

License Agreement

This License Agreement, including the exhibits attached hereto and hereby incorporated by this reference (together, the "**Agreement**"), is entered into effective as of the date shown in the Sales Quote for Verdure's ingredient(s) (the "**Effective Date**") by and between the Buyer and Customer shown in the Sales Quote for Verdure's ingredient(s) having its principal place of business at the address shown in the Sales Quote for Verdure's ingredient ("**Licensee**"), and Verdure Sciences, Inc., an Indiana corporation ("**Verdure**"). Verdure and Licensee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

WHEREAS, Verdure has (i) developed the standards for use of its copyrights, trademarks, patents, trade secrets, and intellectual property, as amended from time to time in Verdure's discretion (the "**Standard**"), relating to best practices for use of its intellectual property and avoiding violations of intellectual property laws, and (ii) established a Product Verification Program (the "**Program**") for the purpose of initially verifying and periodically re-verifying the products of participants in the Program satisfy or comply with the Standard and applicable laws;

WHEREAS, Verdure may retain various third-party representatives (each, a "**Representative**") to assist Verdure with operating the Program, including, without limitation, by evaluating the products of Program participants for compliance with the Standard, and requires each Program participant to work with a Representative in connection with the Program;

WHEREAS, Verdure owns the names, designs, logos, trademarks, service marks, certification marks, and/or other indicia associated with Verdure, including, without limitation: (i) the mark (the "**Mark**") shown on Exhibit A, attached hereto and incorporated herein, which Mark is registered with the U.S. Patent & Trademark Office ("US PTO"), (ii) (the "**Logo**"), shown on Exhibit A, attached hereto and incorporated herein, which Logo is registered with the US PTO, (iii) Verdure's name ("**Verdure Name**"), and (iv) the text-only mark which is registered with the USPTO. The Mark, the Logo and Verdure Name shall hereinafter be referred to individually and collectively as the "**Trademark**" or the "**Trademarks**"; and

WHEREAS, Verdure wishes to grant and Licensee wishes to accept a limited, nonexclusive, non-transferable, non-assignable, revocable license in the Territory (as defined below) in and to the Trademarks for use on or in relation to the Verified Products (as defined below).

AGREEMENT

Intending to be legally bound, and in consideration of the mutual promises set forth below, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Verdure and Licensee hereby agree as follows:

- 1. Definitions.** The terms set forth below and those defined throughout this Agreement when initially capitalized shall have the meanings ascribed to them.

(a) **“Territory”** means the countries in which Licensee possesses necessary approvals to market the Verified Product, is licensed to conduct business, and was disclosed to Verdure.

(b) **“Verified Product”** means any product of Licensee that has been accepted into the Program and verified to meet the Standard, and continues to meet the Standard upon each re-verification.

(c) **“Marketing Images”** means pictures, charts, tables, graphs, or any other promotional materials produced by Verdure.

2. License Grant.

(a) **The Mark.** Subject to the terms, limitations, conditions, and reservation of rights set forth in this Agreement, Verdure hereby grants to Licensee, and Licensee hereby accepts, a limited-scope, non-transferable, non-exclusive, non-assignable, revocable license in the Territory to use, reproduce, publish, distribute and display the Mark solely on and/or in connection with any Verified Product and to use the Mark, and the goodwill associated therewith, solely in connection with the advertising, promotion, production, manufacture, distribution, shipment, and sale of, any Verified Product; provided that any use, reproduction, publication, distribution, or display of the Mark pursuant to the license in this Section 2(a) shall be in accordance with the guidelines relating to display of the Mark (the **“Trademark Guidelines”**), set forth on Exhibit A, attached hereto and incorporated herein by this reference, as amended from time to time in Verdure’s sole discretion. Licensee shall have no right to, and shall not, use the Mark on any products that are not Verified Products or in connection with any other products or services, and Licensee shall have no right to, and shall not, use the Mark in any context in which it identifies products that are not Verified Products.

(b) **Verdure Name and the Logo.** Subject to the terms, limitations, conditions, and reservation of rights set forth in this Agreement, Verdure hereby grants to Licensee, and Licensee hereby accepts, a limited-scope, non-transferable, non-exclusive, non-assignable, revocable license in the Territory to use, reproduce, and display the Logo and Verdure Name solely in advertising, marketing, or in association with Licensee, provided that any use, reproduction, or display of the Logo or Verdure Name pursuant to the license in this Section 2(b) shall be in accordance with the Trademark Guidelines, as amended from time to time in Verdure’s sole discretion.

(c) **Warranty of Non-Infringement.** Any grant of rights hereunder is made “AS IS”, “WITH ALL FAULTS,” without warranty of any kind, except that Verdure warrants the Trademarks are comprised of original works which, to the best knowledge of Verdure, do not infringe upon, violate or misappropriate any published, known intellectual property right of any third party. There are no warranties which extend beyond the descriptions contained in this paragraph. All other warranties are excluded and there is no implied warranty of any kind.

(d) **Ownership.** Licensee acknowledges and agrees the Trademarks are the exclusive property of Verdure. Licensee agrees that it will not take any action that derogates any of Verdure’s rights in connection with the Trademarks, in the Territory or anywhere in the world. Licensee acknowledges the validity of each trademark application and/or registration, anywhere in the world, that Verdure may now or may hereinafter own for the Trademarks. Licensee makes no claim and hereinafter shall make no claim to the Trademarks and/or any application or registration for the Trademarks, in the Territory or anywhere in the world. Licensee further recognizes the great value of the goodwill associated with the

Trademarks and acknowledges that Licensee's use of the Trademarks shall inure solely to Verdure's benefit and that Licensee shall not at any time or anywhere in the world acquire any rights in the Trademarks and/or their goodwill by Licensee's use of the Trademarks or by virtue of this Agreement. Licensee agrees that it shall not, during the term of this Agreement or thereafter, and under any circumstances, attack, challenge and/or otherwise contest: (i) the validity of the Trademarks; (ii) Verdure's ownership thereof and/or rights thereto; and/or (iii) the validity of the license granted in, or any assignment made pursuant to, this Agreement.

(e) Marketing Images. Verdure will provide the licensee access to Marketing Images for Licensee to use in the Territory. All uses of Marketing Images by Licensee must be in full compliance with this Agreement. Verdure grants to Licensee a nonexclusive license to use, reproduce, publish, and display the Marketing Images in the Territory during the Term of this Agreement. Following the Termination of this Agreement, Licensee shall cease use of the Marketing Images and return or destroy any Marketing Images in Licensee's possession.

(f) Limits on License; Reserved Rights. Licensee acknowledges and agrees that nothing herein shall give to Licensee any right, title, or interest in or to the Trademarks except the right, privilege and non-exclusive license in the Territory to use the Trademarks in accordance with the provisions of this Agreement. Nothing in this Agreement shall be construed as an assignment to Licensee of any right, title, and/or interest in and to the Trademarks, and Verdure hereby reserves all rights not expressly granted to Licensee hereunder. More particularly, Verdure expressly reserves all right, title, and interest in and relating to the Trademarks, except for the specific rights licensed hereunder. No license is granted under this Agreement for the use of the Trademarks for any purpose other than as expressly stated herein, and Verdure reserves the right to make a final determination as to whether a specific use of any Trademark is acceptable. Further, for the good and valuable consideration stated herein, if it is determined that Licensee has acquired any right, title, and/or interest in and to the Trademarks by Licensee's use of the Trademarks (including, but not limited to any common law rights or rights of first use), Licensee expressly agrees to assign any right, title and/or interest in and to the Trademarks to Licensor.

3. Quality Control; Reputation Acknowledgment. Licensee understands and agrees that an essential condition of this Agreement is to protect the goodwill and reputation of Verdure and the value of the Trademarks. Accordingly, and as a condition of the rights granted hereunder, Licensee acknowledges and agrees to adhere to Verdure's Code of Products, attached hereto as Exhibit A and incorporated herein by this reference, as may be amended from time to time in Verdure's sole discretion (the "**Code of Products**"). Licensee further agrees that any Verified Products sold, promoted, distributed, advertised or otherwise using the Mark, pursuant to this Agreement, shall consistently be compliant with the Standard (including upon each re-verification) and subject to Verdure's approval and continual supervision. To that end, Licensee agrees as follows:

(a) Access to Licensee's Confidential Information. In connection with this Agreement and/or Licensee's participation in the Program, Licensee may provide Licensee's Representative and/or Verdure with Licensee data, records, and other information, including without limitation, Licensee's confidential information. Licensee hereby acknowledges and agrees that in order to operate the Program, which includes, without limitation, overseeing the work of its consultants and other third parties, including each Representative, approve

and continuously supervise the compliance of Licensee's Verified Products with the Standard, and protect Verdure's goodwill and reputation and the value of the Trademarks, among other reasons, Verdure shall have access to, and/or Licensee's Representative may disclose to or otherwise share with Verdure, Licensee's confidential information which Licensee may provide to Representative in connection with the Program or this Agreement, subject to the confidentiality terms and conditions described in Section 9 below. Notwithstanding the above, Verdure may also use Licensee's confidential information that anonymously has been aggregated with other information, where Licensee's identity is not disclosed in any related summary or aggregation report.

(b) Quality Control Procedure. For quality assurance purposes, and to ensure the Verified Products continue to conform to the Standard, Licensee shall at all times be in compliance with all provisions of applicable laws, regulations, rules, standards, guidelines, bulletins, and guidance of governmental entities, and the Standard, including, but not limited to, those provisions relating to the verification and reverification of the Verified Products; and Licensee's Verified Products shall at all times comply with the Standard, as may be amended from time to time in Verdure's sole discretion.

(c) Product Defects And Deviations. If a Verified Product is found to be out of compliance with applicable laws or the Standard (a "**Defective Verified Product**"), then, as to each Defective Verified Product, Licensee shall comply with all provisions of applicable laws and the Standard, including without limitation, provisions relating to the curing of any such Defective Verified Product. If Licensee is unable to cure any Defective Verified Product in accordance with applicable laws or the Standard, then Licensee shall, within ten (10) business days of being informed of the noncompliance, and until such time as the Defective Verified Product shall have been returned to compliance, (i) cease application of labeling containing the Trademarks on such Verified Product (unless the Trademarks are fully concealed) and/or, if applicable, remove or otherwise fully cover and hide from view any of the Trademarks printed on such Defective Verified Product, including those Defective Verified Products that are already in the marketplace, and (ii) cease all new marketing, advertising, signage or other materials containing any of the Trademarks that relate to such Defective Verified Product.

4. **Termination.**

(a) Termination without Cause. Either Party may terminate this Agreement for any reason upon one hundred and eighty (180) days written notice of termination to the other Party (except if termination is otherwise required by law), which notice shall be delivered pursuant to Section 15 below.

(b) Termination for Cause. If either Party defaults in the performance of any material provision of this Agreement, or if Licensee fails to comply with any material provision

of the Standard, applicable law, regulations, standards, guidelines, rules, bulletins, or

guidance of governmental entities, or fails to adhere to the Code of Products, as determined by Verdure in its sole discretion, then the non-defaulting Party may give written notice to the defaulting Party that if the default is not cured within thirty (30) calendar days (the "**Cure**

Period"), the Agreement will be terminated. If the nondefaulting Party gives such notice and the default is not cured to the reasonable satisfaction of the non-defaulting Party during

the Cure Period, then the Agreement shall automatically terminate at the end of the Cure Period. Grounds for termination by Verdure of this Agreement include, but are not limited to: (i) Licensee's assignment of this Agreement to any third party without Verdure's prior express written consent; (ii) Licensee's material violation of the provisions of this Agreement, the Standard, applicable laws, or the Code of Products; (iii) Licensee's failure to obtain and maintain insurance as required by Section 12 hereof; and/or (iv) any action or inaction by Licensee that is in violation of applicable laws, regulations, rules, standards, guidelines, bulletins, or guidance, harmful to Verdure's reputation, Verdure's rights in and to the Trademarks, or the value of the Trademarks.

(c) Effect of Termination and Disposal of Inventory.

(i) **Effect of Termination.** Subject to Section 4(c)(ii) below, upon the termination of this Agreement: all of Licensee's rights under the licenses granted in Section 2, including, without limitation, any rights assigned to Licensee's permitted assignees, shall terminate, and Licensee shall immediately cease exercising any such rights, including, without limitation, any use of any and all of the Trademarks, and any further manufacture, marketing, advertisement, distribution, display, sale, or other dealings in any Verified Products and/or Trademarks, unless expressly authorized by Verdure or except as elsewhere herein provided.

(ii) **Disposal of Inventory.** If, on the termination date of this Agreement, Licensee shall be in possession of or own Verified Products utilizing the Trademarks, it shall have the right, for a period of no greater than sixty (60) days after such termination, to sell such products that are then in Licensee's inventory, meaning Verified Products then owned by it or in its possession (the "**Inventory**"). In such event, the license granted to Licensee hereunder shall be deemed to have been extended solely for such reasonable period of time as will enable Licensee to dispose of its Inventory in the ordinary course of business, provided that in no event will such period extend beyond sixty (60) days from the date of the termination date of this Agreement. Upon the earlier of (a) the disposition of the last of the Inventory, or (b) sixty (60) days from the date of such termination date, Licensee shall promptly discontinue the use of the Trademarks, destroy any remaining Inventory, and use reasonable efforts to destroy all advertising, marketing materials, signs, labels, or other materials in its possession which incorporate the use of the Trademarks. The provisions of this Section 4(c)(ii) shall not apply if this Agreement is terminated pursuant to Section 4(b) hereof, in which case Licensee shall have the right, for a period of no more than thirty (30) days after such termination, to sell the Inventory, and upon the earlier of (x) the disposition of the last of the Inventory, or (y) thirty (30) days from such termination date, Licensee shall promptly discontinue the use of the Trademarks, destroy any remaining Inventory, and use reasonable efforts to destroy all advertising materials, signs, labels, or other materials in its possession and/or the public domain which incorporate the use of the Trademarks.

(d) Termination of License for Certain Products. Licensee understands and agrees that Verdure may terminate Licensee's right to use the Trademarks on a particular Verified Product, including, without limitation, a Defective Verified Product (each, a "**Terminated Product**"), as opposed to termination of this entire Agreement, in which case, as soon as practical and in all cases within thirty (30) days after Verdure notifies Licensee of the termination of Licensee's right to use the Trademarks on a Terminated Product, Licensee (i) shall cease application of labeling and/or, if applicable, remove or otherwise fully cover and hide from view any of the Trademarks printed on such Terminated Product; and (ii) shall

cease all new marketing or advertising related to such Terminated Product that bears labeling containing the Trademarks; provided, however, that if Licensee's right to use the Trademarks shall be terminated with respect to a Defective Verified Product, the timeframe for Licensee's obligations to cease application of labeling and cease all new advertising under the foregoing subsections (i) and (ii) of this Section 4(d) shall have already begun based on Section 3(c) above.

5. Survival of Certain Terms. The provisions set forth in Sections 2(c), 6, 8, 9, 10, 11, 14, and 15, and all other provisions that may reasonably be construed as surviving termination of this Agreement, shall survive the termination of this Agreement for any reason whatsoever. Notwithstanding anything to the contrary contained herein, obligations that remain executory after the termination of this Agreement shall remain in full force and effect until discharged by performance, and such rights as pertain thereto shall remain in force until their expiration.

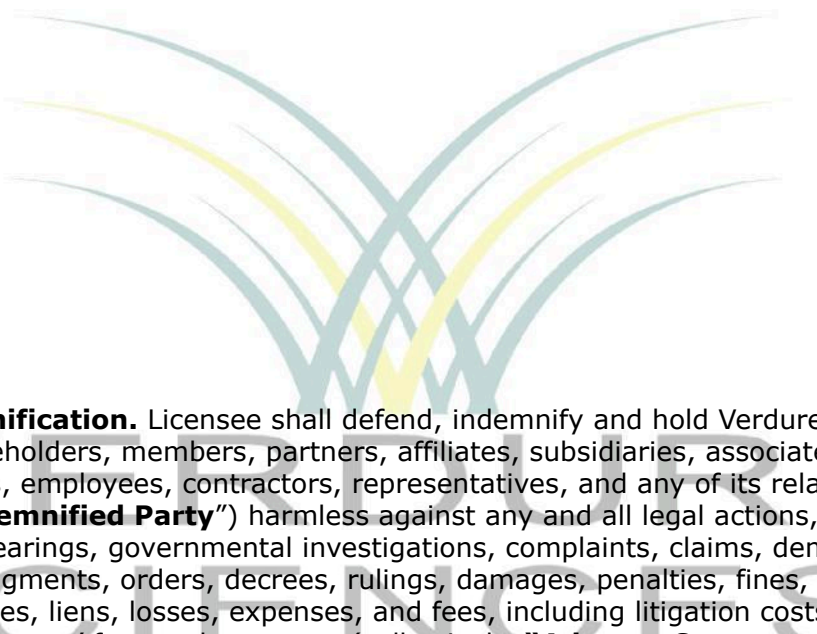
6. Trademarks.

(a) General. Licensee agrees that, in using the Trademarks, it shall not represent that it has any rights, title, options, permissions, approvals, and/or interest in and/or to the Trademarks other than those expressly granted pursuant to this Agreement. Licensee further agrees that it shall not use and/or authorize the use of, either during or after the term of this Agreement, any configuration, trademark, trade name or other designation confusingly similar to Verdure's name and/or the Trademarks. Licensee shall not create, use, distribute, advertise, publish, or promote any mark likely to cause confusion in the minds of consumers about the source or sponsorship of the goods or services offered by Verdure. Licensee shall also not engage in any action causing trademark "dilution" and the use of a mark which diminishes the strength or value of Verdure's mark(s) by "blurring" the mark's distinctiveness or "tarnishing" the mark's image by connecting it to something distasteful or objectionable-even if there is no likelihood of confusion.

(b) Display of Trademarks; Use of Licensee's Own Marks. Licensee shall properly use the Trademarks, in accordance with Exhibit A hereto, as amended from time to time in Verdure's sole discretion, on all labels, bottles, containers, packages, products, tags, and displays, in all print advertisements and literature, in all television, internet, and radio commercials, and on any other marketing materials used in relation thereto (collectively, "**Trademark Displays**"), in connection with the Verified Products or otherwise. Licensee shall use commercially reasonable efforts to ensure that all Trademark Displays shall contain appropriate legends, markings and/or notices as required from time to time by governmental authorities and Verdure, including to give appropriate notice to the consuming public of right, title and interest thereto. Except where size restrictions preclude it, in or on all packaging, literature and advertisements (i) the most prominent reference to any of the Trademarks shall include the registered trademark symbol ® or, if appropriate, the trademark symbol ™, or (ii) the statement that "[Trademark] is a registered trademark of Verdure" shall be included. In addition, Licensee shall cause to appear on all Trademark Displays such notices as may be required by applicable law, and/or guidance of governmental entities. No use of any Trademark by Licensee shall contain material that will jeopardize the goodwill associated with the Trademarks. Any use by Licensee of the Trademarks shall conform to the requirements Verdure specifies, as amended from time to time in Verdure's sole discretion. Licensee shall not use Licensee's copyrights, patents,

trademarks, service marks, trade names, logos, or art work ("**Licensee's IP**") in any manner that misrepresents (i) the relationship between Licensee and Verdure, or (ii) Licensee's rights to the Trademarks. Upon Verdure's commercially reasonable request and prior to use of Verdure's ingredients, Licensee shall submit to Verdure, at Licensee's expense, a true representation or example of any proposed use of the Trademarks, in any visible or audible medium, including all proposed packaging, bottles, displays, advertisements, and promotional materials depicting, referring to, and/or otherwise used in relation to the Trademarks, prior to any such use.

7. Term. The term of this Agreement begins on the Effective Date and will terminate upon termination of the Agreement pursuant to Section 4.



8. Indemnification. Licensee shall defend, indemnify and hold Verdure, its officers, directors, shareholders, members, partners, affiliates, subsidiaries, associates, agents, representatives, employees, contractors, representatives, and any of its related entities (each, an "**Indemnified Party**") harmless against any and all legal actions, suits, proceedings, hearings, governmental investigations, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, penalties, fines, costs, liabilities, obligations, taxes, liens, losses, expenses, and fees, including litigation costs and reasonable attorneys' fees and expenses (collectively, "**Adverse Consequences**") an Indemnified Party suffers resulting from, arising out of or related to: (i) any breach or alleged breach of any warranty, representation, or covenant made by Licensee in this Agreement, or applicable laws, regulations, rules, standards, or guidelines of governmental entities; (ii) the operations by Licensee or an assignee, including without limitation, any product liability matters; (iii) any use of the Trademarks by Licensee, its agents, employees, any assignee, and/or any other individual or entity acting on Licensee's behalf, not in conformance with this Agreement or in violation of intellectual property laws; and/or (iv) the action, inaction, negligence, or misconduct of Licensee, an assignee, an affiliate, or anyone acting on behalf of or associated with Licensee.

9. Confidentiality. If the Parties have executed a valid and currently effective nondisclosure agreement that covers exchanges of confidential information arising out of or related to this Agreement (an "**NDA**"), then the terms of such NDA will govern and control all such exchanges of information. In the event of any conflict between the NDA and this Agreement, the NDA will take precedence. If no such NDA exists, then the Parties agree the

recipient of any such confidential or proprietary information of the other Party, including any nonpublic information, trade secrets, copyrights, trademarks, patents, intellectual property, confidential or proprietary information protected under applicable law disclosed to a Party by Representative, or otherwise received by a Party from Representative in connection with this Agreement or the Program, will use such confidential information solely for the purposes for which it is provided by the other Party and while there is an existing business relationship between the Parties, will not disclose such confidential information to any third party, and will protect such confidential information from unauthorized use and disclosure; provided, the foregoing obligations will not apply to any (a) information that becomes generally publicly available through no fault of the recipient, (b) information the recipient obtains from a third party having a right to disclose such information (subject to Section 3(a) above and/or other than in connection with this Agreement or the Program); (c) information that is independently developed or acquired by the recipient; (d) disclosure with the prior written consent of the disclosing Party; or (e) disclosures which are required by applicable law. However, each Party acknowledges and agrees confidential information should not be used or disclosed when it is not necessary to satisfy a particular purpose or carry out a function. The Parties will periodically evaluate their practices and enhance safeguards as needed to limit unnecessary or inappropriate access to and disclosure of confidential information. Notwithstanding the foregoing, the recipient may disclose such confidential information if required by any judicial or governmental request, requirement or order; provided the recipient will take reasonable steps to give the disclosing Party sufficient prior notice in order to contest such request, requirement or order. For the purposes of this Agreement, any entity that controls, is controlled by or is under common control with a Party will not be considered a third party.

10. No Third Party Beneficiaries. Under no circumstances will any customer, client, vendor, manufacturer, supplier, packager, distributor, or retailer of Licensee or any other person, firm or other entity be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement.

11. Disclaimer of Warranties; Limitation of Liability.

(a) EXCEPT FOR THE LIMITED WARRANTY IN SECTION 2(c), VERDURE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE TRADEMARKS OR ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN SECTION 2(c) OF THIS AGREEMENT. WHEN LICENSEE BEFORE ACCEPTING DELIVERY OF THE PRODUCT, HAS EXAMINED THE PRODUCT AS FULLY AS IT DESIRED OR HAS REFUSED TO EXAMINE THE PRODUCT, THERE IS NO IMPLIED WARRANTY WITH REGARD TO DEFECTS WHICH AN EXAMINATION OUGHT IN THE CIRCUMSTANCES TO HAVE REVEALED TO LICENSEE.**

(b) EXCEPT FOR LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8(a) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, GENERAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS

OF BUSINESS, PROFITS OR INVESTMENT, OR THE LIKE), IN ANY WAY ARISING OUT OF OR AS A RESULT OF THE VERIFIED PRODUCTS, THE TRADEMARKS, AND/OR THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE), COST OF COVER, OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR SALE OF OR INABILITY TO USE OR SELL THE VERIFIED PRODUCTS EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

12. Insurance. Licensee shall, throughout the term of this Agreement, obtain and maintain at its own cost and expense from a financially sound insurance company acceptable to Verdure, adequate commercial general liability, errors and omissions, and product liability insurance, the form of which must be acceptable to Verdure, covering Verdure as an additional insured. Such policy shall provide protection against any and all claims, demands and causes of action arising out of or in connection with any defects, alleged or otherwise, of the Verified Products or any material used in connection therewith or any use thereof. The minimum amount of coverage shall be One Million Dollars (\$1,000,000). The policy shall provide for ten (10) days' notice to Verdure from the insurer by registered or certified mail, return receipt requested, in the event of any modification, cancellation or termination. Within fifteen (15) days of the date hereof, Licensee shall furnish Verdure a certificate of insurance evidencing such insurance, and in no event shall Licensee manufacture, offer for sale, sell, advertise, promote, ship and/or distribute the Verified Products prior to receipt by Verdure of such evidence of insurance.

13. Compliance With Local Laws / Government Approval. Licensee warrants that it shall comply, at its own expense, and shall use commercially accepted practices to ensure the compliance of its contractors, with all applicable laws, ordinances, rules, regulations, standards, bulletins, guidance, and other requirements of all governmental authorities and agencies having jurisdiction relating to the manufacture, sale, distribution and advertising of the Verified Products or any of Licensee's other activities pursuant to this Agreement. If the approval, license, permit, or permission of any governmental agency is required before marketing, use, distribution, or sale of a Verified Product or this Agreement is enforceable by Verdure, then such approval is a condition precedent to this Agreement's validity. To the extent applicable to Licensee and its subcontractors, without limiting the generality of the foregoing, Licensee warrants that it shall strictly comply with the laws applying to Verdure's products, and all other federal and state food, drug, and dietary supplement laws, regulations, rules, standards, guidelines, bulletins, and guidance published by governmental entities, and shall take all necessary steps to ensure compliance with such requirements by all third-party contractors that are retained by Licensee to manufacture, store, handle, process, bottle, label, hold, package, transport, distribute, sell, offer, and/or market the Verified Products. Licensee shall use commercially accepted practices to ensure Current Good Manufacturing Practice is followed and that all Verified Products shall be fit for their particular purpose, be delivered free of the rightful claim of any third person by way of infringement or the like, conform to their affirmations, promises, and descriptions, be good and merchantable quality, be free from all material defects, and be free from any materials or substances that may be harmful or dangerous to human beings.

14. Assignment; Binding Effect. Neither this Agreement nor any respective right or obligation arising out of it shall be assigned, sublicensed and/or transferred (each, a "Transfer") by Licensee, or to or by any third party under any circumstances, including, but not limited to, by court order, operation of law, statute, regulation, ordinance, or otherwise, without Verdure's prior express written consent, which consent may be granted or withheld in Verdure's sole and absolute discretion. For the purposes of this Agreement, a Transfer shall be deemed to have occurred if fifty percent (50%) or more of the ownership interests (which means shares if Licensee is a corporation, or general partnership interests if Licensee is a partnership or membership interests if Licensee is a limited liability company) of Licensee are sold or otherwise transferred (in a single transaction or in a series of transactions) to any person or entity who does not hold an ownership interest of at least twenty percent (20%) as of the Effective Date. Any attempt to Transfer this Agreement by Licensee shall be null and void and shall, at Verdure's sole option, be a basis for this Agreement's immediate termination. Approval of one Transfer shall not be deemed an approval of any other Transfer. Each approved Transfer will inure to Verdure's benefit, but not release Licensee from liability for performance of its obligations hereunder, absent Verdure's express written agreement. Verdure has the right to assign, sublicense and/or transfer its rights and obligations under this Agreement, subject to the Licensee's prior written consent, which will not be unreasonably withheld. Notwithstanding the above, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

15. Miscellaneous. No waiver of any provision of this Agreement will be effective unless in writing and signed by an authorized officer of the Party against which such waiver will be sought. No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by Verdure will constitute a waiver of, or will preclude any other or further exercise of, the same or any other right, power or remedy by Verdure. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Indiana (without giving effect to principles of conflicts of laws). The Parties agree that venue for any and all disputes hereunder, or action on any obligation hereunder, will be exclusively brought in an appropriate state court in Hamilton County, Indiana or in the United States

District Court for the Southern District of Indiana in Indianapolis, IN, and the Parties irrevocably consent to the jurisdiction of such courts for any dispute hereunder or action on any obligation hereunder. All notices, consents and other communications under or regarding this Agreement will be in writing and will be deemed to have been received on (i) the earlier of the date of actual receipt, (ii) three (3) business days after being mailed by first class, postage pre-paid, certified mail, return receipt requested, or (iii) if by next-business day delivery service, upon such delivery. Any notice may be given by email, provided that signed written original is sent by one of the foregoing methods within one business day thereafter; provided, however, that notice of any amendments to Exhibits may be given solely by email. The existence of any claim against Licensee or Verdure will not constitute a defense or bar to the enforcement of this Agreement. If any provision of this Agreement is found to be illegal or unenforceable, the remaining provisions of this Agreement will remain in full force without regard to the illegal or unenforceable provision. This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof (i.e. Trademarks), and supersedes all prior oral or written proposals, negotiations, understandings or agreements between the Parties.

16. Electronic Signatures. The Parties agree that signatures transmitted electronically, whether sent via facsimile or as attached files (e.g. .PDF), shall be acceptable to bind the Parties and shall not in any way affect this Agreement's validity.



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