with Applicable Law in the Territory. LICENSOR shall promptly provide a copy of its SOPs to LICENSEE existing as of the Effective Date. In the event that LICENSOR makes a material change to its SOPs, LICENSEE shall have a reasonable amount of time to bring themselves into compliance with such change, which time shall not be less than thirty (30) days, unless the change is urgent and/or related to regulatory requirements and updates, as reasonably determined by LICENSOR, in which case such time shall not be less than ten (10) days.

V. Following the Effective Date, throughout the Term, and except as noted otherwise in this Section 4(V), LICENSEE shall provide a monthly written report to LICENSOR stating all of the reporting entity's sales of the Licensed Products in the Territory during the six (6) months preceding the report, including, at a minimum, the following (provided that LICENSEE is not required to provide the information if such information is not available under Applicable Laws in the Territory or LICENSEE is not otherwise able to obtain the information):

1. For each of the Licensed Products, the number of units sold by the reporting entity;

2. For each of the Licensed Products, the wholesale sales revenue received by the reporting entity;

3. For each of the Licensed Products, the wholesale sales revenue received by the reporting entity, including number of units sold by the reporting entity and the gross revenue received by the reporting entity;

4. For each of the Licensed Products, the total Active Dispensary Locations purchasing the Licensed Products during the period.

5. For each of the Licensed Products, the standard wholesale pricing offered by the reporting entity;

6. For each of the Licensed Products, the details of promotional pricing offers issued by the reporting entity;

7. For each of the Licensed Products, the number of units the reporting entity provided as samples, and the amount of wholesale sales revenue the reporting entity realized therefrom, if any;

8. By the end of each calendar quarter, a competitive market analysis which includes the following:

(a) For the calendar quarter preceding the report, and only to the extent this information is publicly available, the reporting entity's top selling competing products, along with their product differentiation and price positioning relative to the Licensed Products; and

(b) A summary of the reporting entity's marketing actions for the Licensed Products during the calendar quarter preceding the report, along with a short description of with the intended objectives of such marketing actions; and

(c) A summary of the reporting entity's marketing plans for the Licensed Products for the calendar quarter following the report.

5. OWNERSHIP OF THE PROPERTY

A. Subject to the License granted herein, LICENSEE acknowledges and agrees that, as between LICENSOR, LICENSEE, LICENSOR and its licensors are the sole and exclusive owner of all right, title, and interest in the Property, including intellectual property rights therein and any goodwill associated therewith, and, further acknowledge that, to the best of its knowledge, the Property is unique and original to LICENSOR and its licensors.

B. LICENSEE understands and acknowledges that LICENSOR has established its rights in certain of the Property by obtaining one or more federal trademark or service mark registrations, federal copyright registrations, and/or through LICENSOR'S prior use of the Property in commerce (including in the Territory). LICENSOR shall use best efforts to obtain trademark registrations for the KEEF trademarks in the Territory and prosecute or defend infringement claims regarding these marks. LICENSOR shall further keep LICENSEE informed regarding progress to obtain trademark registrations for the KEEF trademarks in the Territory and the ongoing dispute regarding the bad faith filing by Big Red Nose Productions Inc.

C. LICENSEE makes no claim to any goodwill associated with the Property, including specifically the Marks. LICENSEE acknowledges that, as between LICENSOR and LICENSEE, the Property and all rights therein, including the goodwill pertaining thereto, belong exclusively to LICENSOR.

D. LICENSEE shall not in any manner represent that it has any ownership in the Property or in any registration thereof, and shall not knowingly do or cause to be done any act or thing contesting or in any way impairing any part of LICENSOR'S right, title and interest in the Property, including specifically the Marks, and further agree not to register or attempt to register any of the Marks in any jurisdiction. LICENSEE shall not, at any time during or after the Term of the Agreement, dispute or contest, directly or indirectly, LICENSOR'S right and title to the Property or the validity thereof.

E. LICENSEE agrees that its respective use of the Property inures to the benefit of LICENSOR and that, except for the License and the rights granted herein, LICENSEE shall not acquire any rights in the Property by virtue of this Agreement.

6. DUTIES OF LICENSOR

In further consideration for payment of the Licensor Compensation, LICENSOR shall:

A. Maintain all primary URL's and websites pertaining to the Property and/or Licensed Products that LICENSOR owns as of the Effective Date, including without limitation the URLs identified on **Schedules A and B**.

B. Keep the Licensed Products and Specifications up to date with respect to later improvements in technology and procedures and requirements of Applicable Laws in the Territory.

7. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. LICENSOR and LICENSEE each individually represent and warrant that it has full corporate or company (as applicable) right, power, and authority to enter into this Agreement and to perform their respective rights and obligations hereunder, subject to Applicable Law.

B. LICENSOR and LICENSEE each individually represent and warrant that, when executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with the terms and conditions set forth herein, and subject to Applicable Law.

C. LICENSEE covenants and agrees that if it receives notice of any disciplinary or administrative action against LICENSEE, LICENSEE shall, within three (3) business days of LICENSEE'S receipt of such notice, notify LICENSOR in writing about such disciplinary or administrative action.

D. LICENSEE covenants that it will use appropriate and commercially reasonable efforts, as allowed under the Applicable Law in the Territory, to promote, market, advertise, and sell the Licensed Products.

E. LICENSOR and LICENSEE each individually represent and warrant that it shall not knowingly permit, do, or engage in any act or omission that would be reasonably expected to degrade, tarnish, or deprecate the other.

F. LICENSOR and LICENSEE each individually represent and warrant that, for the Term of this Agreement, it will comply in all material respects with all Applicable Laws in the Territory regarding packaging, labelling and formulations.

G. Commencing on the Effective Date, LICENSEE represents and warrants that LICENSEE will maintain compliance under Health Canada.

H. LICENSOR represents and warrants that LICENSOR owns, or retains the rights through sublicense, of all of the intellectual property and proprietary rights in the Property and the use of the Property by LICENSEE (as specified in this Agreement) and the sale of the Licensed Products in the Territory will not infringe the intellectual property or proprietary rights of any third party.

I. LICENSOR represents and warrants that all Intellectual Property used to manufacture Licensed Products (such as (without limitation) formulas, Standard Operating Procedures and Specifications) is compliant with Applicable Laws in the Territory regarding food safety.

8. CONFIDENTIAL INFORMATION

A. In connection with this Agreement, it is contemplated that LICENSOR and LICENSEE (the “**Disclosing Party**”) may furnish to the other (the “**Receiving Party**”) certain non-public information, data, records, trade secrets and/or documents that are marked or otherwise specifically identified as proprietary or confidential or which by its contents and the underlying circumstances, a reasonable person would consider proprietary or confidential (“**Confidential Information**”). Without limitation, the Intellectual Property and Specifications set forth on **Schedules A and B** and any proprietary training manuals, training information, manufacturing manuals, and manufacturing information delivered by LICENSOR to LICENSEE under this Agreement are the Confidential Information of LICENSOR. Without limitation, all information presented by LICENSEE to LICENSOR under Section 4(V) is Confidential Information of LICENSEE.

B. The Receiving Party agrees that, except as may be required by law, it shall (i) secure and hold all Confidential Information in confidence, exercising a degree of care not less than the care used by the Receiving Party to protect its own proprietary or confidential information that it does not wish to disclose (but in no event shall such care be less than that which is commercially reasonable); (ii) restrict disclosure of the Confidential Information solely to those of its members, managers, officers, directors, employees, attorneys, financial advisors, Sublicensees, independent contractors, auditors, or other agents to whom such disclosure is necessary for the Receiving Party to perform its rights and obligations under this Agreement and/or the Sale of Goods Agreement (“**Permitted Recipients**”), and not disclose the Confidential Information to any other person or entity without the prior written consent of the Disclosing Party, which shall not be unreasonably withheld; (iii) advise and secure the Permitted Recipients’ written agreement acknowledging their obligation to maintain the Confidential Information as confidential in accordance with this Agreement; and (iv) use the Confidential Information only in connection with the performance of this Agreement and/or the Sale of Goods Agreement, except as the Disclosing Party may agree otherwise in writing. The Receiving Party

shall obtain written, signed, and legally-binding nondisclosure agreements or other appropriate nondisclosure assurances from any Permitted Recipient before allowing such Permitted Recipient to access or use the Disclosing Party's Confidential Information.

C. The Receiving Party is responsible for its Permitted Recipients compliance with the terms and conditions of Section 8(B) and shall be liable to the Disclosing Party for any breach thereof.

D. Upon reasonable request from the Disclosing Party, the Receiving Party shall provide access to, and the right to inspect, records relating to the preservation of and measures taken to secure the confidentiality of the Disclosing Party's Confidential Information.

E. The Receiving Party agrees that its obligations under this Agreement with respect to the Confidential Information begins when the Receiving Party first obtains access to such Confidential Information and continues during and after the Term of this Agreement until such time as the Confidential Information at issue has become public knowledge other than as a result of the Receiving Party's breach of Section 8 or by the conduct of someone acting on the behalf of, or in tandem with, the Receiving Party, to breach Section 8, or until the Disclosing Party agrees in writing that the Receiving Party has no further confidentiality obligations with respect to Confidential Information at issue, or until a court of competent jurisdiction orders such disclosure, or such disclosure is required by Applicable Law.

F. Upon written request of the Disclosing Party, and only to the extent permitted by Applicable Law, the Receiving Party shall promptly return all Confidential Information received in tangible form, except that Receiving Party's legal counsel may retain one copy for its files solely to provide a record of such Confidential Information for archival purposes, and subject to any retention requirements imposed by Applicable Law.

G. The Receiving Party shall promptly notify the Disclosing Party upon discovery of any actual or reasonably suspected compromise, unauthorized use, or unauthorized disclosure of the Disclosing Party's Confidential Information, or any other breach of Section 8, and shall cooperate with the Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Disclosing Party's Confidential Information, or to restore the confidentiality of the Disclosing Party's Confidential Information, and to prevent any further compromise, unauthorized use, or unauthorized disclosure of the Disclosing Party's Confidential Information.

H. LICENSOR and LICENSEE shall keep this Agreement and its terms confidential, except as may be necessary for such entity to consult with its legal and/or financial advisors, or until a court of competent jurisdiction orders such disclosure, or unless such disclosure is required by Applicable Law, and shall make no press release or public disclosure, either written or oral, regarding the transactions contemplated by this Agreement without the prior written consent of LICENSOR or LICENSEE (unless such press release is required by Applicable Law), as applicable, which consent shall not be unreasonably withheld.

I. If the Receiving Party is required to disclose some or all of the Disclosing Party's Confidential Information by an order or a lawful process of a court or governmental body, the Receiving Party shall promptly notify the Disclosing Party, and shall cooperate with the

Disclosing Party in seeking reasonable protective arrangements before the Disclosing Party's Confidential Information is produced, and even then, such production shall be limited to the extent reasonably necessary to comply with such order or lawful process.

9. REGULATED INDUSTRY

LICENSOR and LICENSEE, each represent that they understand and acknowledge that cannabis, marijuana, cannabidiol (“**CBD**”), and the medical, recreational, and retail cannabis, marijuana, and CBD industries, are subject to and are highly regulated by federal, local, and provincial laws and regulations, and acknowledge that such laws and regulations are subject to changes which may affect the validity, enforceability, and commercial practicality of this Agreement. LICENSOR and LICENSEE each represent and warrant that they accept the risk of their respective participations in this industry in their respective jurisdiction.

10. INSPECTION RIGHTS

A. To ensure all Licensed Products conform to LICENSOR'S quality standards and are beneficial to the reputation, image, and goodwill of LICENSOR, and to ensure LICENSEE is in compliance with this Agreement and the quality standards described in the Specifications, LICENSOR, at its sole cost and expense, and subject to any restrictions imposed by Applicable Law, in the Territory and not more than one time in any six (6) month period, shall have the right, upon at least seven (7) business days' advance written notice, and subject to LICENSEE'S right to require that LICENSOR enter into a commercially reasonable non-disclosure agreement to protect its proprietary and confidential information that has not been disclosed pursuant to Section 8, to inspect LICENSEE'S facilities, manufacturing processes, raw materials, finished products, personnel, applicable books and records, and all other documents and materials in the possession of or under the control of the entity being inspected, that are material to the Property, the Licensed Products, or that entity's manufacturing, packaging, distribution, marketing, or sale of the Licensed Products, at the place or places where the entity being inspected conducts its regular business operations or, alternatively, where such records are normally retained by the entity being inspected. Such books, records, documents, and materials shall include, without limitation, all contracts, invoices, statements, receipts, and other items which relate to the manufacturing, packaging, distribution, marketing, and/or sale of Licensed Products. Subject to LICENSEE'S right to require that LICENSOR enter into a non-disclosure agreement to protect their respective proprietary and confidential information that has not been disclosed pursuant to Section 8, LICENSOR shall have reasonable access to such books, records, documents, and materials for the purposes authorized herein, and LICENSOR shall be permitted to make copies thereof and extracts therefrom at its sole cost and expense. Such extracts and copies shall be LICENSEE'S Confidential Information.

B. For a period of not less than three (3) years after the Term of this Agreement, and subject to Applicable Law, LICENSEE shall keep a copy of the books and records referenced in Section 10(A) and, upon LICENSOR'S compliance with Section 10(A), and at LICENSOR'S sole cost and expense, make such materials available to LICENSOR for inspection and copying.

11. NOTICE

All notices required to be given under this Agreement shall be in writing and shall be transmitted either by personal delivery or reliable overnight courier (such as Federal Express). Notwithstanding the foregoing, and unless the Parties agree otherwise in writing, any requests for approval pursuant to Sections 4(K), 4(O), or 4(R), and LICENSOR'S responses to such requests, as well as the reports set forth in Section 4(V), may be transmitted via email. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier. Notices to the respective Parties shall be sent to the following addresses unless a written notice of a change of address has previously been issued pursuant hereto:

If to LICENSOR:

CanCore Concepts, Inc.
Attention: Mr. Travis Tharp
2200 East 77th Avenue
Suite 100
Denver, CO 80229

If to LICENSEE:

BevCanna Enterprises Inc.
Attention: John Campbell
1672 W 2nd Avenue,
Vancouver, British Columbia, Canada V6J 1H4

12. COVENANT NOT TO COMPETE AND NON-SOLICITATION

A. Non-Solicitation for LICENSOR. To protect LICENSOR'S Confidential Information, including the Intellectual Property and Specifications, which LICENSEE may be provided or have access to under this Agreement, and to protect the goodwill of Licensor's Business (as defined below) and the Licensed Products, LICENSEE agrees that during the Term and for a period of two (2) years after the Term of this Agreement it shall not engage in any of the following acts or omissions:

1. Knowingly solicit, attempt to solicit, urge, induce, or attempt to induce, any representative, agent, current customer, distributor, or supplier of LICENSOR to terminate or breach any contracts with or obligations to LICENSOR or its licensees (including LICENSEE);

2. Knowingly solicit, attempt to solicit, recruit, attempt to recruit, hire, attempt to hire, employ, or attempt to employ, or assist any third party with any of the foregoing, any person who is, or was during the six (6) months preceding the termination or expiration of this Agreement, an employee, director, consultant, principal, agent, representative, or officer of LICENSOR, or to otherwise urge, induce, or seek to induce

any such person to terminate their employment or contractual relationship with LICENSOR, except pursuant to a general solicitation which is not directed specifically to any such employee, director, consultant, principal, agent, representative, or officer of LICENSOR; and/or

3. Knowingly urge, induce, or seek to induce any business that markets, distributes, or sells Licensed Products, to terminate such activity or to cancel, reduce, limit, or in any manner interfere with the sale of Licensed Products by LICENSOR or its subsequent licensees.

“Licensor’s Business” means the processing, manufacture, marketing, sale, and distribution of any cannabis-infused product using all or any part of the Property. Nothing in this Section shall prohibit LICENSEE from manufacturing, distributing, advertising, and selling cannabis-infused goods or services other than Licensed Products (including goods or services that do not use all or any part of the Property), so long as such goods or services would not be reasonably expected to cause consumer confusion with the Licensed Products, and so long as such goods or services do not infringe upon LICENSOR’S rights in and to the Property.

B. Non-Solicitation for LICENSEE. To protect LICENSEE’S Confidential Information, which LICENSOR may be provided or have access to under this Agreement, and to protect the goodwill of Licensee’s Business (as defined below), LICENSOR agrees that during the Term and for a period of two (2) years after the Term of this Agreement it shall not engage in any of the following acts or omissions: .

1. Knowingly solicit, attempt to solicit, urge, induce, or attempt to induce, any representative, agent, current customer, distributor, or supplier of LICENSEE to terminate or breach any contracts with or obligations to LICENSEE;

2. Knowingly solicit, attempt to solicit, recruit, attempt to recruit, hire, attempt to hire, employ, or attempt to employ, or assist any third party with any of the foregoing, any person who is, or was during the six (6) months preceding the termination or expiration of this Agreement, an employee, director, consultant, principal, agent, representative, or officer of LICENSEE, or to otherwise urge, induce, or seek to induce any such person to terminate their employment or contractual relationship with LICENSEE, except pursuant to a general solicitation which is not directed specifically to any such employee, director, consultant, principal, agent, representative, or officer of LICENSEE; and/or

3. Knowingly urge, induce, or seek to induce any business that markets, distributes, or sells products sold, advertised or manufactured by LICENSEE, to terminate such activity or to cancel, reduce, limit, or in any manner interfere with the sale of products sold, advertised or manufactured by LICENSEE.

“Licensee’s Business” means the manufacture, marketing, sale and distribution of any cannabis-infused product that is conducted independently of the Property.

C. Reasonable Limitations. Each Party agrees that the temporal and geographic limitations set forth in this Section 12 are reasonable and necessary to protect the legitimate interests of the other Party. As such, each Party agrees not to contest such limitations (with respect to the other Party) in any proceeding.

D. Blue-Lining. The invalidity of any one or more of the words, phrases, sentences, or clauses contained in this Section 12 shall not affect the enforceability of the remaining portions of this Section 12. If one or more of the words, phrases, sentences, or clauses contained in this Section 12 are determined by a court or arbitrator of competent jurisdiction to be invalid, (i) this Section 12 shall be construed as if such invalid words, phrases, sentences, or clauses had not been inserted, and (ii) if such invalidity should be caused by the length of any period of time or the size of any geographic area set forth in this Section 12, such period of time or such geographic area, or both, shall, without need of further action, be deemed to be reduced to a period of time and/or geographic area that shall cure such invalidity.

E. Remedy. Each Party shall be entitled to pursue all available remedies at law or in equity for a breach by the other Party of any of the provisions of this Section 12. Each Party agrees that damages may be an inadequate remedy for any such breach, and that, upon any actual or threatened breach by the other Party of any provision of this Section 12, and in addition to any other legal remedies that may be available to each Party, each Party shall be entitled to seek equitable relief, including, but not limited to, preliminary and permanent injunctions, without the necessity of posting a bond or other security and without any showing of actual damages.

13. TERMINATION

The following termination rights are in addition to any other termination rights provided elsewhere in this Agreement:

A. LICENSOR'S Right of Termination. LICENSOR shall have the right to terminate this Agreement by giving written notice to LICENSEE if:

1. LICENSEE fails to pay the amount of any Licensor Compensation when due pursuant to Section 3 subject to grace or cure periods in this Agreement or the Sale of Goods Agreement;
2. LICENSEE fails to obtain or maintain Liability Insurance (as defined in Section 17) in the amount and of the type provided for herein;
3. There is a change in Applicable Law in the Territory, or a change in the enforcement policies of the federal government, which, in LICENSOR'S discretion which must be exercised in good faith, makes continued performance under this Agreement no longer possible, legal, viable, feasible, or commercially practicable;
4. LICENSOR receives notice of any material disciplinary or administrative action against the license(s) of LICENSEE, which, in LICENSOR'S discretion which must be exercised in good faith, (i) makes continued performance under this Agreement

no longer advisable, or (ii) is reasonably expected to bring the Property, Licensed Products, or LICENSOR into disrepute or otherwise adversely impact LICENSOR'S goodwill;

5. LICENSEE fails to obtain (when required by Applicable Law) and subsequently maintain in good standing all licenses and permits necessary for the lawful manufacture, distribution, marketing, and sale of the Licensed Products;

6. LICENSEE fails to comply in all material respects with the confidentiality obligations set forth in Section 8;

7. LICENSEE fails to comply in any material respect with Applicable Law;

8. A product recall caused solely by LICENSEE'S actions or inactions with respect to manufacturing the Licensed Products or other material adverse event materially impairs LICENSOR or LICENSEE'S, ability to perform under this Agreement for more than thirty (30) days, provided that a material adverse event caused by LICENSOR shall not lead to a right of termination by LICENSOR;

9. LICENSEE files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law;

10. LICENSEE permanently discontinues its business;

11. A receiver is appointed for LICENSEE and such receiver is not discharged within ninety (90) days;

12. Upon the termination or expiration of the Sale of Goods Agreement;

13. LICENSEE materially breaches the Sale of Goods Agreement and such breach is not cured within the cure period set forth in such agreement; or.

14. LICENSEE has not received a Canadian federal Processing License on or before December 31, 2020, subject to any extensions to this date agreed to by the Parties pursuant to Section 1(A).

In the event LICENSOR intends to terminate this Agreement pursuant to one of more of Sections 13(A)(1) through 13(**Error! Reference source not found.**)(12), LICENSOR shall give LICENSEE written notice of its intention to terminate this Agreement, the reason for such intention to terminate this Agreement, and shall allow LICENSEE sixty (60) days after the date of such notice to cure or correct the reason for LICENSOR'S intention to terminate this Agreement, and if LICENSEE does not cure or correct the reason for LICENSOR'S intention to terminate this Agreement within the cure period, LICENSOR shall give LICENSEE a second written notice stating that the issue has not been cured or corrected within the cure period and that LICENSOR is terminating this Agreement, which second notice shall become effective on the date the second notice is issued by LICENSOR. In the event LICENSOR intends to terminate

this Agreement pursuant to Section 13(A)(13), LICENSOR shall give LICENSEE written notice of its intention to terminate this Agreement concurrent with the written notice of intention to terminate that LICENSOR is required to give LICENSEE under the Sale of Goods Agreement, and if LICENSEE fails to cure such breach within the cure period set forth in the Sale of Goods Agreement, LICENSOR shall give LICENSEE a second written notice stating that the issue has not been cured or corrected within the cure period set forth in the Sale of Goods Agreement and that LICENSOR is terminating this Agreement, which second notice shall become effective on the date the second notice is issued by LICENSOR. In the event LICENSOR intends to terminate this Agreement pursuant to Section 13(A)(14), LICENSOR shall give LICENSEE written notice of its intention to terminate this Agreement, which notice shall become effective on the date the notice is issued by LICENSOR.

B. LICENSEE'S Right of Termination. LICENSEE shall have the right to terminate this Agreement if:

1. There is a change in Applicable Law in the Territory, or a change in the enforcement policies of the federal government, which, in LICENSEE'S discretion which must be exercised in good faith, makes continued performance under this Agreement no longer possible, legal, viable, feasible, or commercially practicable;
2. LICENSEE receives notice of any material disciplinary or administrative action against LICENSOR, which, in LICENSEE'S discretion which must be exercised in good faith, (i) makes continued performance under this Agreement no longer advisable, or (ii) is reasonably expected to bring LICENSEE or one or more of the Sublicensees into disrepute or otherwise adversely impact the goodwill associated with LICENSEE or one or more of the Sublicensees;
3. LICENSOR fails to obtain (when required by Applicable Law) and subsequently maintain in good standing all licenses and permits necessary for the lawful manufacture, distribution, advertising, and sale of the Licensed Products;
4. LICENSOR fails to obtain (when required by Applicable Law) and subsequently maintain in good standing all licenses and permits necessary for it to perform its rights and obligations under this Agreement, including without limitation its lawful ability to grant the License;
5. LICENSOR fails to comply in all material respects with the confidentiality obligations set forth in Section 8;
6. LICENSOR fails to comply in any material respect with Applicable Law;
7. A product recall caused solely by LICENSOR'S actions or inactions with respect to or involving the Property or other material adverse event materially impairs LICENSOR, LICENSEE, and/or the Sublicensees' ability to perform under this Agreement for more than thirty (30) days provided that a material adverse event caused by LICENSEE shall not lead to a right of termination by LICENSEE;

8. LICENSOR files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law;

9. LICENSOR permanently discontinues its business;

10. A receiver is appointed for LICENSOR or for the LICENSOR'S business and such receiver is not discharged within ninety (90) days;

11. LICENSOR loses ownership of the Property, in whole or in part, and such loss materially affects the rights and obligations of LICENSEE under this Agreement and renders it impractical or inadvisable to continue with this Agreement and, after consulting in good faith, the Parties are unable to agree on a strategy to continue performance under this Agreement;

12. Upon the termination or expiration of the Sale of Goods Agreement; or

13. LICENSOR materially breaches of the Sale of Goods Agreement and such breach is not cured within the cure period set forth in such agreement.

In the event LICENSEE intends to terminate this Agreement pursuant to one of more of Sections 13(B)(1) through 13(B)(12), LICENSEE shall give LICENSOR written notice of its intention to terminate this Agreement, the reason for such intention to terminate this Agreement, and shall allow LICENSOR sixty (60) days after the date of such notice to cure or correct the reason for LICENSEE'S intention to terminate this Agreement, and if LICENSOR does not cure or correct the reason for LICENSEE'S intention to terminate this Agreement within the cure period, LICENSEE shall give LICENSOR a second written notice that the reason for LICENSEE'S intention to terminate this Agreement has not been cured or corrected within the cure period and that LICENSEE is terminating this Agreement, which second notice shall become effective on the date the second notice is issued by LICENSEE. In the event LICENSEE intends to terminate this Agreement pursuant to Section 13(B)(13), LICENSEE shall give LICENSOR written notice of its intention to terminate this Agreement concurrent with the written notice of intention to terminate that LICENSEE is required to give LICENSOR under the Sale of Goods Agreement, and if such LICENSOR fails to cure such breach within the cure period set forth in the Sale of Goods Agreement, LICENSEE shall give LICENSOR a second written notice that the issue has not been cured or corrected within the cure period set forth in the Sale of Goods Agreement and that LICENSEE is terminating this Agreement, which second notice shall become effective on the date the second notice is issued by LICENSEE.

C. Right to Terminate for Material Breach. In the event that either Party materially breaches this Agreement in a manner not covered by Sections 13(A) or 13(B), the non-breaching Party shall give written notice to the breaching Party stating the manner of such material breach. In the event that the breaching Party fails to cure the breach within ninety (90) days after the date of the notice, the non-breaching Party shall provide the breaching Party with a second written notice that the issue has not been cured or corrected within the cure period and that the non-breaching Party is terminating this Agreement, which second notice shall become effective on the date the second notice is issued by the non-breaching Party.

D. Termination for Convenience. After the third anniversary of the Agreement Date, this Agreement may be terminated by either Party for convenience upon ninety (90) days' written notice to the other Party.

14. POST TERMINATION RIGHTS

A. Subject to Section 14(C), upon the expiration or termination of this Agreement, the License shall immediately terminate and revert to LICENSOR, and LICENSEE shall immediately discontinue all use of the Property, at no cost whatsoever to LICENSOR.

B. Subject to Sections 8(F) and 14(C), upon the expiration or termination of this Agreement for any reason whatsoever, LICENSEE shall, to the extent permitted by Applicable Law in the Territory and in the State of Colorado, immediately deliver to LICENSOR (i) all Property in LICENSEE'S possession, (ii) all material in LICENSEE'S possession relating to the Property, except to the extent LICENSEE needs to retain a copy of any such material for regulatory, legal, or financial reasons, and (iii) all of LICENSOR'S Confidential Information disclosed to LICENSEE or its Sublicensees under this Agreement. LICENSOR shall return all of LICENSEE'S Confidential Information disclosed to LICENSOR under this Agreement.

C. Notwithstanding the foregoing, upon expiration or termination of this Agreement, and to the extent permitted by Applicable Law, LICENSEE may continue to sell any Licensed Products in its possession at the time of the expiration or termination, which sales shall be made pursuant to the terms and conditions of this Agreement, including the License rights granted herein, for a period of ninety (90) days, after which time LICENSEE may (i) return the Licensed Products to LICENSOR for a refund, or (ii) sell the Licensed Products to LICENSOR'S new licensee(s) in the Territory, if any. After the completion of 14(C)(i) or 14(C)(ii), LICENSOR may sell Licensed Products in the Territory. Following termination or expiry of the Agreement, all provisions which by their nature should survive termination or expiry, will survive such termination or expiry.

D. Except in the case of termination of this Agreement as a result of LICENSOR'S material breach, upon the expiration or termination of this Agreement, LICENSEE shall immediately pay all amounts due and owing through the date of such expiration or termination. If this Agreement is terminated due to LICENSOR'S material breach of this Agreement, LICENSEE shall proceed in the manner set forth in Section 3(D).

15. INFRINGEMENTS

A. In the event either Party becomes aware of any actual or suspected infringement of the Property, or use by any third party of a trademark, service mark, copyright, copyrightable material, or other material that would reasonably be expected to cause consumer confusion with the Property, that Party shall promptly notify the other Party, in writing and provide the details of such infringement or use (each of which is an "**Infringement Notice**"). Each Party shall use diligent, commercially reasonable efforts, in cooperation with each other, to terminate such infringement or use without litigation, provided that such termination is upon terms acceptable to

LICENSOR, and provided that if the settlement or compromise of any such claim materially affects the rights of the any Party, or the performance of any Party's rights and obligations under this Agreement, the settling entity shall obtain the prior written consent of the Parties and Sublicensees, which shall not be unreasonably withheld or delayed.

B. Initially, LICENSOR shall have the sole and exclusive right, in its discretion, to institute and prosecute lawsuits or other actions against third persons for infringement of the Property, the Licensed Products, and the License. LICENSOR shall have sole responsibility for paying any and all costs and attorneys' fees that LICENSOR incurs in connection with or as a result of such legal proceedings or other actions, and LICENSOR shall bear the sole responsibility for paying any judgments, settlements, sanctions, attorney fee awards, cost awards, other awards, penalties, interest, or other amounts assessed as a result of such lawsuits or actions. All sums LICENSOR recovers in any such lawsuits or actions, whether by judgment, settlement, or otherwise, shall go first to reimburse LICENSOR for the attorneys' fees and costs it incurred in the prosecution of such lawsuits or actions, and second to compensate LICENSOR for any damages sustained as a result of such infringement or use, and third to compensate LICENSEE and its Sublicensees, on a pro rata basis, for any damages sustained as a result of such infringement or use. The foregoing provisions shall continue to apply with respect to the registration and infringement of any KEEF trademarks in the Territory, which LICENSOR shall pursue in all cases. Except with respect to registration of KEEF trademarks in the Territory and infringement matters for these marks, where LICENSOR shall be solely responsible for taking steps in the Territory, if LICENSOR does not take commercially reasonable steps to terminate the infringement within thirty (30) days after its receipt of an Infringement Notice, or if LICENSEE reasonably believes that they must take immediate action to protect their respective legal rights or business operations, then LICENSEE in its discretion, shall have the right to institute and prosecute lawsuits or other actions against third persons for infringement of the Property, the Licensed Products, and the License. In the event that LICENSOR fails to institute and prosecute such lawsuits or other actions, and LICENSEE elects to institute and prosecute such lawsuits or other actions, then LICENSEE shall have responsibility for paying any and all costs and attorneys' fees incurred in connection with or as a result of such legal proceedings or other actions, and LICENSEE shall bear the responsibility for paying any judgments, settlements, sanctions, attorney fee awards, cost awards, other awards, penalties, interest, or other amounts assessed as a result of such lawsuits or actions. All sums LICENSEE recovers in any such lawsuits or actions, whether by judgment, settlement, or otherwise, shall go first to reimburse the entities that instituted and prosecuted such lawsuits or actions for the attorneys' fees and costs incurred in the prosecution of such lawsuits or actions, and second to LICENSEE and Sublicensees, on a pro rata basis, for any damages sustained as result of such infringement or use and then to compensate the LICENSOR, for any damages sustained as a result of such infringement or use, and third to the entities that instituted and prosecuted such lawsuits or actions if not the LICENSEE. LICENSEE shall have no responsibility or obligations to address infringement or registration issues for the KEEF trademarks in the Territory unless LICENSEE expressly assumes such responsibilities or obligations. The Parties shall have the right and option, at each of their sole discretion, to join any lawsuits or other actions brought by any Party to contest any infringement or use, and in that case each Party shall be responsible for their own costs and attorneys' fees incurred in connection with or as a result of such legal proceedings or other actions. No Party may settle any lawsuit or other action brought pursuant to Section 15(B),

in whole or in part, without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld or delayed.

C. Each Party agrees to fully cooperate with the party prosecuting an action pursuant to Section 15(B), as reasonably requested, in the prosecution of any such suit against a third party and shall execute all papers, testify on all matters, and otherwise reasonably cooperate in the prosecution of any such lawsuit.

16. INDEMNITY

A. Mutual Indemnity. Each Party agrees to indemnify, defend and hold harmless the other and its officers, directors, shareholders, members, managers, employees, agents, successors and permitted assigns from and against any and all claims, threats, liabilities, taxes, interest, fines, penalties, suits, actions, proceedings, demands, damages, judgments, awards, sanctions, penalties, losses, costs and expenses of every kind and nature (including the reasonable fees of attorneys, accountants and expert witnesses) (collectively, “Losses”) arising out of (i) any breach or inaccuracy of any representation or warranty made by the indemnifying party in this Agreement, (ii) any breach or noncompliance of the indemnifying party of any covenant or agreement made in this Agreement, and (iii) any negligent acts, omissions or conduct of the indemnifying party, including without limitation, any bodily injury or death of any person to damage to real or to tangible personal property caused by the negligent acts or omissions of the indemnifying Party. This provision shall apply only to third-party claims.

B. Infringement Indemnity. LICENSOR shall indemnify, defend and hold harmless LICENSEE and its shareholders, members, officers, directors, managers, employees, agents, Sublicensees, successors and assigns, from and against (i) any third party claims alleging that LICENSOR’S grant and license of any of the Property or LICENSEE’S use of any of the Property infringes any patent, copyright, trade secret or other intellectual property right of any third party and (ii) any Losses incurred by LICENSEE in connection with such claims, except to the extent the claim is caused by misuse or modification by LICENSEE (except as authorized by LICENSOR) or by LICENSEE’S use of LICENSOR Property in combination with any product not owned by or developed by LICENSOR, provided that such combination is not required to manufacture the Licensed Products in accordance with the Specifications and Standard Operating Procedures. Without limiting the obligation of LICENSOR to indemnify as noted above, if any Property infringes, or in the opinion of LICENSOR is likely to infringe, any third party intellectual property right, LICENSOR shall, in addition to the above indemnity, at its sole option and expense, either: (i) procure for LICENSEE the right to continue to use the Property and the Licensed Products, as set forth in this Agreement; (ii) replace the Property with functionally equivalent non-infringing property; (iii) modify the Property to make its functionally equivalent use non-infringing; or (iv) terminate LICENSEE’S right to use the Property and provide LICENSEE a pro-rata refund of the Licensor Compensation paid under Section 3(A) of this Agreement.

C. Procedures. In the event of a claim for which either Party is entitled to indemnification under this Section 16, the Party seeking indemnification shall: (i) give the other Party prompt written notice of the relevant claim; and (ii) reasonably cooperate with the other Party, at the other Party’s expense, in the defense of any such claim; and (iii) give the other Party the right

to control the defense and settlement negotiations of any such claim; provided that LICENSOR will have the right to retain control of the defense and settlement of any claim described in Section 15(B), provided that such Party may not settle any Claim unless the settlement unconditionally releases the Indemnified Party of all liability and provided further that if the settlement or compromise of any such claim materially affects the rights of the other Party or the performance of the other Party's rights and obligations under this Agreement, the settling Party shall obtain the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

17. INSURANCE

Except as the Parties may agree otherwise in writing, LICENSEE shall on or prior to the Effective Date and throughout the Term of this Agreement, and for a period of sixty (60) days following expiration of the Term of this Agreement, and at each respective entity's sole cost and expense, obtain and maintain from a qualified insurance company licensed to do business in the Territory, to the extent such insurance is available for this industry at commercially reasonable rates in the Territory, comprehensive general liability insurance for bodily injury and/or for property damage in the amount of One Million Canadian Dollars ("**Liability Insurance**"), which policy shall name LICENSOR as an additional insured. Such policy shall provide protection against claims, demands and causes of action arising out of the negligent acts or omissions of LICENSEE in the conduct and operation of its business. The policy shall provide for thirty (30) days' prior written notice from the insurer to LICENSOR by Registered or Certified Mail, return receipt requested, in the event of any modification, cancellation or termination of such policy.

On or before the Effective Date, LICENSEE shall provide LICENSOR with a certificate of insurance demonstrating its compliance with Section 17, and in no event shall LICENSEE or the Sublicensees manufacture, distribute, advertise, or sell Licensed Products before LICENSEE and each Sublicensee in existence as of the Effective Date delivers such certificate of insurance to LICENSOR. Every year thereafter, annually on or before the anniversary of the Effective Date, and continuing up to but not beyond the expiration or termination of this Agreement, LICENSEE and each Sublicensee at that time shall provide LICENSOR with a certificate of insurance demonstrating its continued compliance with Section 17, and in the event that LICENSEE or any Sublicensee in existence at that time has not provided LICENSOR with a certificate of insurance demonstrating its continued compliance with Section 17, neither LICENSEE nor the Sublicensees shall manufacture, distribute, advertise, or sell Licensed Products until LICENSEE have provided LICENSOR with a certificate of insurance demonstrating its continued compliance with Section 17.

18. LIMITED WARRANTIES; DISCLAIMER; LIMITATION OF DAMAGES

LICENSOR REPRESENTS AND WARRANTS THAT IT HAS THE RIGHTS NECESSARY TO LICENSE THE PROPERTY AS DESCRIBED IN THIS AGREEMENT.

EXCEPT AS SET OUT IN THIS AGREEMENT, LICENSOR MAKES NO EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS OR EFFICACY FOR A PARTICULAR PURPOSE OF THE PROPERTY OR THE LICENSED PRODUCTS.

FURTHER, LICENSOR MAKES NO REPRESENTATIONS REGARDING, AND SHALL NOT BE HELD LIABLE FOR, THE PROFITABILITY OF LICENSED PRODUCTS.

IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR BUSINESS INTERRUPTION DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, ((B) WHETHER ANY PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR AN AMOUNT IN EXCESS OF THE TOTAL OF THE LICENSOR COMPENSATION PAID OR TO BE PAID TO LICENSOR UNDER THIS AGREEMENT; PROVIDED HOWEVER THAT THIS LIMITATION OF DAMAGES SHALL NOT LIMIT ANY PARTY'S LIABILITY FOR BREACH OF ANY CONFIDENTIALITY OBLIGATION UNDER SECTION 8 OR ANY BREACH OF REPRESENTATIONS OR WARRANTIES, LIMIT ANY PARTY'S OBLIGATION TO INDEMNIFY ANY OTHER PARTY FOR THIRD PARTY CLAIMS UNDER SECTION 15, LIMIT ANY PARTY'S OBLIGATION TO INDEMNIFY ANY OTHER PARTY FOR THIRD-PARTY CLAIMS UNDER SECTION 16, LIMIT ANY LIABILITY INSURANCE PROCEEDS PAYABLE TO LICENSOR UNDER SECTION 17, LIMIT ANY PARTY'S LIABILITY AS A RESULT OF SUCH PARTY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT NOR LIMIT ANY PARTY'S LIABILITY FOR INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY.

19. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, excluding its choice of law rules. In the event of any disagreement related to or arising from this Agreement the Parties shall attempt to resolve all disputes promptly by negotiation between their respective executives with authority to settle such matters. If any such dispute is not so resolved, the Parties and Sublicensees shall resolve such dispute through binding Arbitration before the British Columbia International Commercial Arbitration Centre under its International Commercial Arbitration Rules of Procedure. . The panel shall consist of one arbitrator and the appointing authority shall be the British Columbia International Commercial Arbitration Centre. Each Party and Sublicensee that is a party to such arbitration shall pre-pay the arbitration fee on a pro rata basis, and shall bear its own attorneys' fees and costs during the course of the arbitration, provided that at the conclusion of the arbitration, the prevailing Party or Sublicensee, as determined by the Arbitrator, shall be entitled to recover its attorneys' fees and costs from any non-prevailing Party or Sublicensee. Any such arbitration shall be held in Vancouver, British Columbia, and any such arbitration award shall be enforceable in any court of competent jurisdiction. Notwithstanding the above arbitration provision, nothing herein shall preclude

either party from applying to a court of competent jurisdiction for an order enjoining any activity by the other party pending the hearing of the arbitration.

20. REMEDIES

Each Party and Sublicensee acknowledges and agrees that a breach of Section 8 may result in immediate and irreparable damage to any non-breaching Party or Sublicensees, and may possibly result in harm to third parties, and that money damages alone may be an inadequate remedy for any such breach, and that, upon any actual or threatened breach of Section 8, and in addition to any other legal remedies that may be available to the non-breaching Party or Sublicensees, the non-breaching Party or Sublicensees shall be entitled to seek equitable relief, including, but not limited to, preliminary and permanent injunctions, without the necessity of posting a bond or other security and without any showing of actual damages.

All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by any Party or Sublicensee of any right or remedy granted herein does not preclude the exercise of any other rights or remedies that such Party or Sublicensee may now or subsequently have available at law, in equity, by statute, in any other agreement between the Parties and Sublicensees, or any of them, or otherwise.

21. ADDITIONAL TERMS

A. United States and Mexico Expansion. Subject to mutually agreeable terms negotiated in good faith by the Parties, LICENSOR agrees to assist LICENSEE in the manufacturing, marketing, distributing and selling of BevCanna's beverage products in the United States and Puerto Rico, and in Mexico if LICENSOR expands into MEXICO, by providing LICENSEE with access to LICENSOR'S co-packer and distribution network through adding BevCanna products to LICENSOR Products offered to its co-packers and distribution networks. The Parties will determine the appropriate economic terms, product launch mix and timing for each individual US market based on LICENSOR'S existing offerings and market dynamics.

B. European Expansion. If LICENSEE begins to export LICENSEE products to the European market, directly or through licensing agreements, LICENSOR and LICENSEE agree to negotiate in good faith expansion of the Territory into the European market to export LICENSOR products.

C. Powder Technology First Right of Refusal. If LICENSEE acquires the rights to proprietary water-soluble THC and CBD powder technology, LICENSEE agrees to provide LICENSOR a right of first refusal to evaluate such technology and negotiate terms for the non-exclusive right to license such technology in the United States.

22. AGREEMENT BINDING ON SUCCESSORS

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and permitted assigns.

23. WAIVER

No waiver by either Party of any default shall be deemed or implied to be a waiver or forbearance of any prior or subsequent default of the same or other provisions of this Agreement.

24. SEVERABILITY

It is the desire and intent of the Parties that this Agreement be enforced to the fullest extent permissible by law. Accordingly, if any term, clause or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalid term, clause or provision shall be deemed to be severed from the Agreement. Such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement, all of which will remain enforceable to the fullest extent permissible by law, nor shall any invalid term, clause, or provision severed from this Agreement in one jurisdiction automatically preclude the application of such term, clause, or provision in any other jurisdiction.

25. NO JOINT VENTURE; NO THIRD-PARTY BENEFICIARIES

A. Nothing contained herein shall constitute the relationship by and between the Parties to be a relationship of employment, joint venture, partnership, or franchise. No Party or Sublicensee shall have the right to obligate or bind any other Party or Sublicensee, except that through the operation of sublicense agreements, LICENSOR may bind the sublicensees to the terms of this Agreement and the Sale of Goods Agreement. Nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons, except under an approved sublicensee agreement. While this Agreement is not considered a joint venture, the Parties acknowledge that the relationship between the Parties may evolve into a joint venture relationship pursuant to terms agreed to by the Parties in writing.

B. The rights of LICENSOR under this Agreement to review and approve of the Licensed Products for adherence to LICENSOR'S quality standards, as set forth in the SOPs, and the rights of LICENSOR to inspect LICENSEE'S facilities and operations, do not provide LICENSOR any right to control or otherwise dictate the method or means of the manufacture or distribution operations of LICENSEE or the Sublicensees.

C. With the exception of the Parties to this Agreement, the indemnified parties, and each of their respective legal representatives, successors, and permitted assigns, there shall exist no right of any person or entity to claim a beneficial interest in this Agreement or any rights arising by virtue of this Agreement.

26. ASSIGNABILITY

Neither Party may assign any of its rights or delegate any of its duties under this Agreement without obtaining the prior written approval of the other Party, which consent shall not be unreasonably withheld or delayed, provided that either Party may assign this Agreement to an Affiliate following ninety (90) days advance written notice to the other Party, and provided that either Party may assign this Agreement to a purchaser of all or substantially all of its

business (whether by sale of its assets or equity or by merger) following ninety (90) days advance written notice to the other Party and provided, however, that such assignment will not be valid unless the assigning Party causes the third party purchaser to assume all the of the rights and obligations of the assigning Party under this Agreement.

27. INTEGRATION

This Agreement and the Sale of Goods Agreement, (the “**Agreements**”) constitute the entire understanding of the Parties with respect to the subject matter herein, and revoke and supersede all prior agreements between the Parties with respect to the subject matter herein.

28. CONSTRUCTION

Each Party hereto acknowledges and agrees that all subject matter contained within this Agreement, and all provisions, terms, and conditions hereof were the result of negotiations and collective drafting efforts by all Parties, and that every provision, promise, representation, covenant, term, and condition contained herein shall be construed simply, according to its plain and fair meaning, and not strictly for or against any Party.

29. AMENDMENT

This Agreement may not be amended, modified, or changed, except by a written instrument signed and dated by all Parties, which specifically refers to this Agreement, and identifies the terms and conditions being amended, modified, or changed, along with the substance of such amendment, modification, or change. Any such amendment, modification, or change shall become effective only when signed and dated by all Parties.

30. FORCE MAJEURE

Neither Party shall be liable to the other Party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in performing any term of this Agreement when the time of such performance is due, to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of such Party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, civil unrest, national emergency, revolution, insurrection, epidemic, restraints or delays affecting carriers, unavailability of raw materials, unavailability of necessary equipment, change in law that renders performance under this Agreement impossible, illegal, or commercially impracticable, telecommunication breakdown, or power outage, where such acts or circumstances persist for thirty (30) days, or cumulatively for a total of ninety (90) days, during the Term of this Agreement.

31. COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this

Agreement delivered by either facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

SCHEDULE A

"INFORMATION REDACTED"

SCHEDULE A (Cont'd)

"INFORMATION REDACTED"

SCHEDULE B

"INFORMATION REDACTED"

SCHEDULE C

"INFORMATION REDACTED"

SCHEDULE C (Cont'd)

"INFORMATION REDACTED"

SCHEDULE D

"INFORMATION REDACTED"

SCHEDULE E

"INFORMATION REDACTED"

SCHEDULE F

Licensor Compensation for Brand Marketing and Advertising, Product Launch and Market Development Costs

General Marketing in Territory

1. Licensor Obligations:
 - a. Ongoing Brand awareness and development (multi-state)
 - b. Ongoing Brand and product advertising (multi-state)
 - c. Initial Product Development Costs:
 - i. Market-specific design and development assistance
 - ii. Product launch advertising assistance
2. Licensor Compensation:
 - a. \$1,000 per month, payable on the first day of each month beginning with the Effective Date and which payments shall end upon the termination or expiration of this Agreement.

Territory Specific Marketing

1. Licensor Obligations:
 - a. Online marketing (examples – Weed Maps; Sensi Media, etc.)
 - b. Dispensary finder for Territory
 - c. Social media advertising
 - d. Provide LICENSEE with ongoing sales and competitive analysis
2. Licensor Compensation:
 - a. \$1,000 per month, payable on the first day of each month, beginning with the Effective Date, and which payments shall end upon the termination or expiration of this Agreement.
 - b. Any additional services or scope, and any related additional compensation, will be upon mutual agreement of the Parties from time to time.

Production Support, Troubleshooting and other Market Support Services

1. Licensor Obligations:
 - a. Provide production assistance and troubleshooting as needed.
 - b. Provide Sales support services as requested, including in-market support.
2. Licensor Compensation:
 - a. Fees for services and out-of-pocket expenses as agreed between the Parties.
 - b. Billed by Licensor monthly, with payment due thirty (30) days after the invoice date.