

TRADEMARK & COPYRIGHT LICENSE AGREEMENT

This trademark & copyright license agreement (“**Agreement**”) is entered into by and between **Ignite International, Ltd.** (“**Licensor**”), a Wyoming corporation, and **Ignite International Brands (Canada) Ltd.** (“**Licensee**”), a British Columbia corporation, located at 11 Cidermill Avenue, Vaughan, Ontario, Canada, L4K 4B6, each a “**Party**” and collectively, the “**Parties**”, and is effective as of the Closing Date as defined in the Business Combination Agreement dated April 9, 2019 between Licensor, Ignite International Brands, Ltd., 1203243 B.C. Ltd., 1203238 B.C. Ltd, and the shareholders of Licensor (“**Effective Date**”).

WHEREAS:

- A. Licensor has the right to license the use of certain trademarks and trade names and related intellectual property, as set forth in Schedule A to this Agreement, including any and all applications and resulting registrations for said marks (collectively, the “**Trademarks**”) and certain copyrights (also set forth in Schedule A) associated with such Trademarks (the “**Copyrights**” and together with the Trademarks, the “**Trademarks and Copyrights**”) in association with the design, customization, development, manufacturing, production, packaging, use, marketing, promotion, sale, and distribution of products and associated goods as may be agreed to by the Parties in writing (collectively, the “**Rights**”);
- B. Licensee plans to design, customize, develop, manufacture, produce, package, use, market, promote, sell, and distribute (collectively, “**Produce**” or “**Production**”) certain products, the particulars of which are set out in Schedule B hereto (the “**Products**”); and
- C. Licensor wishes to collaborate with and support Licensee towards this end by licensing the Rights for use with the Products in all provinces and territories in Canada (the “**Territory**”), on the terms and conditions hereinafter set forth.

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, the Parties agree as follows:

1. GRANT OF LICENSE

- 1.1 Licensor hereby grants to Licensee (even with respect to Licensor), and Licensee accepts an exclusive and royalty bearing license to use the Trademarks and Copyrights in the Territory, in connection with (a) Products that contain one or more of cannabidiol (“**CBD**”), tetrahydrocannabinol (“**THC**”), and nicotine; and (b) non-cannabis Products (the “**License**”). For greater certainty, the License allows Licensee to Produce the Products in accordance with this Agreement.
- 1.2 Licensee is not permitted to sublicense any of its rights under this Agreement without Licensor’s prior written consent (which shall not be unreasonably withheld), provided however that Licensee may:
 - (a) utilize third-parties to assist in the Production of the Products; and

- (b) sublicense any of its rights under this Agreement to its wholly-owned subsidiaries, upon written notice to Licensor,

pursuant to appropriate and legally binding agreements that include intellectual property ownership terms and confidentiality terms substantially similar to those contained herein, and provided that Licensee is responsible for ensuring that all uses of the Trademarks and Copyrights by all sublicensees are limited to those uses permitted under this Agreement.

- 1.3 If Licensor determines in its reasonable discretion that Licensee is unable to meet the entire demand for the Products in the Territory or a portion of the Territory, Licensee will increase its production of Products in the Territory or portion of the Territory (which may include engaging third-parties to assist in the manufacture and production of the Products).
- 1.4 Licensee agrees to pay for all manufacturing shipping and packaging to be used in respect of the Products (the “**Packaging**”). Licensee shall provide complete and accurate specifications for all Packaging to Licensor for its approval prior to manufacturing (other than samples and prototypes) or any commercial use. If Licensee does not receive any notice of disapproval of any packaging within 20 days of receipt of the specifications by Licensor, the Packaging shall be deemed approved by Licensor. In the event that Licensor requires alterations to the Packaging after approval, Licensor shall credit Licensee for the reasonable cost of such alterations for any packaging purchased by Licensee within 20 days of Licensor’s notice of the required alteration; however, if the Packaging must be altered for any reason outside of Licensor’s reasonable control (e.g. legal or regulatory compliance), Licensee shall be responsible for all such costs.
- 1.5 Licensee agrees to pay for all advertising and all advertising, marketing and promotional materials (including, without limitation, all signage, literature, advertising, and electronic materials) displaying any of the Trademarks and Copyrights or any variations or derivatives thereof (the “**Promotional Materials**”).
- 1.6 Licensee agrees not to use the Trademarks and Copyrights (or any colorable variations thereof) on or in any Products or materials, including Promotional Materials (“**New Materials**”) other than those pre-approved by Licensor. Prior to the use of any New Materials, Licensee will provide Licensor with copies, samples, or exemplars, as applicable, of the New Materials for approval by Licensor. If Licensor provides notice of disapproval of any copy, sample, or exemplar, such disapproval will be delivered with a notice detailing with reasonable particularity the reason(s) for disapproval, and a corrective action plan, which if complied with will lead to subsequent approval by Licensor. If Licensee does not receive any notice of disapproval within 20 days of receipt of the copies, samples, or exemplars by Licensor, the copies, samples, and exemplars will be deemed approved. Licensee specifically undertakes to revise to the satisfaction of Licensor any such New Materials that are not approved by Licensor.
- 1.7 In the event that Licensor requires alterations to Promotional Materials after approval of such Promotional Materials, Licensor shall credit Licensee for the reasonable cost of such alterations for any such Promotional Materials created or purchased by Licensee within 20 days of Licensor’s notice of the required alteration; however, if the Promotional Materials must be altered for any reason outside of Licensor’s reasonable control (e.g.

legal or regulatory compliance), Licensee shall be responsible for the costs of previously created or purchased Promotional Materials. In no event, however, shall Licensor be responsible for any costs relating to any physical signage or any alterations thereto.

- 1.8 Licensee will not use the Trademarks and Copyrights outside of the Territory without the specific written approval of Licensor, which may be withheld in the sole and unfettered discretion of Licensor.

2. **CHARACTER AND QUALITY CONTROL**

- 2.1 Licensor will at all times have control of the character and quality of the Products being used in association with the Trademarks. Licensor has the right, at all reasonable times, subject to the limitations of applicable laws regarding entry onto a licensed premises with at least 7 days' notice, to inspect Licensee's business premises and the business premises of Licensee's third party service providers involved in dealing with Products, subject to the approval of such third party service providers. Licensee shall supply Licensor, upon request, with specimens showing use of the Trademarks and Copyrights in association with the Products and Packaging provided by Licensee and shall otherwise permit and assist Licensor to observe Licensee's activities relating to the Trademarks and Copyrights and Rights in order to ensure that Licensee is in compliance with the instructions, standards, and specifications for provision of the Products, Packaging, Promotional Materials and guidelines for use of the Trademarks and Copyrights provided or approved by Licensor, and is in compliance with this Agreement.

- 2.2 Licensee will comply with all applicable laws and regulations, and obtain all appropriate government approvals, pertaining to the provision, advertising and promotion of the Products. Licensee will only use the Trademarks and Copyrights as permitted by the applicable laws, including, without limitation, all Acts and Regulations relating to the production, sale and promotion of cannabis and cannabis accessories.

3. **USE OF TRADEMARKS AND COPYRIGHTS**

- 3.1 Licensee will use the Trademarks and Copyrights strictly in accordance with any specifications, instructions, and guidelines for use provided by Licensor, which specifications, instructions and guidelines (as of the Effective Date) have been delivered to Licensee on the Effective Date or as Licensor may provide from time to time. Licensee will not use or otherwise exercise rights in the Trademarks and Copyrights except as expressly permitted by and in accordance with this Agreement, subsequent written agreement of the Parties, or applicable laws.

- 3.2 In the absence of any directions from Licensor to the contrary, any use of the Trademarks and Copyrights by Licensee shall be accompanied by a notice that the use is a licensed use by Licensee and specify the relevant owner of the Trademarks and Copyrights, pursuant to Section 4.3 below.

- 3.3 Licensee will not use any other marks in combination with the Trademarks and Copyrights without the written approval of Licensor. Except as set out in Schedule C, Licensee will not use the Trademarks and Copyrights, or any words or marks likely to be

confused therewith, in or as part of its trade name, corporate name, or any domain name, without the written approval of Licensor.

4. OWNERSHIP OF TRADEMARKS AND COPYRIGHTS

- 4.1 Licensee recognizes Licensor’s right, ownership and title to the Trademarks and Copyrights, and where applicable, Licensor’s right to use and sublicense the Trademarks and Copyrights, in all areas of the world, other than the Territory. Licensee agrees that any use of a trademark or work of authorship by Licensor, the owner of the Trademarks or Copyrights, or its licensees, when displayed in conjunction with text other than “Ignite” but not confusingly similar to “Ignite”, does not infringe upon the license provided by Licensor to Licensee under this Agreement to use the Trademarks and Copyrights. Licensee shall not claim adversely to Licensor (and to the trademark owner) any right, title or interest in and to the Trademarks and Copyrights or any other copyrights, trademarks, service marks or distinctive features of the signs, advertising, literature or other materials used in association with, or colorably similar to, the Trademarks and Copyrights.
- 4.2 Licensee will not itself, and will not assist, permit, or encourage any other person or entity to, adopt, claim, use, or apply to register, record, or file any trademark, trade name, copyright, social media identifier, domain name or design that is identical or colorably similar to any of the Trademarks and Copyrights, that is derived from or based on any of the Trademarks and Copyrights, or that violates the Rights, without the written approval of Licensor.
- 4.3 In the absence of any directions from Licensor to the contrary, any use of the Trademarks and Copyrights by Licensee, including uses on packaging, enclosures, and other Product packaging and information-bearing materials, shall be accompanied by the following notices, wherever reasonable space permits:
- (a) for the word mark IGNITE found in Schedule A:
“IGNITE is a trademark of Ignite International, Ltd. and used under license”
 - (b) for the design marks found in Schedule A:
“IGNITE design is a trademark of Blitz NV, LLC and used under license”; or
 - (c) such other legal lines as may be specified or agreed to by Licensor from time to time in its sole discretion.

5. LICENSOR OBLIGATIONS

- 5.1 To ensure Licensee can maintain consistency with Licensor’s depiction of the Trademarks and Copyrights, Licensor shall, within 10 days of any request from Licensee, provide Licensee with:
- (a) access to the Trademarks and Copyrights, in such electronic format as Licensee may reasonably request in order for it to perform its obligations under this Agreement; and

- (b) samples of packaging, promotional materials or any other materials that display the Trademarks and Copyrights.

6. TERM

- 6.1 This Agreement and the License granted hereunder will commence on the Effective Date, and continue in full force and effect for an initial term of 5 years (the “**Initial Term**”). Upon the expiration of the Initial Term, Licensor and Licensee shall have the opportunity to renegotiate in good faith. Should the Parties fail to reach a mutually satisfactory agreement before 40 days from the end of such 5 year period, then this Agreement will extend for a further 5 year fixed term commencing from the end of such 5 year period (the “**Renewal Term**”, collectively with the Initial Term, the “**Term**”). Licensor acknowledges that, as of the Effective Date, Licensee is engaging in a royalty rate study by transfer pricing and tax experts (“**Royalty Study**”). If, due to findings of the Royalty Study, Licensee proposes changes to this Agreement regarding the Term or regarding Section 10, the Parties shall without delay use commercially reasonable efforts to negotiate amendments to this Agreement to address issues raised by the Royalty Study.
- 6.2 In addition to the termination due to non-renewal as set forth above, this Agreement and the License granted hereunder may be terminated:
 - (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 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, provided that Licensor’s right to terminate shall be subject to Section 6.3; 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.
- 6.3 The Parties acknowledge that Licensee is a licensee of intellectual property and that Licensee shall be entitled to all benefits granted to licensees of intellectual property under provisions of the *Bankruptcy and Insolvency Act* (Canada) (“**BIA**”) and the *Companies Creditors Arrangement Act* (Canada) (“**CCAA**”), including, without limitation, that no disclaimer or resiliation of this Agreement under a BIA or CCAA process will affect Licensee’s right to continue to use the Trademarks and Copyrights as provided in this Agreement, provide that Licensee continues to fulfill its obligations with respect to such use.
- 6.4 If the license agreement by which Licensor receives the right to license the Ignite design marks set out in Schedule A (“**Ignite Design**”) is terminated, and upon 20 days’ notice to Licensee, Licensor may terminate the License with respect to Ignite Design and the provisions of Section 8.1 shall apply with respect to Licensee’s use of Ignite Design.

7. INDEMNIFICATION & LIMITATION OF LIABILITY

- 7.1 Each Party hereby 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 and damage arising out of a material breach of this Agreement.
- 7.2 Licensee hereby agrees to indemnify Licensor and undertakes to defend Licensor against and hold Licensor harmless from any third party claims, suits, costs and expenses (including reasonable legal fees and expenses), liability, loss and damage arising from or in connection with the Production of the Products by Licensee (or its sublicensees), provided that Licensee shall have no obligation to indemnify to the extent that Licensor's recommended changes with respect to Production of the Products causes the indemnifiable claim.
- 7.3 Licensor hereby agrees to indemnify Licensee and undertakes to defend Licensee against and hold Licensor harmless from any third party claims, suits, costs and expenses (including reasonable legal fees and expenses), liability, loss and damage claiming or alleging that the use of the Trademarks and Copyright by Licensee (or its sublicensees) as permitted hereunder violates the rights of any third party.
- 7.4 Except to the extent of indemnification obligations otherwise provided in this Section 7, 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.

8. EFFECT OF TERMINATION

- 8.1 Upon expiration or termination of this Agreement for any reason:
- (a) Licensee shall, subject to Section 8.1(b), have a period of 6 months (the "**Sell-off Period**") to dispose of then-existing Products that use the Trademarks and Copyrights. Notwithstanding anything to the contrary in this Agreement, any such Sell-off Period shall be non-exclusive, meaning that Licensor may grant a license to third parties to sell competing products or services bearing the Trademarks or Copyrights, in the Territory during the Sell-off Period.
 - (b) Licensor may, in lieu of the Sell-Off Period, purchase all unsold Products, and new and unused sales and marketing materials, then in Licensee's possession, custody, or control at cost of such Products agreed to by the Parties, plus administrative charges for recovery of costs of Licensee associated with the purchase (including reasonable shipping charges and applicable taxes).
 - (c) Upon conclusion of the Sell-Off Period, or otherwise upon payment as provided in Section 8.1(b): (i) Licensee will immediately discontinue use of the Trademarks and Copyrights and discontinue use of trade names, corporate names (unless otherwise agreed to in writing by Licensor), trading styles, and domain names containing the Trademarks and Copyrights and any device, mark or name

colorably similar to the Trademarks and Copyrights.; (ii) Licensee will immediately surrender to Licensor, or if requested by Licensor, destroy, all products and materials in its possession or control bearing, using or referring to the Trademarks and Copyrights or any colorably similar device, mark or name; and (iii) without limiting any other provision of this Agreement, all rights in the Trademarks and Copyrights and all related goodwill will remain the property of Licensor.

- 8.2 Neither the expiration nor termination of this Agreement shall relieve a Party of paying to the other Party all amounts due and owing through the date of termination, and for any Sell-off Period.
- 8.3 The provisions of Sections 4, 6, 7, 8, 11, 12, 14, 16.1, 16.2, 16.3, 16.5, 16.7, 16.8, 16.9 and 16.13 shall survive expiration or termination of this Agreement.

9. **INFRINGEMENT**

- 9.1 Licensee agrees that Licensee will promptly notify Licensor of the use of a trademark or work of authorship by any third party which Licensee considers might be one or more of an infringement, passing off, and depreciation of any of the Trademarks and Copyrights. 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 the extent 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. In the event Licensor does not pursue an action against third parties, subject to Licensor's approval, Licensee may take such action in its own name and Licensor agrees to cooperate fully with Licensee to the extent necessary to prosecute such action, all expenses being borne by Licensee and all damages which may be recovered being solely for the account of Licensee.

10. **ROYALTY AND PAYMENTS**

- 10.1 Licensee covenants to pay to Licensor, on a monthly basis, the following percentages of the aggregate total Gross Revenue received by Licensee, directly or indirectly, from the sale of the Products commencing with the first commercial sale of any Product within the Territory (provided that no royalties shall be owing during the first year of the Term):
- (a) 5% of the aggregate total Gross Revenue from the first anniversary of the Effective Date until the end of the third year of the Term;
 - (b) 4% of the aggregate total Gross Revenue from the third anniversary of the Effective Date until the end of the fourth year of the Term;
 - (c) 3% of the aggregate total Gross Revenue from the fourth anniversary of the Effective Date until the end of Initial Term; and
 - (d) 2% of the aggregate total Gross Revenue for any Renewal Term.

(the “**Royalty**”).

- 10.2 “**Gross Revenue**” shall equal the full price billed by Licensee to its customers for sales of Products, regardless of whether such sums are received by Licensee, subject only to the following deductions: (a) returns or refunds made in the ordinary course of business, provided that such returns or refunds are commercially reasonable and that Licensee provides documentation to Licensor for each such deduction, (b) trade incentives, such as discounts and commissions, subject to Licensor’s prior written approval; (c) trade, quantity or cash discounts, subject to Licensor’s prior written approval; (d) credits, rebates, chargebacks or retroactive price adjustments, subject to Licensor’s written approval; and (d) shipping costs, and sales, excise or other taxes attributed to the manufacture, production, sale, delivery or use of said Products, including taxes and tariffs applicable to the export of said Products. In the case of a branded dispensary using one or more of the Ignite name and the Trademarks and Copyrights, the Royalty will extend to all gross sales of all products in the dispensary, whether Ignite-branded or otherwise.
- 10.3 Licensee agrees to make each Royalty payment to Licensor in the manner and to the account(s) as may be directed by Licensor from time to time, acting reasonably, on or before the 30th day of each calendar month, in respect of the Royalty amounts payable in the preceding calendar month.
- 10.4 Licensee is entirely responsible for payment of any and all costs of the Products, including their manufacture, advertising, and shipping including but not limited to any duty, tariff, tax or other charge imposed by any foreign, federal, state, provincial, local or other law not in effect or hereafter enacted, with respect to the sale and delivery of the Products.
- 10.5 Licensee undertakes that it will make all payments to supplying companies and associate companies as and when such payments are due and duly perform all its other legal obligations to such companies.
- 10.6 In the event of default by Licensee to pay any amount under this Agreement when due, Licensee shall pay interest on such balance at a rate of 12% per annum (or the maximum rate permitted by applicable law, whichever is less) until such balance has been paid.

11. **RECORDS AND AUDIT RIGHTS**

- 11.1 Licensee shall keep complete and accurate records of all information necessary to calculate the Royalty. These records shall be maintained in accordance with generally accepted accounting principles, and Licensee shall make these records available to Licensor at such places where records are customarily kept by Licensee for inspection during normal business hours of Licensee, subject to the limitations of provincial and federal law applicable to licensed entities.
- 11.2 Licensor shall have the right, subject to the limitations of provincial and federal law applicable to licensed entities, to have audited the records of Licensee, to establish compliance with this Agreement, by an independent firm of Certified Public Accountants or equivalents selected by Licensor upon giving Licensee reasonable notice of such audit. The audit shall take place during regular business hours of Licensee. Such an audit may

be conducted (i) once per year, or once per quarter if Licensor has given reasonable notice of a breach of the provisions of this Agreement and the breach has not been cured, and (ii) on termination of this Agreement.

- 11.3 If any investigation by an auditor appointed by Licensor results in a determination that Licensee has paid more than the amount required under this Agreement, such excess shall be immediately refunded or credited against future amounts payable, at the sole option of Licensor. If the investigation results in a determination that Licensee has paid less than the amount required under this Agreement, and Licensee does not challenge the results of the investigation within 15 days (“**Dispute Period**”), resulting in a deficiency, then Licensee shall pay:
- (a) such deficiency within 2 business days following the expiry of the Dispute Period; and
 - (b) the cost of the audit if:
 - (i) such deficiency is at least five percent (5%) of the amount that was actually owed, or
 - (ii) the investigation by the auditor results in a determination that the records of Licensee were inadequate to permit the determination of the amounts required to be paid under this Agreement.

12. **CONFIDENTIAL INFORMATION**

- 12.1 “**Confidential Information**” means information, in whatever form, that is not generally available to third parties or the public including, without limiting the generality of the foregoing, financial, commercial, scientific or technical information disclosed by one Party to the other Party including (without limitation): (i) proprietary products or services, related technology, ideas and algorithms, all research, data, specifications, plans, drawings, prototypes, models, tooling, documents, recordings, instructions, manuals, papers, know-how including, but not limited to know-how, inventions, techniques, processes, methods of doing business; (ii) trade secrets; (iii) either Party’s technical, business or financial information and plans, business practices and strategies, business plans, contracts, client lists, purchase requirements, business plans, forecasts and market strategies, production processes, product specifications and formulas, methods, technical and product bulletins, data on equipment sold and serviced, surveys, and research and development programs; (iv) the terms, but not the existence, of this Agreement; and (v) any item marked as confidential by the disclosing Party. Confidential Information does not include any information which is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the recipient Party, or is rightfully acquired by the recipient Party from a third party who is not in breach of an agreement to keep such information confidential.
- 12.2 All Parties to this Agreement agree to keep Confidential Information provided to each other under this Agreement confidential and not to disclose it to any person or to use it for any purpose, except as may be necessary in the proper discharge of their obligations under this Agreement.

- 12.3 Confidential Information may only be disclosed as required to comply with binding orders of governmental entities or courts of law that have jurisdiction over it, provided that the receiving Party (i) gives the disclosing Party reasonable written notice to allow the disclosing Party to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity or the court of law, and (iii) uses commercially reasonable efforts, at the disclosing Party's cost and expense, to obtain confidential treatment for any of the disclosing Party's Confidential Information so disclosed.
- 12.4 Confidential Information may only be disclosed to those affiliates, employees and agents on a need to know basis in connection with their work, and who are informed of its confidential nature.
- 12.5 The obligation not to disclose Confidential Information shall remain for 10 years after the termination of this Agreement.

13. **PRODUCT LIABILITY**

- 13.1 During and throughout the Term of this Agreement, Licensee must maintain product liability insurance with respect to all products it manufactures and sells, including, but not limited to, the Products, with a reputable insurance carrier in an amount consistent with similar businesses, naming Licensor as additional insured.
- 13.2 Licensee must notify Licensor as promptly as practicable if a product liability claim or action is commenced or threatened against Licensee. Licensee agrees to fully cooperate with Licensor in connection with any product liability claim that is commenced or threatened against either Party.
- 13.3 If a product liability claim is asserted against Licensee, Licensee will have the right to designate counsel to defend itself in such product liability claim. Pursuant to Section 7.2, Licensee will indemnify Licensor if any such claim is brought against Licensor and Licensor will have the right to designate counsel to defend itself in such a product liability claim, with Licensee being responsible for any fees and costs incurred by Licensor. The Parties shall cooperate with each other in defending against such a claim and consult with the other Party regarding the conduct of the litigation if said cooperation would not adversely affect the attorney-client (or solicitor-client) privilege.
- 13.4 Licensee shall not agree to a settlement of any product liability claim without the consent of Licensor, which consent will not be unreasonably withheld or delayed.

14. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 14.1 Each Party represents, warrants and acknowledges that the other Party is relying upon the following representations, warranties and covenants in connection with its execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereunder:
- (a) Each Party represents and warrants that:

- (i) the Party has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action of the Party. This Agreement has been duly and validly executed by the Party, and constitutes a valid and binding obligation of the Party enforceable against the Party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity, regardless of whether asserted in a proceeding in equity or law.
- (b) Licensor represents, warrants and covenants that:
 - (i) Licensor has all rights necessary to grant the License to Licensee in accordance with the provisions of this Agreement.
 - (ii) To the best of Licensor's knowledge, the licensing and use of the Trademarks and Copyrights in accordance with the terms of this Agreement does not infringe or otherwise violate any intellectual property rights existing as of the date hereof in the Territory.
- (c) Licensee represents, warrants and covenants that:
 - (i) Licensee has, and will throughout the term have, the capacity to Produce the Products bearing the Trademarks and Copyrights of the quality contemplated by this Agreement.
 - (ii) Licensee has, and will throughout the term have, all licenses and permits necessary to perform its obligations pursuant to this Agreement in the Territory.

15. CHANGE OF LAW

- 15.1 The Parties acknowledge and confirm that the Production of the Products in the Territory is subject to extensive regulation and applicable law. If, due to any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement shall become impracticable or impossible ("**Change of Law**"), the Parties shall without delay use commercially reasonable efforts to negotiate amendments to this Agreement necessary and appropriate so that this Agreement may continue in force to achieve the same or substantially the same result. If the Parties are unable to negotiate amendments, this Agreement shall automatically terminate on the terms set forth in Section 8. Where a Change of Law amendment would result in additional costs being incurred disproportionately by one Party, the Parties shall without delay negotiate in good faith to ensure that the contractual arrangements remain beneficial to both Parties.

16. **GENERAL**

- 16.1 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.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, their heirs or legal representatives, successors and permitted assignees, but is personal to Licensee which may not assign the whole or any part of this Agreement, and no rights of Licensee shall devolve by operation of law, sale, merger, consolidation or other business combination involving all or substantially all of Licensee's assets or shares, without Licensor's prior written consent. Subject to the foregoing, this Agreement shall be binding upon any approved assignee or successor of Licensee and shall inure to the benefit of Licensor, its successors and assigns. Licensor shall be entitled without restriction to assign the whole or any part of this Agreement to any person who shall be bound by the obligations of Licensor under this Agreement.
- 16.3 This Agreement, including the Schedules, 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.
- 16.4 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.
- 16.5 The Parties hereto shall comply with all applicable laws, regulations, rules, orders, and other requirements, now or hereafter in effect, of any applicable governmental authority, in the Party's performance of this Agreement and Production of the Products.
- 16.6 All dollar amounts indicated herein are indicated in lawful currency of United States Dollars, and payments and amounts payable under this Agreement shall be in the lawful currency of United States Dollars.
- 16.7 This Agreement and all matters arising from or in connection with this Agreement, are governed by, and are to be interpreted, construed and enforced in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia, excluding any rule or principle of conflicts of laws that may provide otherwise.
- 16.8 Notwithstanding the foregoing, Licensor may bring suit in any appropriate forum or court of competent jurisdiction to avoid irreparable harm or to preserve the status quo, or for any breach (or threatened breach) of infringement or misappropriation of its intellectual property rights, and the Parties hereby irrevocably submit and attorn to the original and exclusive jurisdiction of that court in respect of all of those matters.

- 16.9 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.
- 16.10 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:
- Attention: Jim McCormick, President
- Email: jim@ignite.co
- (b) Licensee:
- Attention: Eddie Mattei, Chief Financial Officer
- Email: eddie@ignite.co
- 16.11 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.
- 16.12 No disclosure or announcement, public or otherwise, in respect of this Agreement or the License granted herein will be made by Licensee without the prior written agreement of Licensor as to timing, content and method.
- 16.13 During the Term and for a period of one (1) year thereafter, Licensee shall not solicit, divert or hire, or attempt to solicit, divert or hire, any Licensor employee or affiliate, without the prior written approval from Licensor.
- 16.14 This Agreement is the product of negotiation and shall not be construed as having been drafted by either Party.
- 16.15 Subject to the conditions of this Agreement, the Parties hereto will, from time to time and at all times hereafter, at the request of the other Party, do all such further acts and things, including executing and delivering all such further deeds, agreements, transfers, documents, assurances and instruments, as will be reasonably necessary in order to fully perform and carry out the terms and intent of this Agreement to document or evidence any of the transactions or events set out in this Agreement, and the Parties hereto will cooperate with each other in doing those acts and things.
- 16.16 Each Party acknowledges having been advised to obtain independent legal and professional advice prior to entering into this Agreement and by entering this Agreement that Party represents that it did obtain or had the opportunity to obtain independent legal and professional advice that it considered appropriate and sufficient.
- 16.17 Time is of the essence of this Agreement including in the performance of every obligation under this Agreement.

[SIGNATURE PAGE TO FOLLOW]

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

LICENSOR

LICENSEE

IGNITE INTERNATIONAL, LTD.

**IGNITE INTERNATIONAL BRANDS
(CANADA) LTD.**

By: *(signed) Jim McCormick*

By: *(signed) Eddie Mattei*

Name: Jim McCormick

Name: Eddie Mattei

Title: President

Title: Chief Financial Officer

SCHEDULE A

TRADEMARKS AND COPYRIGHTS

“IGNITE”, including Trademark Application No. 1,882,311

As of the date of execution of this Agreement, IGNITE is a word mark owned by Ignite International, Ltd.



As of the date of execution of the Agreement, the above Ignite Design marks are owned by Blitz NV, LLC a Nevada limited liability company located at 6005 Las Vegas Blvd. South, Las Vegas, NV 89119, United States of America.

As of the date of execution of this Agreement, Ignite International, Ltd. (formerly Vulcan Enterprises US, Ltd.) has the right to use and sublicense the Ignite Design marks.

SCHEDULE B

PRODUCT DESCRIPTIONS

The term “**Product**” or “**Products**” as used in this Agreement, means (a) products that contain one or more of cannabidiol, tetrahydrocannabinol, and nicotine; and/or (b) non-cannabis items, including, without limitation, promotional items, clothing, accessories (including those related to cannabidiol, tetrahydrocannabinol, and nicotine), food related products, alcoholic and non-alcoholic beverages, cosmetic products, lotions, pet related items (food, lotions, nutritional supplements, clothing, and toys), and personal (sex) lubricants and condoms.

SCHEDULE C

PERMITTED CORPORATE NAMES

Ignite International Brands (Canada) Ltd.