

## LICENSE AGREEMENT

This License Agreement (this "**Agreement**") effective as of the date of the last signature below (the "**Effective Date**") by and between New Age Nanotech LLC ("**NAN**"), a Delaware limited liability company with an address of 521 Fifth Avenue, Floor 17, New York, NY 10175, and the entity whose name and other information is set forth in Schedule A, attached hereto and made a part hereof ("**Schedule A- License Details**") ("**Licensee**") (NAN and Licensee are each a "**Party**" and together, the "**Parties**").

**WHEREAS**, Licensee's business is set forth in Schedule A (collectively, "**Licensee Business**");

**WHEREAS**, NAN has developed, owns and has pending patent applications before the Canadian Intellectual Property Office, the United States patent & Trademark Office, the Australian Patent Office and the European Patent Office for a certain nano-technology and related inventions and developments described in such patent applications able to efficiently convert oil-based products into water-soluble oil (collectively the "**WSO**"), which is marketed by NAN in association with the trademark Solutech™.

and

**WHEREAS**, LICENSEE desires a license to NAN's WSO technology, with certain features, as set forth in Schedule A and the related WSO know-how owned by NAN (collectively, the "**NAN IP**") for use in the development and use of Licensed Products (defined below).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

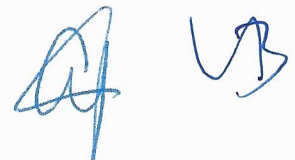
### **I. GRANT OF LICENSE**

#### **(a) Grant of License**

Subject to the terms of this Agreement, NAN hereby grants to LICENSEE during the Term (defined below) a limited, with or without exclusivity as specified in Schedule A, non-transferrable (except as otherwise expressly specified herein), non-sublicensable (except in strict accordance with Article I.(e) and Schedule A below), license to make, have made, use, offer to sell, and sell, any finished retail products in the Field (defined in Schedule A) in the Territory (defined below) which utilize or encompass the invention(s) in NAN's IP (collectively, "**Licensed Products**"). LICENSEE may choose to exercise this license through one or more affiliates (as defined in Section X), provided that each such affiliate agrees in writing to be bound by the terms of this Agreement. The term LICENSEE as used in this Agreement shall also extend to Affiliates of LICENSEE that have become bound by the terms of this Agreement.

Notwithstanding the immediately preceding paragraph or anything else in the Agreement, the license granted in this Agreement does not convey to LICENSEE or anyone else (a) title or ownership of the NAN IP, but only a right of limited use subject to the terms of this Agreement; or (b) the right to reverse assemble, reverse engineer, translate, disassemble or decompile any of the NAN IP.

Where exclusivity is granted to LICENSEE, NAN undertakes that it shall not use, license or otherwise assist others in using the NAN IP in the relevant part of the Territory throughout the Term.



**(b) License Fee; Audit**

The license fee and audit rights are set forth in Schedule A and section below titled "Manufacturing, Packaging and Compliance: Sublicenses"

**(c) Territory; Marketing**

The license granted by NAN to LICENSEE in this Agreement is strictly limited to the territory and/or prospects set forth on Schedule A (the "Territory").

LICENSEE shall not, directly or indirectly, (i) market, promote, sell, transfer or convey Licensed Products or NAN IP outside the Territory or outside the Field, or (ii) permit, allow, support or in any way assist others to market, promote, sell, transfer or convey Licensed Products or NAN IP outside the Territory or outside the Field. LICENSEE shall take commercially reasonable steps to assure compliance with this prohibition. The breach of the prohibition in this paragraph in any respect shall be deemed a material, non-correctable breach of this Agreement. NAN may from time to time provide LICENSEE marketing collateral for use with Licensed Products, but (i) is under no obligation to do so, (ii) would provide such marketing collateral on an "as is where is" basis, and (iii) disclaims all representations and warranties concerning such marketing collateral and the content therein.

**(d) Field**

The license granted by NAN to LICENSEE herein is strictly limited to the field set forth in Schedule A (the "Field").

**(e) Manufacturing, Packaging and Compliance: Sublicenses**

LICENSEE shall fully comply and have sole responsibility for all applicable manufacturing, labeling, patent marking, recordkeeping, marketing, sales, distribution, import, export and other laws, rules, regulations and compliance requirements in connection with the Licensed Products (collectively, "Law"). LICENSEE shall, and shall use commercially reasonable efforts to cause Sublicensees (defined below) to, perform its obligations hereunder in a professional manner, with reasonable care and skill, and shall assign only competent, qualified staff to all functions which may impact LICENSEE's ability to perform its obligations hereunder.

Subject to the terms of this Agreement, LICENSEE shall have the right during the Term (defined below) to sublicense the NAN IP (a) to Bevcanna Enterprises Inc. ("Bevcanna") as may be reasonably necessary to conduct the R&D Phase, and Initial Launch Phase, as more fully set forth in Schedule A; and (b) for the manufacture of Licensed Products to one or more manufacturers (without the right to grant such manufacturers the further right to sublicense the NAN IP) solely in order for such third parties to manufacture and produce Licensed Products in the Territory in the Field, and any third party to sell the Licensed Products in the Territory in the Field during the Term ("Sublicensees") ("Sublicenses"). For good order's sake, all manufacturing and production activities of such manufacturers shall only occur or be permitted in the Territories set forth in Schedule A (as such list may be amended from time to time by the parties in light of the evolution of applicable regulatory frameworks, acting reasonably and in good faith). All of such Sublicenses, and any amendments thereto, shall be subject to review and approval by NAN prior to entering into a Sublicense, which approval shall not be unreasonably withheld or delayed. Sublicenses shall neither



grant nor convey any rights greater than the rights granted to LICENSEE in this Agreement. NAN shall have the right to accompany LICENSEE, subject to LICENSEE's approval, during regular business hours at its own expense to make inspections of any manufacturing and sales facilities where any of the Licensed Products, or any components thereof, are being manufactured or sold. NAN shall also have the right to inspect and audit the books and records of LICENSEE for compliance with the terms of this Agreement. Such inspections shall be conducted with reasonable advance notice, but no more than once a year, during normal business hours and in a manner designed to reduce disruption to the conduct of the LICENSEE's business operations. LICENSEE shall enforce the terms of the Sublicenses and be liable to NAN for the acts and omissions of the Sublicensees. Upon mutual agreement between LICENSEE and NAN, NAN shall be expressly named in the Sublicense as a third party beneficiary thereof with full rights in its discretion, but not the obligation, to enforce the terms of the Sublicenses. All Sublicenses shall terminate simultaneously without notice and without cause or penalty upon the termination of this Agreement for any or no reason.

Except as may be necessary to disclose to such manufacturers in order for them to manufacture and produce Licensed Products in the Territory in the Field for sale in the Territory in the Field, LICENSEE shall keep and retain the NAN IP in strict confidentiality (as per the terms of confidentiality set forth in this Agreement or incorporated by reference, as the case may be) and take appropriate steps and enforce policies and procedures to assure that the NAN IP is not disclosed, copied or disseminated to anyone else either during the Term or thereafter. Sublicensees shall be required as an express condition of the Sublicense to be subject to industry standard confidentiality obligations.

## II. TERM & TERMINATION

### (a) Length of Term.

This Agreement will be deemed to have commenced as of the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will expire after the Effective Date on the date that is the end of the period set forth in Schedule A (the "Term").

### (b) Termination.

(i) This Agreement may be terminated by either Party on notice to the other Party upon after the occurrence of any of the following events:

a) the cessation of business conducted in the ordinary course by a Party;

or

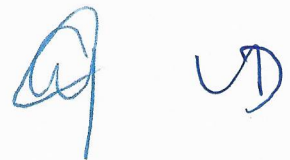
(ii) LICENSEE shall have a right to terminate this Agreement:

For convenience, by giving NAN one (1) year's prior written notice for any reason; or

(iii) LICENSOR shall have a right to terminate this Agreement:

a) only for a material breach by LICENSEE of this Agreement that can't be cured, such as under Sections I(c), fraud or gross negligence; or

b) for a breach by LICENSEE of this Agreement that can be cured and LICENSEE'S failure to cure such breach within ninety (90) calendar days of receiving written notice thereof from NAN.



Notwithstanding anything in this Agreement to the contrary, termination, expiration, cancellation, suspension or abandonment of this Agreement through any means and for any reason, except as provided for above, (i) shall not relieve the Parties of any obligation herein occurring prior thereto or subsequent thereof; nor (ii) nullify, void, cancel or require the retransfer of, the NAN Shares, or otherwise diminish, reduce, limit or negatively affect any of the rights, title or interests in or to the NAN Shares or NAN's rights in respect thereof.

(c) **LICENSEE Post Termination Rights**

Upon the termination of this Agreement, LICENSEE shall no longer use, in any manner whatsoever, the NAN IP shall promptly return to NAN all documents or other tangible forms thereof in its possession or control (other than material that is publicly available including from relevant intellectual property databases). However, subject to the obligations of this Agreement, LICENSEE shall have the right to market and sell completed inventory at the time of termination that utilize the NAN IP, and to complete the then existing owned stock and to market and sell such inventory that utilize the NAN IP, for a period of ninety (90) days.

**III. FORCE MAJEURE**

Either Party shall be relieved of the performance of its obligations for the duration and to the extent that it is prevented in the performance of its obligations by reasons of force majeure, provided it gives prompt notice to the other Party of the force majeure event, and provided and only for so long as such Party continues to use reasonable commercial efforts to fulfil its obligations. For purposes of this clause, force majeure is defined as circumstances or events which have not been foreseen at the time of entering into this transaction, which are not the fault of the effected Party and which prevent the performance of all obligations hereunder. Force majeure events include, but are not limited to, acts of God, public health and pandemic-type conditions and events (including, without limitation, COVID-19) and any related governmental decisions, orders and rules, acts of war, acts of Government, acts of the other Party, blockades, revolutions, industrial disputes, and regulatory delays.

**IV. INSURANCE, DISCLAIMER AND INDEMNIFICATION**

(a) **Insurance**

At LICENSEE'S sole discretion, LICENSEE, at its sole cost and expense, shall consider obtaining, prior to commercial production of the Licensed Products, comprehensive general business liability and product liability insurance, consistent with commercial practices or standards for similar industries, and at a level that is commensurate with the risks to which it is exposed in connection with the manufacture, marketing and sale of Licensed Products. In line with the previous sentence, LICENSEE shall also, at its sole discretion, consider a minimum of 6 months run-off insurance is included in the event of the termination of this Agreement. If insurance is obtained, LICENSEE will provide NAN on request with certificates of insurance which may specifically name NAN as an additional insured party against any and all claims, demands, causes of action, or damages. For insurances the sublicensee obtains, it is preferred, but not required, that NAN is named in the insurance documents. Such insurance policy may provide that it may not be canceled or amended in a manner which restricts the existing coverage without at least thirty (30) days prior written notice to NAN. For further clarity, the decision to obtain or not obtain any insurance and the terms thereof will be at the LICENSEE'S sole discretion.





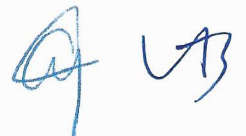
**(b) Representations and Warranties; Disclaimer**

NAN represents and warrants that:

- a) It is the sole and exclusive owner of the NAN IP;
- b) It has all necessary authority to enter into this Agreement and this Agreement does not conflict with any other contract entered into by NAN or its predecessors in title;
- c) No claims have been asserted against NAN asserting that NAN is not the sole and exclusive owner of the NAN IP or does not have the authority to issue the NAN IP;
- d) Because the patent applications are at an early stage of examination, NAN is unaware of any relevant prior art that would prevent the issuance of one or more patent claims covering the Licensed Products. However, NAN has a reasonable and informed belief that the presently pending patent applications may result in the issuance of patents with claims that will cover certain aspects and embodiments of the Licensed Products.
- e) No existing licensee of NAN, nor NAN itself, has been advised that the use of the NAN IP contemplated by this Agreement or products covered by the NAN IP may infringe, misappropriate or violate the intellectual property rights of any third party;
- f) NAN is not aware of any significant impediment to the application on an industrial scale of the NAN IP, nor was it made aware of any such significant impediment from an existing or former licensee; and
- g) NAN reasonably believes that the NAN IP in the state it exists at the time of execution of this Agreement is adapted to allow LICENSEE to produce products on an industrial scale where legally permitted;

EXCEPT AS OTHERWISE SET OUT HEREIN, THE NAN IP IS PROVIDED ON AN 'AS IS' BASIS AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT THERETO. BY WAY OF EXAMPLE BUT NOT OF LIMITATION, NO REPRESENTATIONS OR WARRANTIES ARE MADE, AND NAN DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES (1) OF COMMERCIAL UTILITY, SAFETY OR EFFECTIVENESS; (2) MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (3) THAT THE USE OF THE NAN IP OR THAT MAKING, USING OR MARKETING OR SELLING PRODUCTS COVERED BY THE NAN IP WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR TRADEMARK OR OTHER PROPRIETARY OR PROPERTY RIGHTS OF OTHERS; (4) OR THAT THE R&D PHASE OR THE INITIAL LAUNCH PHASE WILL BE SUCCESSFUL OR ACHIEVE OR RESULT IN ONE OR MORE COMMERCIALY VIABLE OR SUCCESSFUL PRODUCTS.

EXCEPT IN THE EVENT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT CONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNEES OR ANY THIRD PARTY WITH RESPECT TO ANY CLAIM FOR LOSS OF PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND. NAN'S AGGREGATE CUMULATIVE



MONETARY LIABILITY FOR ALL CLAIMS ARISING UNDER OR AS A RESULT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, NAN'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT REGARDLESS OF THE THEORY OF LIABILITY SHALL BE TEN THOUSAND UNITED STATES DOLLARS (US\$10,000).

(c) **Mutual Indemnification**

Each Party shall indemnify defend and hold harmless the other Party from and against any and all liabilities, claims, losses, damages, injuries, causes of action, action, suit, or proceeding and expense (including reasonable attorneys' fees, court costs and out-of-pocket expenses) (collectively, "Loss"), suffered or incurred by the other Party as a result of:

- (1) a breach of any representation or warranty made by such Party in this Agreement;
- (2) any act or deed, whether by way of tort or contract, committed or omitted by such Party, its employees or agents in the performance of this Agreement or, in the case of LICENSEE, the actions or omissions of its manufacturers under Sublicenses; or
- (3) bodily injury (including death), or property damage arising out of or related to, or asserted to arise from LICENSEE's use or sale of products containing or practicing the NAN IP in accordance with the license provided under this Agreement, except to the extent due to the actions or omissions of the other Party.

Notwithstanding the foregoing and for clarity, neither LICENSEE nor any of its affiliates shall have any obligation to defend and hold harmless NAN in connection with any claims by third parties that the NAN IP, the practicing of the NAN IP or any products covered by the NAN IP infringes, violates or misappropriates any third party intellectual property rights.

(d) **Indemnification Procedure**

A Party seeking indemnification hereunder (the "Indemnified Party") from the other Party (the "Indemnifying Party") shall promptly notify the Indemnifying Party in writing of any claim giving rise to the indemnification rights herein. The Indemnifying Party shall have the sole right to defend at its cost and expense and the right to select its own counsel. The Indemnifying Party may not settle any action in a manner that adversely affects the rights of any Indemnified Party without the Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed. The Indemnified Party's failure to perform any obligations under this Section does not relieve the Indemnifying Party of its obligation under this Section except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result of the failure.

V. **INTELLECTUAL PROPERTY & LICENSE ENFORCEMENT**

NAN has the sole right to prosecute infringers in its sole and absolute discretion, but does not commit or obligate itself to do so. In the event that LICENSEE becomes aware of possible third party infringement of any of the NAN IP, LICENSEE shall provide written notice to NAN, along with any written evidence in its possession or control which demonstrates that a third party poses a credible threat to LICENSEE's material use of NAN IP in the Territory in the Field under this Agreement. NAN, at its sole and absolute discretion and at its sole expense, may choose to enforce the NAN IP against any such third party. NAN will provide written notice to LICENSEE regarding whether NAN intends to prosecute





or litigate against the infringing third party. If NAN decides to prosecute or file a lawsuit against an infringing third party, LICENSEE, at its own expense, cooperate and provide reasonable assistance to NAN with such lawsuit, and, at its own expense, may join NAN in any such prosecution or lawsuit against the infringing third party; provided that NAN shall at all times solely control such prosecution or lawsuit.

## **VI. INTELLECTUAL PROPERTY OWNERSHIP**

Notwithstanding anything in this Agreement to the contrary, NAN shall solely own all of the rights, title and interest and ownership in and to all inventions, discoveries, concepts designs, ideas, know-how, improvements that are discovered, conceived, developed or reduced to practice during the Term by or on behalf of NAN or by any third party mandated by NAN to conduct research and development, whether or not patentable, copyrightable, or otherwise legally protectable which encompass or are solely attributable to NAN IP (collectively "Inventions"). NAN shall be solely responsible for the cost, management, prosecution, and enforcement of such intellectual property.

LICENSEE shall cooperate and provide reasonable assistance to NAN, without charge, (except for reimbursement of LICENSEE's out of pocket expenses in connection with such requested assistance, provided such expenses are approved in advance by NAN) in connection with NAN's exclusive rights of management and patent prosecution of the NAN IP.

LICENSEE will not contest NAN's ownership of the NAN IP, or the validity or enforceability thereof, or, directly or indirectly, cooperate with or assist any other third party to do so.

## **VII. CONFIDENTIALITY**

In addition to the body of the agreement, Confidentiality rights and obligations are set forth in Schedule A and B

## **VIII. NOTICES**

All notices required shall be in writing, and sent by certified mail (return receipt requested), express mail, telecopy, hand delivery, or email (with return receipt or receipt confirmed) to the contacts set forth on Schedule A, and shall be deemed effective on the date received.

## **IX. GOVERNING LAW & DISPUTE RESOLUTION FORUM**

The governing law and dispute resolution forum for this Agreement shall be set forth in Schedule A.

## **X. ASSIGNMENT**

This Agreement, and any of the rights and obligations hereunder, may not be assigned or sublicensed (except as expressly provided in this Agreement) by either Party without the written consent of the other Party, except that either party may assign this Agreement or any part thereof to its Affiliates (defined below) with the other Party's prior written consent in its discretion; provided, however, that the assigning Party shall remain liable for the acts and omissions of the assignee Affiliates. Any purported



assignment in violation of this Section IX is void and of no effect.

Notwithstanding the foregoing, NAN shall have the right to assign all (but not less than) intellectual property rights in the NAN IP to any non-affiliated third party, provided that this Agreement is assigned in writing along with the NAN IP so that all of Licensee's rights are included, and that the assignee agrees to be bound in writing to the terms of this Agreement.

For all purposes of this Agreement, "Affiliate" of a Party means any person or entity, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Party, including but not limited to subsidiaries, joint ventures, distribution, manufacturing, research, and licensing transactions and relationships. The term "control," as used in the immediately preceding sentence, means with respect to a corporation, limited liability company, limited life company or limited duration company (collectively, "limited liability company"), the right to exercise, directly or indirectly, fifty one percent (51%) or greater of the voting rights attributable to the controlled corporation or limited liability company and, with respect to any individual, partnership, trust, estate, association or other entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

## XI. MISCELLANEOUS

Each Party shall, cooperate and, upon the reasonable request and at the sole cost and expense of the other Party, promptly execute such additional documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party has the authority to contract for or bind the other Party in any manner whatsoever. LICENSEE and its manufacturers under Sublicenses shall be responsible for all aspects of labor relations with their employees.

This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

The failure of a Party to exercise or enforce any right conferred upon it by this Agreement will not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person, including any legal entity, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other terms or provisions of this Agreement or invalidate or render unenforceable such term(s) or provision(s) in any other jurisdiction. Upon a determination





that any term(s) or other provision(s) is/are invalid, illegal or unenforceable, then such void or unenforceable provision shall be replaced with valid and enforceable terms which will achieve the economic intentions of the Parties.

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

#### **XI. SUCCESSOR AND ASSIGNS; SURVIVAL**

This Agreement shall be binding on LICENSEE and NAN and their respective successors and permitted assigns. The Parties shall refrain from making any public announcement or disclosure of this Agreement and its terms without the prior written consent of the other Party, except as required by Law. The Parties shall reasonably cooperate in connection with a public announcement concerning the existence of this Agreement and the relationship intended hereby.

Notwithstanding anything in this Agreement to the contrary, NAN and LICENSEE shall have the right without the consent of the other Party to transfer and convey this Agreement, and the rights and obligations hereunder, to a purchaser of all or substantially all of its equity, or a purchaser of all or substantially all of its business, operations and affairs, all of the foregoing provided that the assignee agrees in writing to be bound by the terms of this Agreement.

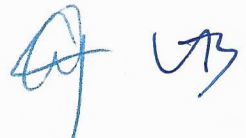
Expiration, termination or cancellation of this Agreement shall not affect any right or obligation which expressly or by its nature survives such expiration, termination or cancellation including, without limitation, the representations, warranties, indemnification and intellectual property and enforcement rights contained within. Without limiting the immediately preceding sentence, the following provisions, sections, and subsections thereof of this Agreement shall survive the termination or expiration of this Agreement: Sections I(b); II(c); IV; and VI through XII.

#### **XII. ENTIRE AGREEMENT; RESERVATION OF RIGHTS**

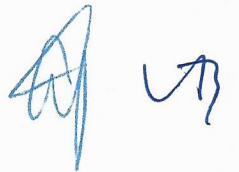
This Agreement, including the schedules hereto all of which are deemed incorporated herein, constitutes the complete and exclusive agreement and understanding between the Parties with reference to the subject matter hereof, and terminates and supersedes any prior agreements or understandings with respect to such subject matter. This Agreement may not be changed or modified orally, but only by an instrument in writing, signed by the Parties, which states that it is an amendment to this Agreement. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision.

If there is any conflict between the terms of this Agreement and the terms of a schedule hereto, the terms of the schedule shall prevail in any such conflict.

All rights not expressly granted to LICENSEE herein are explicitly reserved and retained by NAN for its sole use and disposition in any manner in its sole discretion, with no obligation whatsoever (financial, legal or otherwise) to LICENSEE or any third party. Except as expressly set forth herein,



nothing in this Agreement shall restrict, impair, limit or otherwise affect NAN (or any third party authorized by NAN) from using or exploiting the NAN IP in any manner whatsoever.

Handwritten initials or signature in blue ink, consisting of a stylized 'A' followed by 'UTB'.



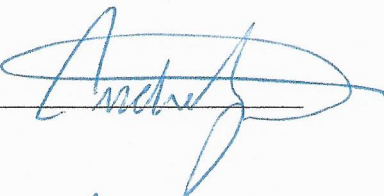
IN WITNESS WHEREOF, this Agreement has been executed as of the date of the last signature below.

**NEW AGE NANOTECH LLC**

By:   
Name: Volker Berl, Managing Partner CEO,  
New Age Ventures LLC, Managing Member

Date: Aug 18, 2021

**XEBRA BRANDS LTD.**

By:   
Name: ANDREW YAO, CFO

Date: AUGUST 17, 2021

**SCHEDULE A**  
**LICENSE DETAILS**

**1. Full legal name, principal business address, type of entity and state of incorporation or organization of Licensee:**

Xebra Brands Ltd.  
1090 Hamilton Street, Vancouver, British Columbia, V6B 2R9

Xebra Brands Ltd., a company validly subsisting under the laws of the Province of British Columbia (hereinafter "Licensee")

**2. Licensee Business:**

Commercial international cannabis businesses including the cultivation and production of high-quality cannabis products.

**3. The NAN IP:**

Products covered by the specifications and claims, pending or issued, set forth in the following patent applications (a) PCT International Application" No. PCT/US2019/040962 filed July 9, 2019, (b) U.S. Non-Provisional Application No. 16/506,279 filed July 9, 2019, (c) Provisional Application: Serial No. 62/695276, Priority Date: July 9, 2018, including all related pending patents, continuations, divisionals, reissues, re-examinations, and extensions, national applications, issued or pending, d) the products, methods and outcomes of NAN's Health Canada single-center, randomized, triple-blind, comparator-controlled parallel study investigating the bioavailability of Cannabidiol and  $\Delta^9$ -Tetrahydrocannabinol in Solutech™ – TC10 (WSO), study outcomes in a healthy population (the "NAN Clinical Trial"), or (e) NAN's WSO know-how for use in the development, manufacture and sale of products covered thereunder

[N.B. by way of example, NAN's know-how includes, but is not limited to, a) flavoring know-how to develop a broad spectrum of finished products using WSO, b) fine-tuning of the WSO formulas in response to varying input materials, c) adjustment, adaptation and integration of manufacturing processes and procedures to fit various plant setups and regulatory environments, d) assessing product claims strategy for marketing purposes, based on the interpretation of the clinical data generated from the NAN Clinical Trial]

**4. The Cannabis Amparo / Equity Grant:**

The Parties contemplate a possible significant event (i.e. the Cannabis Amparo described below) in the near future that would give Licensee a significant time to market advantage over competition in Mexico. For further clarity, there is no assurance that such event will ever happen.

Licensee represents and warrants to NAN the following:

a) Licensee has entered into a certain "Share Exchange Agreement" (the "Share Exchange Agreement") dated as of January 10, 2020 with (a) Desart MX, S.A. De C.V., a company subsisting under the laws of Mexico and having its head office located at Carlos Echanove 5422 -4 Piso, Col. El Yaqui, CP. 0532, Mexico City, Mexico ("Desart"), and (b) all of the registered and beneficial owners of all of the issued and outstanding shares of Desart (the "Desart Shares") (the "Shareholders").



b) Desart has previously filed for a constitutional injunction by the Supreme Court of Mexico under the terms of the Mexican Law of Amparo under which Desart would obtain all authorizations necessary to enable Desart to produce and commercialize CBD, which includes at minimum, the ability to: import or acquire hemp derived cannabis seeds to produce CBD, plant such cannabis seeds, cultivate and harvest cannabis, process cannabis for the purpose of extracting CBD, create and sell CBD products in Mexico and export CBD products (the “Cannabis Amparo”). For further clarity, there is no assurance that the Cannabis Amparo will be granted.

c) Under the Share Exchange Agreement, Licensee purchased all of the Desart Shares.

Equity Grant: License Fee

As and for the license fee, six million (6,000,000) common shares of Xebra Brands Ltd. (the “NAN Shares”) shall be unconditionally (except for the immediately following sentence) and irrevocably issued to NAN within 30 business days after the Effective Date.

Licensee represents, warrants, covenants and agrees that the NAN Shares shall be duly authorized, validly issued, full paid and non-assessable and free from all taxes, liens and charges with respect to the issue (except NAN’s income taxes, if any, that are due and payable with respect to the NAN Shares).

The NAN Shares shall be subject to the Pooling Agreement, Voting Support Agreement and resale restrictions set forth in Sections 3.3, 3.4 and 3.5 of the Desart Agreement.

For further clarity, upon issuance of the NAN Shares, no further fees, royalties or other consideration will be payable by Licensee in connection with this License Agreement.

Xebra capital structure is as follows:

Description	Outstanding as at May 5, 2021
Common Shares <sup>(1)</sup>	103,854,731

Notes:

(1) It includes one (1) Class B common share.

**5. Territory:**

Tier One: Subject to the other provisions of this Agreement, Licensee shall have the right to market, make, have made, use, offer to sell and sell Licensed Products in the Field, and market, advertise, and promote the NAN IP for marketing purposes, solely in and into the following geographic areas:

All of Europe and all of the Americas except limited to California in the USA, on a non-exclusive basis, however, the following are exclusive:

- Mexico (exclusive)
- Colombia (exclusive)

In the Territories California and Canada, and in the Field, Licensee agrees to inform NAN prior to entering into initial material contracts, including NDAs and letters of intent, with Licensee's prospects, with the aim to identify and resolve in good faith any potential channel conflicts between the Parties.

## 6. Field

Licensee's current and future branded consumer products ("Xebra Brands") containing Cannabis derived CBD and/or THC, in which Licensee, directly or indirectly, currently or in the future owns no less than 51% of the brand, entity, or economic interests.

Distribution: marketing and sale of finished product only in accordance with applicable local law in the Territory. No wholesale or retail marketing, distribution or sale of WSO only. No marketing and sale of finished product or WSO as a pharmaceutical product (defined as having been developed through a (series of) government approved clinical trial(s) including human trials, and having been approved as a pharmaceutical drug by a government regulatory agency).

Where legally permitted, LICENSEE shall be able to freely transfer WSO and Licensed Products between Affiliates.

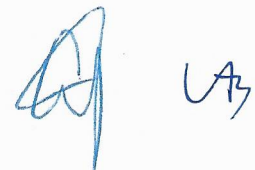
## 7. Manufacturing; R&D Phase and Initial Launch Phase:

Licensee shall have the right to: a) manufacture the Licensed Products in one or more manufacturing facilities it owns and operates; and b) have the Licensed Products manufactured for it by one or more third party manufacturing subcontractors; provided, however, that any transfer of NAN's technology including know-how shall be subject to mutual agreement of the Parties. In no event shall a third-party manufacturing subcontractor (i) be granted or conveyed any rights greater than the rights granted to Licensee under this Agreement, or (ii) have any right to grant or convey any rights, or transfer, license or sublicense NAN's technology including know-how, to any other person, or to use same for any other purpose or for the use or benefit of any person other than the Licensee.

NAN shall also provide Licensee shelf-life stability data, and other data as LICENSEE may reasonably request, or NAN and Licensee mutually agree upon. For clarity's sake any such information or data supplied by NAN shall be subject to the same disclaimers and limitation of liability as applicable to NAN IP as set forth in IV. (b) (Disclaimers) of this Agreement.

For the purposes of this Agreement, Bevcanna shall be deemed to be pre-approved by NAN as a sub-licensed third party to manufacture Licensed Products.

It is acknowledged that NAN employees or consultants (expected to be a total of 1-2 people) will travel to Bevcanna's facilities in Canada from time to time as may be needed to provide reasonable support





assistance to Bevcanna and Licensee employees and consultants in a research & development phase (“**R&D Phase**”), and as may be needed to provide reasonable support assistance to Bevcanna and Licensee employees and consultants in an initial launch phase (“**Launch 1 Phase**”). NAN’s support and assistance will be to assist with ingredients selection, and Licensed Product formulation, production and flavoring as listed in Schedule A. The NAN tasks are listed below in the section titled “Licensing Support provided by NAN”. Travel and consulting fees, costs, and all related expenditures to be reimbursed by Xebra to NAN shall be limited to a maximum of US\$10,000 for the R&D Phase, and US\$15,000 for the Launch 1 Phase. Licensee shall assist NAN to secure at Licensee’s expense visas and any other immigration-related approvals need for such NAN employee and consultant travel as contemplated above. For clarity’s sake, NAN shall not be in breach of the foregoing travel commitments if such visas and immigration-related approvals are not granted or if such travel is not permitted, limited or delayed for any Force Majeure reason including, without limitation, involving or related to COVID.

Upon completion of each of the R&D Phase and Launch 1 Phase, NAN shall provide to Xebra a minimum of the following emulsion utilizing the NAN IP:

	R&D Phase	Launch 1 Phase
THC Emulsion	250 ml	3 liters
CBD Emulsion	250 ml	3 liters

For clarity’s sake, LICENSEE shall solely bear the costs and expenses of all ingredients (e.g. THC oils and CBC oils).

**8. License Support provided by NAN:**

Subject to the terms of this Agreement, NAN utilizing its principals, employees and contractors will provide reasonable research and development, as well as pilot phase, support to Licensee with the goal to produce the emulsions needed to create Licensed Products at Licensee’s licensed facilities or Licensee’s subcontractor’s facilities. As a tentative initial extend and scope of these contemplated services, NAN will advise and/or assist as reasonably necessary, in the following activities:

R&D Phase support:

- a. Small scale manufacturing setup and emulsion creation for R&D;
- b. Provide procurement oversight, where necessary for the ingredients required to produce the WSO (Solutech™);
- c. Product and flavoring development assistance for the research and development phase of the Licensed Products;
- d. Volumes to be created are listed earlier in the agreement; and
- e. Anticipated consulting time up to 5 days with no more than 2 consultants

**Pilot Phase support:**

- f. Implementation/production of the NAN IP emulsion (provide reasonable oversight over the establishment of Licensed Product manufacturing line within Licensee facilities), i.e.
  - i. Required training of Licensee personnel on the use of NAN's proprietary bench-top equipment to manufacture the WSO (Solutech™)
  - ii. Provide procurement oversight, where necessary for the ingredients and equipment required to produce the WSO (Solutech™)
- g. Product and flavoring development assistance for the initial launch of the Licensed Products
- h. Manufacturing setup and pilot/test runs (provide reasonable oversight over the establishment of Licensed Product manufacturing line within Licensee facilities)
- i. Volumes to be created are listed earlier in the agreement

Support will be provided against reimbursement as specified earlier in the agreement. It is understood that consulting cost and time and expense ("T&E") will be invoiced separately and fully reimbursed by Xebra with the details specified earlier in the agreement. All ingredients necessary for creating the emulsions will either be directly sourced by Xebra or paid for by Xebra. For clarification, these ingredient cost do not count against any limits set against consulting cost and T&E. Xebra will also pay for any other cost, such as logistics/shipment and potential cost associated with obtaining any government approvals.

NAN shall provide similar support in this Section 8 in other Territories as requested by Licensee.

**9. Term:**

The stated term of this license agreement is perpetual, subject to earlier termination in accordance with the terms in this Agreement.

**10. Notices:**

**New Age Nanotech LLC**  
521 Fifth Avenue, Floor 17  
New York, NY 10175  
Attn: Volker Berl, Managing Partner & CEO  
Email: vberl@newageventures.net

With a copy to (which shall not constitute notice):



Scott Spitzer, Esq.  
Law Offices of Scott Spitzer LLC  
1629 K Street, N.W., Suite 300  
Washington, D.C. 20006  
Email: scottLspitzer@gmail.com

**Xebra Brands, Ltd.**  
1090 Hamilton Street  
Vancouver, British Columbia V6B 2R9  
Attn: Andrew Yau, CFO  
Email: [andrew@columbusgroup.com](mailto:andrew@columbusgroup.com)  
With a copy to: [legal@xebrabrands.com](mailto:legal@xebrabrands.com)

#### 11. Additional Terms:

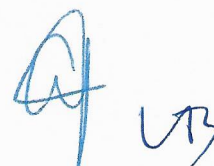
- a) NDA: The existing non-disclosure agreement between the Parties dated December 19, 2019 (the "NDA"). The existing NDA is attached in SCHEDULE B below. The term of this Agreement and the NDA shall continue in effect for the duration of the Term (and beyond as per the terms of the NDA) and cover the rights and obligations set forth in this Agreement. Licensee shall not disclose or share the terms of this Agreement and the NDA with third parties (other than to (i) government agencies, or (ii) to its investors, financing prospects and sources, attorneys, accountants and investment bankers which are under obligations with the Licensee to retain in confidence the terms of this Agreement and the NDA) without NAN's prior written approval.
- b) Force Majeure: Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed by the Parties that the COVID-19 pandemic (and other public health or pandemic-type conditions or events) and any related governmental decisions, orders and rules, shall not excuse the due and timely performance by the Licensee of its obligations under this Agreement. If a Force Majeure event continues for more than six (6) consecutive months, only Xebra shall have the right to terminate this Agreement without penalty. For clarity's sake, no such termination shall affect the NAN Shares, or NAN's rights with respect thereto, once the NAN Shares are issued or distributable under or in accordance with this Agreement.
- c) Suspension:

The grant of license shall automatically be suspended with respect to any portion of the Territory if the manufacture, marketing or sale of a Licensed Product is or becomes illegal in such portion of the Territory, so long as this state of illegality persists.

- d) Claims and Disputes:

Forum for Claims and Disputes: Any claim or dispute arising out of or relating to this Agreement shall be submitted to a state court sitting in New York, New York, which shall have exclusive jurisdiction over the claim or dispute and to which court's subject matter and personal jurisdiction the parties irrevocably submit and waive any objection to such jurisdiction including, without limitation, that the forum is not convenient.

Governing Law: This Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort or statute are governed by, and construed in accordance with, the laws of the State of New York, including the New York, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. EACH PARTY ACKNOWLEDGES THAT (I) NEW YORK HAS ENACTED CERTAIN LEGISLATION TO GOVERN THE CANNABIS INDUSTRY; AND (II) THE POSSESSION, SALE, MANUFACTURE, AND CULTIVATION OF CANNABIS PRODUCTS IS ILLEGAL UNDER FEDERAL LAW. EACH PARTY WAIVES ANY DEFENSES BASED UPON ILLEGALITY OR INVALIDITY OF CONTRACTS FOR PUBLIC POLICY REASONS AND/OR THE SUBSTANCE OF ANY DEFINITIVE AGREEMENT VIOLATING FEDERAL LAW. EACH PARTY HEREBY VOLUNTARILY AND UNCONDITIONALLY WAIVES, IN RELATION TO THIS AGREEMENT OR ANY ISSUE THEREUNDER: (A) ANY RIGHT OF REMOVAL OR APPEAL TO THE UNITED STATES FEDERAL DISTRICT COURTS, INCLUDING WITHOUT LIMITATION WAIVING THE RIGHT TO REMOVE TO FEDERAL COURT BASED ON DIVERSITY OF CITIZENSHIP; AND (B) ANY RIGHT TO COMPEL OR APPEAL ARBITRATION, TO CONFIRM ANY ARBITRATION AWARD OR ORDER, OR TO SEEK ANY AID OR ASSISTANCE OF ANY KIND IN THE UNITED STATES FEDERAL DISTRICT COURTS.





**SCHEDULE B**  
**Confidentiality Agreement - NDA**

inserted in electronic document as pdf file – here represented with first page screenshot  
NDA between Xebra Brands LTD and New Age Nanotech LLC as of December 16, 2019

**CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** is made as of the 16<sup>th</sup> day of December, 2019 (the "Effective Date").

**BETWEEN:**

**XEBRA BRANDS LTD.**, a company with an office at 1090 Hamilton Street, Vancouver, British Columbia, V6B 2R9

("Xebra");

**AND:**

**NEW AGE NANOTECH LLC.**, a company with an office at 521 Fifth Avenue, Floor 21, New York, NY 10175, USA.

("New Age")

**WHEREAS:**

- A. Each party hereto (each, a "Party" and the parties together, the "Parties") wishes to obtain certain information from the other party in connection with a potential negotiated transaction involving a business combination, the acquisition by one Party of the other Party, or an acquisition of some or all of the assets by one Party from the other Party (the "Potential Transaction"); and
- B. Each Party is willing to make such information available to the other Party for the purpose of permitting the other party to consider, evaluate and, if mutually agreed upon, implement the Potential Transaction (the "Permitted Purpose"), all subject to the terms and conditions set out in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties covenant and agree with each other as follows:

I. Use and Confidentiality of the Information

- 1.1. Definition of "Information". As used in this Agreement, "Information" will refer to any information, in whatever form or maintained, whether orally, in writing, electronically in computer readable form or otherwise, including without limitation documents, data, notes, analyses, comparisons, studies, interpretations and other evaluations, and other proprietary information of a Party (in such case, the "Disclosing Party"), provided directly or indirectly by the Disclosing Party to the other Party (in such case, the "Receiving Party"), whether or not noted therein to be confidential, or determined from such provided materials, pertaining to either or both of the Potential Transaction and the business and affairs of Disclosing Party. For the purposes of this Agreement, Information also includes, but is not limited to: (i) information that contains or otherwise reflects information concerning the Disclosing Party or its related parties, or their respective businesses, affairs, financial conditions, assets, liabilities, operations, prospects or activities and specifically includes, without limitation, financial information, budgets, forecasts, engineering reports, environmental reports, evaluations, legal opinions, names of securityholders, names of joint venture partners and contractual parties, and any information provided to the Receiving Party has an obligation to protect the confidentiality of such information; (ii) the existence of this Agreement and any other agreements related to a Potential Transaction; (iii) the fact that information has been disclosed or made available to the Receiving Party or the Receiving Party's representatives; and (iv) the fact that discussions or