

Licensing Agreement

Between:

Cannibble foodtech Ltd reg no: 515889319

Address: 13 Ostrovsky St. Kefar Saba, Israel

("Cannibble")

And

NATURA Life Science. 8280 Elder creek rd., Sacramento, CA 95828

("NATURA")

WHEREAS, Cannibble ("Licensor" or "Company") is a Cannabis infused Food & Beverages product development company.

WHEREAS, Cannibble has already developed more than 100 products ready to be manufactured. SKUs segments attached in exhibit A

WHEREAS, NATURA Life Science ("licensee") is a company which manufactures, sells and distribute cannabis products in the state of California.

WHEREAS, Cannibble is willing to grant a manufacturing, sale and distribution license for its products to NATURA

WHEREAS, The parties would like to cooperate on a licensing deal to manufacture, distribute and sale Cannibble's SKUs under NATURA's brands or Cannibble's brands or white label.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto expressly agree as follows:

1. Cannibble has already completed its developing phase and holds more than 100 SKU's ready to be manufactured. Products segments attached in exhibit A
2. Cannibble brings the entire knowledge and SKU's specifications know-how to manufacture its SKU's.
3. Cannibble will advise and guide NATURA about the requested machinery needed in order to manufacture its SKUs.
4. Under this agreement NATURA is obligated to purchase solely from Cannibble its premixed unit ("the black box") to manufacture the SKUs as defined.
5. Cannibble will recommend the floor plan design to be finally approved by NATURA.
6. NATURA is the sole responsible for purchasing the needed machinery and kitchen items according to Cannibble's manufacturing needs. Machinery – Appendix B
7. If needed Cannibble will accompany and guide NATURA through the process of designing the floor plan and purchasing the machinery.
8. Cannibble will guide and accompany NATURA through the entire process of manufacturing the SKUs and knowledge transfer to its employees.
9. If needed, Cannibble will guide NATURA to source ingredients and raw materials needed to manufacture the SKUs including price offers.
10. All suppliers for raw materials must be rated as reputed food grade suppliers with FDA approval including QA certificates such as ISO, HACCP, BRC etc.

#### **11. GRANT OF LICENSE**

Cannibble hereby grants NATURA the rights and license for its Technology and products to manufacture, distribute, market and sell. Licensee shall not transfer any rights and/or license of company's technology and products to any third party.

- 11.1. Cannibble shall retain exclusive ownership of any and all intellectual property rights in connection with the Products and SKUs (the "Intellectual Property Rights"). No license or any other right, related to any Intellectual Property Rights of Cannibble shall be deemed granted to NATURA by Cannibble pursuant to this Agreement.

#### **12. CONFIDENTIALITY**

- 12.1. Confidential information means and includes all information relating to this agreement and the terms hereof, and any information, documents or other written materials (the "confidential information") for which licensee or licensor, as the case may be (the "disclosing party") identifies and marks as confidential or proprietary at the time it is delivered to the other party (the "receiving party"). Licensor know-how, the joint technology and licensor IP or know-how or patents shall be deemed as confidential information of the party having ownership rights over such confidential information even if not marked as confidential or proprietary.



- 12.2. The Receiving Party shall maintain in confidence and not disclose to any third party any Confidential Information of the Disclosing Party and shall not use any Confidential Information except for the purposes of the performance of this Agreement, (this includes but isn't limited to the Company's actions and activities in general for the commercialization, development and sale of the Licensed Products) and except when such disclosure is legally required. The Receiving Party shall ensure that its employees, consultants, contractors and agents have access to Confidential Information of the Disclosing Party only on a need-to-know basis and are obligated in writing to abide by the Receiving Party's obligations under this Agreement. The foregoing obligation shall not apply to information which the Receiving Party can prove:
- 12.2.1. Was disclosed to the Receiving Party by a third party that had a right to make such disclosure; or
  - 12.2.2. Was known to the Receiving Party prior to the time of disclosure or independently developed by the Receiving Party, in each case, to the extent evidenced by written records; or
  - 12.2.3. Became part of the public domain as a result of rightful acts by any person or entity other than the Receiving Party.
- 12.3. Notwithstanding the foregoing, Licensee may disclose to its Affiliates, potential investors, shareholders, personnel, contractors, business partners and Sublicensees Licensor Confidential Information to the extent necessary for the exercise by it of its rights hereunder or in the fulfillment of its obligations hereunder, or in the process of obtaining financing or strategic alliances for Licensee or in the conduct of experiments with co-investigators who are not employed by Licensee, provided that it shall bind such potential investors, shareholders, personnel and Sublicensees with a similar undertaking of confidentiality in writing to the benefit of Licensor.

### 13. QUALITY CONTROL

NATURA shall upon reasonable prior notice, permit Cannibble's representatives to visit its premises during normal working hours or at other times by prior arrangement with NATURA for the purpose of inspecting the Products, the Packaging Materials and all aspects of the manufacture of the Products.

During the manufacture of the Products by NATURA hereunder, NATURA shall agree at Cannibble's request to supply samples of any batch for quality testing. NATURA shall retain in a controlled environment storage a 3 units samples from each batch for 12 months from manufacturing date for quality testing.

The black box and packaging supplied by Cannibble will be under the Quality assurance responsibility of Cannibble. Nevertheless, it is the responsibility of NATURA to promptly notify Cannibble if one of the black boxes' shipment arrived to NATURA is defective and cannot be used to manufacture the SKUs.



#### 14. MANUFACTURE OF PRODUCTS (SKUs)

NATURA shall manufacture the Products strictly in accordance with the specifications given by Cannibble. NATURA shall:

- 14.1. keep full and accurate records of:
  - 14.1.1. Quantities of Product manufactured;
  - 14.1.2. Quantities of black box material that have been used and remain and permit Cannibble to inspect such records at all reasonable times and shall submit such records to Cannibble quarterly;

- 14.2. **Raw Materials:** Cannibble will be the sole supplier who supply to NATURA with the black box hereto (the "Unique Raw Materials- black box").

The purchase of the black box will be done directly with Cannibble. The payments for the black box will be done upon a PO with the agreed PO payment terms.

Other than the Unique black box, NATURA shall be responsible to purchase and supply of all other raw materials and ingredients required pursuant to this Agreement for the manufacturing of the Products according to Cannibble guidance. All raw materials purchased by NATURA **MUST** be approved by the company.

- 14.3. **Packaging and Labeling:** Cannibble shall provide NATURA with the required information for labeling the packaging. Labeling is under the sole responsibility of NATURA. NATURA shall perform the packaging of the SKUs at its facility.

- 14.4. **Insurance and products' liabilities:** During the term of this Agreement, NATURA shall secure and maintain a comprehensive general liability insurance with reputable insurance carriers, which covers Cannibble including tort liability, personal injury and insurance against claims regarding the manufacturing of the SKUs by NATURA, in amounts customary in this field of business.

- 14.5. **Product development services**

Licensee may request product development services from the company ("new product") for products other than the products as in Exhibit a, and non-compete with the company's line of products for any product which is not within the company's line of products Exhibit A, the licensee will provide the company the first right of refusal to develop the new product. This agreement applies in full for any new product.

**14.6. Cannibble labelling**

In any case of white or private labelling, any package should state on the back side the following: *"Manufactured under the License of Cannibble FoodTech Ltd, Israel. [www.cannibble.world](http://www.cannibble.world)".*

**14.7. R&D Kitchen usage**

NATURA approves Cannibble to use its kitchen as Cannibble's Research & Development ("R&D") center for new products other than or an extension of this agreement as in Exhibit A. In exchange for the usage rights and efforts, NATURA has the first refusal rights for any new product developed in its kitchen.

**15. PAYMENTS AND REPORTS**

**15.1. White label**

Natura will pay to Cannibble royalties fee of eight percent (8%) of the gross revenues sales from each product (SKU) that will be manufactured and sold under white label or Natura Brands.

**15.2. Cannibble Brands**

Cannibble reserves its rights to use NATURA facilities to manufacture its own labels. In that case NATURA will act as the sub-contractor for Cannibble with an agreed preferred manufacturing price for Cannibble.

**16. TERMS OF PAYMENT**

It is agreed by the parties that the terms of payment for royalties fees to Cannibble will be between 15<sup>th</sup> – 20<sup>th</sup> day of the consecutive month for the royalties accumulated of the previous month.

**17. RECORDS AND INSPECTION**

NATURA shall maintain or cause to be maintained a true and correct set of records pertaining to the gross Sales and revenues of all the products in this Agreement. NATURA agrees to grant access to Cannibble's CFO or its representatives to its financial records related to this agreement only, as may be necessary to Cannibble's accounting and filing.

**18. TERMS OF THE AGREEMENT**

The parties agree that the term of this Agreement shall remain in place from the date of execution of this Agreement below ("Initial Term"). Unless terminated, the terms herein shall be renewed automatically on a year-to-year basis.



Notwithstanding, the term or renewal of this Agreement, either party may terminate this Agreement, without reason or cause and at any time, by providing twelfth months (12) advance written notice to the other party, which termination shall take effect upon the expiry of the twelfth (12) months after date of notice period.

**18.1. Termination**

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect perpetually until terminated in accordance with the following terms

**18.1.1. Bankruptcy**

Licensor may terminate this Agreement upon written notice to Licensee if Licensee is adjudged bankrupt, applies for judicial or extra-judicial settlement with its creditors, voluntarily files for bankruptcy, or in the event an involuntary bankruptcy action is filed against Licensee and not dismissed within ninety (90) days, or if Licensee otherwise discontinues business.

**18.1.2. Failure of payments**

In case of licensee failure of royalties payments of 90 consecutive days without the consent of the company, this agreement will be terminated immediately.

**19. NON-COMPETE**

Cannibible maintains a right of first refusal to develop new food and beverage products for Natura that fall within the scope/category of items already in its product portfolio. Nature preserves the right to approve or reject these products based on customer requirements or some other reasonable criteria. In the event that Natura rejects Cannibible's offering, Cannibible acknowledges Natura's right to manufacture, procure or otherwise secure competing products to fulfill customer requests.

**20. LAW AND JURISDICTION**

This Agreement shall be governed by the state of California law and undertake to submit to the jurisdiction of Sacramento, waiving any other jurisdiction that could correspond them.

**21. ENTIRE AGREEMENT**

No amendment of this Agreement will be valid unless made in writing signed by a duly authorized representative of both parties. No provision of this Agreement will be deemed waived and breach or default excused unless the waiver or excuse is in writing and signed by the party issuing it. The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the

parties and shall constitute the entire agreement between them concerning the subject matter of this Agreement.

**22. ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of each party's successors and assigns. Notwithstanding the foregoing, neither party shall assign, by operation of law or otherwise, any of its rights or obligations hereunder nor permit the same to be assigned by operation of law, except with the other party's prior written consent, provided, however, subject to the provisions of this Agreement, nothing contained herein shall restrict the ability of each party to assign by operation of law or otherwise, this Agreement or any of its rights or obligations hereunder, nor prohibit the same to be assigned by operation of law or otherwise, to a successor-in-interest to it or to an affiliate that agrees to be bound by all of the terms and conditions in this Agreement.

**23. BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.

**24. PUBLICITY**

All publications will be coordinated, agreed and approved by both parties

This Agreement shall become effective as of the date of signature.

Date:

Agreed and accepted:

Cannibale: Mr. Joav Bar Joseph, CEO

Date: 05/30/2019

NATURA Life Science: Mr.

CEO

Date: 5/30/2019.