

# LICENSING AGREEMENT

THIS AGREEMENT is dated this 19<sup>th</sup> day of February, 2021.

**BETWEEN: 1150641 B.C. Ltd.**

a B.C. company having an office at [REDACTED]  
[REDACTED]

(hereinafter known as the “**Licensor**”)

**AND**

**SureNano Science Ltd.,**

a B.C. company having its head office at #350 – 1650 West 2<sup>nd</sup> Avenue,  
Vancouver, British Columbia, V6J 1H4,

(hereinafter known as “**SureNano Science**”)

(each a “**Party**”)

## WHEREAS

- A. The Licensor developed and commercializes and distributes the LP Products in North America;
- B. The Licensor has developed and holds certain rights associated with the LP Products as described herein;
- C. The Licensor and SureNano Science signed a Letter of Intent dated January 27, 2021, for SureNano Science to acquire the rights and licenses in the province of Ontario; and
- D. The Licensor has agreed to grant additional rights and licenses to SureNano Science for the use of the LP Products,

**NOW THEREFORE** in consideration of the sum of \$10.00 now paid by SureNano Science to the Licensor, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

## 1. DEFINITIONS

1.1 Where used herein or in any schedules or amendments hereto, the following terms shall have the following meanings:

“**Affiliate**” means with respect to any person, any other person controlling, controlled by or under common control with such person, with “control” for such purpose meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities or voting interests, by contract or otherwise.

“**Europe**” means the continent of Europe, including the United Kingdom.

“**LP Products**” means those physical and intellectual assets as more particularly described in Appendix “A” hereto, as developed by the Licensor, or which may be modified by the Licensor; and all modifications, variations and improvements thereto; including all names, trade names, trade marks, insignias, labels, slogans and other identification schemes, service marks and and/or applications that may

be used from time to time by the Licensor with respect to the LP Products or the underlying technology or intellectual property.

“**Licence**” has the meaning ascribed to it in Section 2.1.

“**Licence Fee**” has the meaning ascribed to it in Section 3.1.

“**Licensor**” is 1150641 B.C. Ltd.

“**Term**” has the meaning ascribed to it in Section 8.1.

“**Territory**” means the country of Canada.

“**Net Sales**” means, SureNano Science’s invoice price of products sold that use or incorporate the LP Products less returns, allowances, customer program rebates, sales, use or value-added taxes, and trade discounts.

“**Payment Date**” means a date or time listed in Section 3.1 for the payment of a License Fee.

“**Royalty**” has the meaning ascribed to it in Section 3.2.

1.2 All dollar amounts herein are in Canadian dollars unless otherwise stipulated.

## 2. EXCLUSIVE LICENCE

2.1 The Licensor hereby grants to SureNano Science the following exclusive licenses and rights and within the Territory, with no reservation of the continued right to use by the Licensor:

- (a) to make, have made, use, offer to sell, sell, and import products containing or utilizing the LP Products and their underlying technology and intellectual property; and,
- (b) to grant or enter into licenses, sub-licenses or agreements with third parties with respect to the exploitation of the LP Products.

(the “**Licence**”)

2.2 The Licensor also grants to SureNano Science the first right of refusal over licenses and rights to the LP Products in Europe over the life of this Agreement, including the renewal set out in Section 8.1. In the event that the Licensor determines to license or otherwise grant, sell or dispose of licenses and rights to the LP Products in Europe, the Licensor will notify SureNano Science and give it 30 calendar days to give notice to the Licensor of SureNano Science’s wish to acquire such rights and, in the event such notice is given to the Licensor by SureNano Science, a further 60 calendar days to agree and conclude the terms of the acquisition of such rights with the Licensor. In the event that the notice described above is not sent by SureNano Science within the 30-day period or the terms of the acquisition of the rights are not agreed to between the Parties within the further 60-day period, the Licensor will be free to offer the rights in question to third parties.

2.3 This Agreement replaces, in its entirety, the Letter of Intent dated January 27, 2021 between the Parties.

### **3. LICENCE FEE AND ROYALTIES**

3.1 In consideration of the rights and licenses granted to SureNano Science, SureNano Science agrees to pay to the Licensor the following:

- (a) \$50,000 within 3 business days of signing this Agreement;
- (b) \$50,000 on March 31, 2021;
- (c) \$50,000 on June 30, 2021; and,
- (d) \$50,000 on September 30, 2021.

(each a “**Licence Fee**”)

3.2 SureNano Science agrees to pay to the Licensor an on-going royalty calculated as 25% of Net Sales (the “**Royalty**.”) The Royalty will be paid hereunder, commencing from the date of this Agreement, and continuing for ten (10) years.

3.3 Net Sales will be calculated based on SureNano Science’s fiscal year end and quarterly financial statements, as prepared by SureNano Science in accordance with International Financial Reporting Standards.

3.4 Royalties will be paid by SureNano Science to the Licensor quarterly, within thirty (30) days following the end of each fiscal quarter. Each payment will be accompanied by a report outlining unit and dollar sales of products utilizing the LP Products, and a determination of Net Sales, for that quarter.

3.5 All payments made by SureNano Science to the Licensor hereunder shall include any applicable taxes that may be imposed; provided that SureNano Science is entitled to withhold from any such payments due to the Licensor any applicable income taxes which SureNano Science is legally required to withhold and pay to appropriate taxing authorities. In the event that such taxes are withheld by SureNano Science, it shall, upon payment of same, deliver to the Licensor official receipts or certificates for the payment of any such required taxes as sufficient support of any claims made by the Licensor for any applicable tax benefit or credit with respect thereto. Any taxes payable by SureNano Science shall not form any part of the royalty payable to the Licensor.

3.6 In the event any Royalty is not paid by SureNano Science when due, interest on such unpaid amount will be payable at a rate equal to 8% per annum.

### **4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY**

4.1 The Licensor hereby represents, warrants and covenants in favour of SureNano Science that:

- (a) The Licensor is the sole owner of all right, title and interest in and to the LP Products;
- (b) The Licensor will maintain the LP Products in good standing and will bring suit or defend a declaratory judgment action to stop infringement of any Licensed Patent; and
- (c) The LP Products include all intellectual property that is necessary or useful for SureNano Science to make, have made, offer to sell, sell, and import products containing or utilizing the LP Products and its underlying technology.

4.2 In the event the Licensor elects not to defend or prosecute a matter involving the LP Products, SureNano Science may, but is not obligated, to carry on such defense or prosecution at SureNano Science’s cost, which cost will be offset from any subsequent royalties payable hereunder.

## **5. DUTIES AND OBLIGATIONS OF SURENANO SCIENCE**

5.1 SureNano Science will not make or permit to be made any representation concerning the Licensor or the LP Products other than representations which are truthful and accurate.

5.2 SureNano Science shall refrain from committing any act or pursuing any course or conduct which would tend to bring the Licensor or the LP Products into disrepute.

## **6. TITLE AND INDEMNITY**

6.1 Other than the licenses granted herein, all interests in the LP Products, and the underlying technology and intellectual property will be and remain the property of the Licensor.

6.2 SureNano Science agrees to indemnify and hold the Licensor harmless from and against all liabilities, costs and damages which may arise or result from SureNano Science's or its Affiliates' acts or omissions in connection with its business operations and all matters pertaining to the LP Products.

6.3 the Licensor agrees to indemnify and hold SureNano Science harmless from and against all liabilities, costs and damages which may arise or result from any claim that the manufacture, use, sale, offer for sale or importation of any products containing or utilizing the LP Products and its underlying technology infringes any patent or other intellectual property right of any third party as it relates to the LP Products.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 It is a fundamental term of this Agreement that:

- (i) all present and future LP Products and the underlying technology and intellectual property associated therewith belongs to and is owned exclusively by the Licensor; and
- (ii) all future enhancements, improvements, derivatives, modifications and replacements made to the LP Products and the underlying technology and intellectual property associated therewith, whether developed by the Licensor alone and/or jointly by the Licensor and SureNano Science, will belong to and be owned exclusively by the Licensor.

7.2 The parties agree that all future enhancements, improvements, derivatives, modifications and replacements of the LP Products shall form part of the LP Products being licensed to SureNano Science hereunder.

## **8. TERM, TERMINATION AND SURVIVAL**

8.1 This Agreement shall commence on the date above stated and remain in force for ten (10) years (the "**Term**"), SureNano Science, in its sole discretion and option, may renew this Agreement for an additional ten (10) years upon written notice to the Licensor prior to the expiration of the Term.

8.2 The Licensor shall have the right to terminate this Agreement, and the rights and licenses granted to SureNano Science forthwith and without notice, upon the happening of any one or more of the following events:

- (a) If SureNano Science fails or refuses to pay promptly any amount payable under this Agreement when and as same shall become due and payable, and such default shall continue for a period of thirty (30) days after written notice thereof has been given by the Licensor to SureNano Science;
- (b) if SureNano Science becomes insolvent or ceases to carry on business, or takes any action to liquidate substantially all of its assets, or stops making payments in the usual course of business, (provided that the foregoing shall not be construed so as to prohibit a bona fide reorganization of SureNano Science); or if SureNano Science makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed against and consented to by SureNano Science and such petition is not dismissed within ninety (90) days, or SureNano Science is adjudicated bankrupt; or if a receiver or any other person with like powers shall be appointed to take charge of and liquidate all or any part of SureNano Science's business, property or assets, or if an order shall be made or resolution passed for the winding-up or the liquidation of SureNano Science or if SureNano Science adopts or takes any corporate proceedings for its dissolution or liquidation; or
- (c) if SureNano Science should fail to comply with any other material requirement or obligation imposed upon SureNano Science by this Agreement and such default shall not be cured within thirty (30) days after receipt of written notice to cure from the Licensor, or if SureNano Science does not take and diligently pursue reasonable steps to cure such default.

**(“Termination”)**

8.3 Subject to Section 8.4, upon Termination, all rights of SureNano Science under this Agreement shall cease forthwith. In the event of Termination prior to a Payment Date, the Licence Fee due pursuant to Section 3.1 on each Payment Date that is preceded by Termination shall not be or become due or payable to the Licensor by SureNano Science.

8.4 The following obligations of the parties shall survive termination of this Agreement:

- (a) payment of any outstanding royalties by SureNano Science, pursuant to Sections 3.1 – 3.6; and,
- (b) the covenants contained in Section 10.1.

## **9. NON-DISCLOSURE OF INFORMATION**

9.1 The parties hereby acknowledge that the information contained herein and all other information, whether oral or written, otherwise disclosed by one party to the other pursuant to this Agreement has been disclosed in the strictest confidence and, accordingly, each hereby covenants and agrees that it will not, without the prior written approval of the other party or otherwise than in accordance with the terms of this Agreement, either during the term of this Agreement, or at any time thereafter anywhere in the world, make use of, for its own use or otherwise, or disclose any information with respect to the LP Products or the underlying technology or intellectual property, or the business or affairs of the other that it may obtain pursuant to this Agreement. Excluded from this requirement of non-disclosure is knowledge in the public domain, information disclosed to a potential business partner or investor under an obligation of confidentiality no less strict than those set forth herein, and information required by either party to be disclosed as part of its continuous public disclosure obligations.

## **10. GENERAL PROVISIONS**

10.1 During the term of this Agreement, and for a period of six years thereafter, each party agrees not to challenge (i) the validity of this Agreement or the Licence granted hereunder, or (ii) the other party's

ownership, validity or other rights with respect to such other party's intellectual property, subject to the other party remaining in good standing under this Agreement.

10.2 If for any reason whatsoever, any term or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to parties or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

10.3 Any notice, consent or other communication required or permitted to be given hereunder will be in writing and will be given by email, or other means of electronic communication or by delivery as hereafter provided. Any such notice or other communication, if sent by email or other means of electronic communication, will be deemed to have been received on the earlier of (x) the date upon which such communication is acknowledged by recipient and (y) the Business Day following the day it was sent, or if delivered by hand will be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address will also be governed by this Section 10.3. Notices and other communications will be addressed as follows:

(a) if to the Licensor:

Address: [REDACTED]  
Attention: Mark Scott  
Email: mark@activatednano.com

(b) if to SureNano Science:

Address: 350 – 1650 West 2<sup>nd</sup> Avenue, Vancouver, BC, V6J 1H4  
Attention: Charles MaLette  
Email: bud@surenano.com

Notwithstanding the foregoing, any notice or other communication required or permitted to be given by any party pursuant to or in connection with any arbitration procedures contained in this Agreement or any Schedule hereto may only be delivered by hand.

10.4 Subject to Section 10.1, any controversy or claim arising out of or in relation to this Agreement shall be finally settled by a single arbitrator in accordance with the rules of the *Arbitration Act*, of British Columbia. The substantive law governing this Agreement and the annexes hereto shall be the laws of the Province of British Columbia. The parties expressly agree to confer upon the arbitrators the powers to fill gaps, cure contractual omissions and to perform all other activities which they may deem necessary and/or opportune. The place of arbitration shall be at Vancouver, B.C. The parties undertake to fully and punctually abide by the award rendered by the arbitrators. Failing such a voluntary compliance, judgment upon the award or any other appropriate procedure may be entered or sought in any court having jurisdiction thereof to secure enforcement of said award. The arbitrator will determine who will bear the costs of arbitration.

10.5 Notwithstanding anything in the foregoing Section 10.4 to the contrary, to the extent that either party's legal rights would be materially adversely affected by the arbitration procedures (as, for example, in case of a compelling need for immediate injunctive relief), the aggrieved party may file an action with the applicable court within the territory in which the other party resides, it being understood that matters which can be fairly adjudicated by arbitration shall still be subject to the jurisdiction of arbitrators in accordance with Section 10.4.

10.6 References in this Agreement to “Section” or “Appendix” refer to sections or appendices contained in this Agreement unless otherwise specifically stated.

10.7 Each party acknowledges that it has conducted an independent investigation of the matters dealt with by this Agreement and acknowledges and recognizes that the business venture contemplated by this Agreement involves business risks and the success thereof would be largely dependent upon the ability of the other party. Each expressly disclaims the making of, and the other acknowledges that it has not received any warranty, representation or guarantee, expressed or implied, as to the potential volume of sales, profits or success of the business venture contemplated by the granting of this license.

10.8 Each of the parties covenant and agree to execute and deliver such further and other agreements or documents and to cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement.

10.9 This Agreement may be executed and delivered in counterparts and electronically, with the same effect as if all parties had originally signed and delivered the same document, and all electronically signed counterparts shall be construed together to be an original and will constitute one and the same agreement.

#### **INDEPENDENT LEGAL AND TAX ADVICE**

11.1 The Licensor acknowledges that counsel for SureNano Science has acted as counsel only to SureNano Science and the Licensor acknowledges and confirms that it has been advised to seek, and has sought or waived, independent tax and legal advice with respect to this Agreement and that counsel for SureNano Science is not protecting the rights and interests of the Licensor.

11.2 To the extent that the Licensor declines to receive independent tax and legal advice in relation to this Agreement, the Licensor hereby waives that right, should a dispute later develop, to rely on its lack of independent tax and legal advice to avoid its obligations, to seek indulgences from SureNano Science or its representatives or assigns, or to otherwise attack, in whole or in part, the integrity of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have caused their duly authorized officers to execute this Agreement on the date first above written.

<b>1150641 B.C. LTD.</b> By Its Authorized Signatory:  <i>“Mark Scott”</i> <hr/> Mark Scott, Director	<b>SURENANO SCIENCE LTD.</b> By Its Authorized Signatory:  <i>“Charles MaLette”</i> <hr/> Charles MaLette, Director
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**Appendix “A”  
to that Licencing Agreement between 1150641 B.C. Ltd. and SureNano Science Ltd.**

**Description of the LP Products:**

SureNano™ surfactant