

## TRADEMARK AND COPYRIGHT LICENSE AGREEMENT

This TRADEMARK AND COPYRIGHT LICENSE AGREEMENT (this “**Agreement**”) is entered into by and between BLITZ NV, LLC, a Nevada limited liability company (“**Licensor**”), and Vulcan Enterprises US, LTD, a Wyoming Corporation (“**Licensee**”), each a “**Party**” and collectively, the “**Parties**”, and effective as of the 28<sup>th</sup> day of September, 2018 (“**Effective Date**”).

### WHEREAS

- A. Licensor has the right to license the use of certain trademarks and service marks, as set forth in Schedule “A” (the “**Marks**”), and certain copyrights in certain works of authorship, as set forth in Schedule “B” (the “**Works**”);
- B. Licensee and Licensor are commonly controlled entities; and
- C. Licensee and Licensor both desire that Licensee be permitted to use the Marks and the Works in connection with Licensee’s business, but only in manners that are mutually agreed to by the Parties.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual consideration and promises contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged by all Parties, the Parties hereby agree as follows:

### 1. GRANT OF LICENSE

- 1.1 **Trademark License.** Licensor hereby grants to Licensee a non-exclusive, worldwide, right and license to use the Marks, in connection with the development, manufacture, packaging and sale of products derived from, or containing, cannabis, cannabinoids, or CBD oil (collectively “**Products**”) for the purpose of marketing, promoting, selling, and distributing such CBD Products, provided that the Products and all associated promotion and advertising comply with all applicable laws and regulations relating to such Products in each jurisdiction in which they are advertised, manufactured, shipped, offered for sale, or sold.
- 1.2 **Copyright License.** Licensor hereby grants to Licensee a non-exclusive, worldwide, right and license to copy, perform, publish, distribute and create derivative works based on the Works, solely on Products and on packaging, signage, advertising, marketing and promotional materials related to the Products.
- 1.3 **Approvals.** Licensor will approve Products and related materials in connection with which the Marks are used, and Licensee agrees not to use the Marks on any goods or services not pre-approved by Licensor. Licensor will also approve packaging, advertising, signage, marketing materials and other materials on which the Works are used, and Licensee agrees not to use the Works on materials not pre-approved by Licensor. Licensee will submit Products and materials bearing the Works for approval and Licensor will promptly approve or dis-approve such items. In the event no dis-approval is received within seven (7) days, the items will be deemed approved.

- 1.4 **Sublicensing.** Licensee may sublicense any of its rights under this Agreement with Licensor's prior written consent provided that Licensee is responsible for ensuring that all uses of the Marks and Works by all sublicensees are limited to those uses permitted under this Agreement.
- 1.5 **Retained Rights.** All rights in the Marks and Works that are not expressly granted herein are reserved to, and retained by, Licensor. Licensee agrees to make no use of the Marks or the Works other than as expressly permitted in this Agreement.
- 1.6 **Future Marks, Works, and Uses.** Licensor and Licensee may amend Exhibit A and Exhibit B at any time to include additional trademarks, service marks and works of authorship, such amendments serving to extend the licenses and rights granted herein to Licensee to such additional trademarks, service marks and works of authorship as of the date of the amendment, or retroactively if so agreed by the Parties and noted on the amended Exhibits.
- 1.7 **Territorial Restrictions.** To the extent Licensor determines, in its reasonable discretion, that additional license agreements or restrictions are necessary in a given jurisdiction, Licensor and Licensee may enter into a separate territory-specific license agreement in such jurisdiction. To the extent any separate license is executed and/or recorded in connection with the Marks or Works, such separate license shall be deemed to be a memorialization of the rights and obligations described herein and, to the extent any such separate license or other document is inconsistent with this Agreement, the separate license or other document and this Agreement shall be interpreted together such that the maximum possible rights and goodwill in the Marks and Works are preserved for the benefit of Licensor, while granting Licensee the full scope of rights to use the Marks and Works as set forth in this Agreement that are permissible in the applicable jurisdiction or field of use.

## 2. **QUALITY CONTROL**

- 2.1 Upon request, after approval, Licensee will provide Licensor with a reasonable number of current samples of any approved Products (where legal) and materials displaying the Works for the purpose of on-going review and quality monitoring by Licensor. In the event Licensor reasonably determines that the quality of the samples is not consistent with the quality of the approved Products or materials, Licensor will notify Licensee in a writing describing the alleged inconsistency in reasonable detail. The Parties will then negotiate in good faith for no less than thirty (30) days in an effort to resolve the allegation. If the Parties are unable to resolve the allegation, then Licensee shall cease production or use of the Products and/or materials at issue within ninety (90) days. In the event Licensee (or its sublicensees) have remaining inventory of the CBD Products and/or materials at issue, Licensee (or its sublicensees) shall have no less than one hundred eighty (180) days after the expiration of the ninety (90) day period to sell or dispose of such remaining inventory irrespective of any inconsistency or allegation.

### 3. **USE OF TRADEMARKS AND WORKS**

- 3.1 Licensee will use the Marks and Works in compliance with any guidelines for use provided by Licensor, provided that (i) once approval has been obtained, Licensee will not be required to alter any Products or materials in inventory or in the process of being produced or packaged as a result of any request by Licensor to alter such guidelines, and (ii) Licensor agrees to act reasonably and request alterations in such guidelines after initial approval only when reasonably required for a legitimate business purpose.
- 3.2 Any use of the Marks or Works by Licensee shall be accompanied by a notice that the use is a licensed use by Licensee and that Licensor is the owner of the Marks and Works.

### 4. **OWNERSHIP**

- 4.1 Licensee recognizes Licensor's right, ownership and title to the Marks and Works. All goodwill associated with the Marks and Works shall, at all times, inure to the benefit of Licensor and Licensee shall gain no rights in the Marks or Works by virtue of use or otherwise other than as expressly granted in this Agreement.
- 4.2 Licensee will cooperate with Licensor, at Licensor's expense and option, for the purposes of registering or otherwise protecting the Marks and the Works in registries designated by Licensor and protecting, preserving and enhancing Licensor's interest in the Marks and Works.

### 5. **TERM**

- 5.1 This Agreement and all licenses granted hereunder will commence on the Effective Date, continue in full force and effect for an initial term of fifteen (15) years ("**Initial Term**") and will automatically renew for recurring one year terms thereafter (each a "**Renewal Term**") unless one Party gives the other Party written notice of its intent not to renew and does so at least sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term. The "**Term**" shall commence on the Effective Date and end on the later of the end of the Initial Term and the end of the last Renewal Term (if any).
- 5.2 In addition to termination by notice of non-renewal as set forth above, this Agreement and the licenses granted hereunder may be terminated as follows:
- (a) immediately by either Party giving the other Party written notice of termination in the event the other Party becomes insolvent, commits an act of bankruptcy, or makes an assignment for the benefit of creditors, or if a receiver or receiver-manager is appointed for Licensee or for any of its assets, or if any proceeding in bankruptcy, receivership, winding up, or liquidation is initiated in respect of such Party, or if such Party ceases to carry on business; or
  - (b) by either Party by giving the other Party written notice of termination in the event of the breach of any term or condition of this Agreement, which breach is not cured within 30 days after receiving written notice of such breach.

## 6. INDEMNIFICATION

### 6.1 Indemnification.

- (a) Each Party agrees to indemnify the other Party and undertakes to defend the other Party against and hold such Party harmless from any third party claims, suits, costs and expenses (including reasonable legal fees and expenses), liability, loss or damage arising out of a breach of this Agreement.
- (b) Licensor further agrees to indemnify Licensee and undertakes to defend Licensee against and hold Licensee harmless from any third party claims, suits, costs and expenses (including reasonable legal fees and expenses), liability, loss or damage claiming or alleging that use of the Marks and Works by Licensee (or its sublicensees) as permitted hereunder infringes, misappropriates, or violates the rights of any third party.
- (c) Licensee further agrees to indemnify Licensor and undertakes to defend Licensor against and hold Licensor harmless from any fine or penalty, or any third party claims, suits, costs and expenses (including reasonable legal fees and expenses), liability, loss or damage arising from Licensee's (or its sublicensees') use of the Marks or Works that is not otherwise covered by Sections 6.1(a) or 6.1(b) above.

6.2 **Limitation of Liability.** Except to the extent of indemnification obligations otherwise provided in this Section 6, in no event shall either Party be liable to the other, regardless of the form of action or theory of recovery, for any indirect, special, exemplary, consequential, incidental, or punitive damages, or for lost profits or business interruption losses arising from or in connection with this Agreement.

## 7. EFFECT OF TERMINATION

7.1 Upon expiration or termination of this Agreement for any reason:

- (a) Licensee shall immediately cease all manufacturing of the Products and any related displays, packaging or materials, and shall provide an accurate inventory of all remaining Products and associated marketing materials to Licensor;
- (b) Licensee shall, subject to Section 7.1(a) have a period of six months (6 months) (the "**Sell-off Period**") to dispose of then-existing approve Products and materials displaying or using the Works that are in Licensee's (or its sublicensees') possession or control as of the effective date of termination; and
- (c) Upon conclusion of the Sell-Off Period: (i) Licensee will immediately discontinue use of the Marks and Works; and (ii) without limiting any other provision of this Agreement, all rights in the Marks and Works will remain the property of Licensor.

7.3 All provisions of this Agreement that, by their nature, should survive termination or expiration, shall survive termination or expiration of this Agreement.

8. **INFRINGEMENT.** Licensee agrees that Licensee will promptly call to the attention of Licensor the use of any marks or works by any third party which Licensee considers might be an infringement or passing off. Licensor shall have the sole right to decide whether or not any action shall be brought against such third parties. In the event that Licensor decides action should be taken against such third parties Licensor may take such action in its own name and Licensee agrees to cooperate fully with Licensor to whatever extent it is necessary to prosecute such action, all expenses being borne by Licensor and all damages which may be recovered being solely for the account of Licensor.

9. **ROYALTY AND PAYMENT.** Licensee shall pay to Licensor the fixed amount of fifty thousand dollars (\$50,000.00) within seven (7) days of the execution of this Agreement by all parties as full payment in advance for the rights and licenses granted herein during the first twelve (12) months of the Term. Thereafter, on each anniversary of the Effective Date (beginning on September 28, 2019 and each September 28<sup>th</sup> thereafter during the Term), Licensee shall pay an up-front, annual, fixed license fee of fifty thousand dollars (\$50,000.00) as payment in advance for following twelve (12) months of the Term. For the avoidance of doubt, it is understood that once a Party provides notice of non-renewal as set forth in Section 5.1 above, no additional payments will be required after the date of such notice. In the event of any delay or failure of payment under this Agreement, Licensor shall give written notice to Licensee, and Licensee shall have seven (7) days after receipt of such notice to cure such payment delay. If payment is not made within the cure period, the Term (and all licenses and rights granted herein) shall terminate automatically thirty (30) days after the receipt of such notice, subject to the provisions of Section 7 above.

10. **GENERAL**

10.1 Amendments. No Party will claim any amendment, modification, or release from any provision hereof by mutual agreement, acknowledgement or acceptance, unless in writing signed by an authorized representative from each Party.

10.2 Assignment. Neither Party may assign this Agreement or any license granted hereunder without the prior, written consent of the other Party. Any assignment made absent both Parties prior written consent shall be null and void.

10.3 Entire Agreement. This Agreement, including the Exhibits, constitutes the entire agreement between the Parties in respect of the subject matter hereof and supersedes all previous representations, warranties, dealings, agreements, undertakings and expectations of the Parties whether provided verbally, in writing or in any other manner.

10.4 Waiver. No waiver of any provision of this Agreement is binding unless it is in writing and signed by the Party entitled to grant the waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any default, breach or non-compliance of any provision of this Agreement will be deemed to be a waiver of any continuing or subsequent breach of that provision, whether of the same or any other nature

- 10.5 Governing Law. This Agreement, each transaction entered into under this Agreement, and all matters arising out of or related to this Agreement shall be governed in all respects by the laws of the State of Nevada, without giving effect to its rules relating to conflict of laws.
- 10.6 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- 10.7 Notices. Any notice or other written communication required by this Agreement will be deemed given the next business day when delivered by email to the following addresses:
- (a) Licensor:
    - (i) Attention: Michael Feder
    - (ii) Email: REDACTED
  - (b) Licensee:
    - (i) Attention: Todd Thompson
    - (ii) Email: REDACTED
- 10.8 Counterparts. This Agreement may be executed in two or more counterparts each of which will be deemed an original, all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

**LICENSOR**

**LICENSEE**

**Blitz NV**

**VULCAN ENTERPRISES US, LTD**

By: "Michael Feder"  
Name: Michael Feder  
Title: President

By: "Todd Thompson"  
Name: Todd Thompson  
Title: President

**SCHEDULE "A"**

**MARKS**



**SCHEDULE "B"**

**WORKS**

