

VeroSense™

**Collaborator
License Agreement**

License Agreement

For use of both the VeroSinse™ technique and branding in the pursuit of developing and selling co-owned proprietary cultivars.

This License Agreement (this “Agreement” of this “License Agreement”) is made and effective as of _____ (the “Commencement Date”) by and between SOFIAN BRANDS, SRL, a company organized and existing in a limited liability company duly organized and incorporated under the laws of Costa Rica, registered under the corporate number 3-102-884559, duly represented by Steven McLeod Dale, a Canadian citizen, as Manager (“Licensor”) and _____, a company organized and existing in _____, with a registered address at _____ represented by _____ (“Licensee”).

WHEREAS:

1. Licensee wishes to obtain a partnership license to use the VeroSinse™ brand in connection with “the VeroSinse™ technique” for creating obligate parthenocarpic (sterile or infertile) female cannabis plants which are impervious to pollination, and
2. Licensor is willing to grant to the Licensee a limited, non-exclusive, non-transferable License to use the VeroSinse™ brand for the term and specific purpose set forth in this Agreement,

The Licensor agrees to provide consulting services to the Licensee relating to biotechnology, and to carry out research and development activities within the biotechnology sector, as may be reasonably required by the Licensee.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and undertakings contained herein, and other good and valuable consideration, the parties agree as follows:

1. Definitions

1.1 “Agreement” means this License Agreement including the attached Schedule.

1.2 “Confidential Information” means information that:

- a. is by its nature confidential;
- b. is designated in writing by Licensor as confidential;

c. the Licensee knows or reasonably ought to know is confidential; d. information composed in or relating to any Intellectual Property Rights of Licensor; e. the process by which “the VeroSinse™ technique” is composed.

1.3 “The VeroSinse™ technique” means the technique and process provided by Licensor as specified in Item 6 of the Schedule in the form as stated in Item 7 of the Schedule.

1.4 “Intellectual Property Rights” means all rights in and to any copyright, trademark, trading name, design, patent, knowledge (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, commercial, horticultural, agricultural and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights, as further specified in clause 5.

1.5 “Party” means a person or business entity who has executed this Agreement; details of the Parties are specified in Item 2 of the Schedule.

1.6 “Term” means the term of this Agreement commencing on the Commencement Date as specified in Item 4 of the Schedule and expiring on the Expiry Date specified in Item 5 of the Schedule.

2. License Grant

2.1 Licensor grants to the Licensee a limited, revocable, non-exclusive, non-transferable, non-assignable, non-delegable and non-sublicensable License to use the VeroSinse™ brand in connection with “the VeroSinse™ technique” for the specific purpose specified in this Agreement, subject to the terms and conditions set out in this Agreement.

2.2 License grant is available to cannabis breeders in jurisdictions where cannabis research and development is legal. By signing this document Licensee accepts that it has all legal documentation in place in order to grow cannabis and use this knowhow and accepts that any legal responsibility and fees in the case of any problem with local governments will be handled by Licensee.

3. Financial Considerations

3.1 In consideration of the Licensor providing the Licensee the intellectual property under clause 2 of this License Agreement, the Licensee agrees to co-own equally in perpetuity the genetics produced under the VeroSinse™ technique with the Licensor.

3.2 In consideration of the Licensor providing the License under clause 2 of this License Agreement, the Licensee agrees to pay the Licensor a one-time License Charge of €100 to underscore the joinder created by this agreement.

3.3 Licensor and Licensee agree to equally co-own fifty percent each of the VeroSinse™ upgraded cultivars developed by the Licensee. Licensee agrees to cover the fees of formal genetics registrations. The amount spent by the Licensee on the formal registration fees shall be recouped by the Licensee through the first revenues from the sale or leasing of the resulting genetics, after which, the revenues will be split equally.

3.4 The VeroSinse cultivars co-developed under this contract will be sold or licensed out to Producers and/or Nurseries to the equal benefit of the Licensor and Licensee. Both Licensor and Licensee will be entitled to arrange sales or licensing contracts as per the terms and pricing required by the VeroSinse™ Producers or Nurseries contracts, which outline the simple sale price or the deposit and royalty licensing rate schedule. Both parties are obliged to inform the other of any pending sale or licensing agreements to be put in place prior to the execution of such transactions. info@verosinse.com shall be CC'd on all correspondences regarding the sale of infertile plants. Both parties will be obliged to remit 50% of client payments to the other party within 5 business days of the receipt of such payments.

4. Licensee's Obligations

4.1 To ensure the consistency of the quality of products offered under the VeroSinse™ brand, the Licensee may use the VeroSinse™ brand solely in connection with advertising, marketing, and selling cannabis products that were produced by strictly using the "VeroSinse™ technique". The Licensee shall have the sole and exclusive responsibility to ensure that the "VeroSinse™ technique" is strictly followed when producing cannabis that will be offered under the VeroSinse™ brand.

4.2 The Licensee may use the VeroSinse™ brand on promotional items, once approved by the Licensor.

4.3 The licensee shall include the trademark registration –™– adjacent to the VeroSinse™ brand (e.g. VeroSinse™), and once registered (which will be informed by the Licensor), shall include the registered trademark designation ®.

4.4 The Licensee shall use the VeroSinse™ brand only in forms approved by the Licensor, which approval may be granted, withheld, or changed in the Licensor's sole and absolute discretion, and shall comply with the Licensor's branding guidelines provided or made available to the Licensee.

4.5 The Licensee shall not create, display, promote, advertise, distribute, or use any derivative, modification, or confusingly similar version of the VeroSinse™ brand, in whole or in part.

4.6 The Licensee shall not use the VeroSinse™ brand, or any other word, term, name, symbol, or device associated with or controlled by the Licensor in any manner other than as expressly permitted in this Agreement.

4.7 The Licensee shall not use the VeroSinse™ brand in connection with any activity that is illegal or that defames, slanders, ridicules, or disparages the Licensor, its employees, agents, sponsors, licensors, licensees, or other individual, entity, or organization, or each of their products or services, or that otherwise damages or is negative to the reputation for quality inherent in the VeroSinse™ brand.

4.8 The Licensee shall not contest, oppose, challenge, or otherwise impair the Licensor's right, title, or interest in the VeroSinse™ brand (or any portion thereof) or any other Licensor's marks, products, goods, or services. For the avoidance of doubt, Licensee shall not oppose, attempt to cancel, or otherwise object to the Licensor's registration or use of the VeroSinse™ marks, alone or with other words or designs, in any jurisdiction.

4.9 The Licensee shall not register or attempt to register the VeroSinse™ brand or any Licensor trademark, trade name, service mark, name, logo, character, or insignia in any jurisdiction.

4.10 The Licensee cannot use "the VeroSinse™ technique", for purposes other than as specified in this Agreement and in Item 8 of the Schedule.

4.11 The Licensee shall not disclose or make available to any third party the contents of "the VeroSinse™ technique".

4.12 The Licensee may permit its employees to use the VeroSinse™ brand and “the VeroSinse™ technique” for the purposes described in Item 8, provided that the Licensee takes all necessary steps and imposes the necessary conditions to ensure that all employees using “the VeroSinse™ technique” do not commercialize or disclose the contents of it to any third person, or use it other than in accordance with the terms of this Agreement.

4.13 The Licensee will not distribute, sell, License or sub-License, rent, trade or expose for sale “the VeroSinse™ technique” to a third party.

4.14 No copies of “the VeroSinse™ technique” are to be made, patented, or distributed, other than as expressly approved by Licensor.

4.15 No changes to “the VeroSinse™ technique” or its content may be made by Licensee.

4.16 The Licensee will provide technological and security measures to ensure that “the VeroSinse™ technique” which the Licensee is responsible for is physically and electronically secure from unauthorized use or access. Authorized access to this confidential information will require a name and signature for each executive, director, or technician who needs authorized access to fulfill the development of the cultivars. Not every company employee requires access to this proprietary breeding technique. Each of the authorized users are required to sign this contract confirming the confidential nature of the use of this agreement.

4.17 The licensee represents and warrants that:

4.17.1 it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations under this Agreement;

4.17.2 its entering into this Agreement and performing under this Agreement will not place the Licensee in breach of any other contract or obligation;

4.17.3 there is no pending, threatened, or reasonably anticipated demand, claim, suit, action, arbitration, or other proceeding challenging the Licensee’s right to enter into this Agreement, to perform any of the Licensee’s obligations under this Agreement, or which might affect the Licensor’s rights under this Agreement.

4.17.4 nothing that the Licensee provides, uses, publishes, displays, performs, distributes, copies, creates, or licenses incorporating the VeroSinse™ brand or the “VeroSinse™ technique” infringes any third party’s intellectual property, proprietary, or personal right, or any other common law or statutory right;

4.17.5 The Licensee and its agents, independent contractors, employees and representatives will comply with all applicable laws, rules, and regulations when performing any obligations or exercising any privileges under this Agreement.

4.18 The licensee may not exercise any of the rights granted pursuant to this Agreement before the Effective Date.

4.19 The Licensee agrees to provide the Licensor with healthy live specimens of the VeroSinse™ type plant, with phytosanitary certifications as required.

4.20 The Licensee agrees to provide the Licensor with high quality samples of flowers or products made with VeroSinse™-type cultivars for sensory evaluation purposes. Samples of flowers and products may also be required for promotional efforts including the entering of competitions where not prohibited by law.

4.21 The Licensee agrees to provide the Licensor with high quality photos and videos of flowers and/or products made with VeroSinse™-type cultivars, for unlimited use by SOFIAN BRANDS or its assigns.

5. Intellectual Property Rights

5.1 All Intellectual Property Rights over and in respect of the VeroSinse™ brand are owned by Licensor. The Licensee does not acquire any rights of ownership in the VeroSinse™ brand.

5.2 The Licensee's use of the VeroSinse™ brand and any goodwill in the VeroSinse™ brand resulting from Licensee's use inures solely to the Licensor's benefit and does not create any right, title, or interest for the Licensee in the VeroSinse™ brand. The Licensor remains the sole and exclusive owner of all right, title, and interest in the VeroSinse™ brand and all modifications, updates, improvements, derivative works, and enhancements of the VeroSinse™ brand, including Licensee's modifications, updates, improvements, derivative works, and enhancements of the VeroSinse™ brand made before, during, or after the Term.

5.3 The Licensor reserves the right to inspect the Licensees genetic inventory, production spaces, and take samples of any plant material as required for genetic sequencing for up to 10 years after a cancellation of this agreement.

6. Limitation of Liability

6.1 The Licensee acknowledges and agrees that neither Licensor nor its board members, officers, employees or agents, will be liable for any loss or damage arising out of or resulting from Licensor's provision of products bearing the VeroSense™ brand or produced using the "VeroSense™ technique".

7. Confidentiality

7.1 Neither Party nor its employees, agents, affiliates, officers, advisors, contractors and/or other representatives may use, disclose or make available to any third party the other Party's Confidential Information, unless such use or disclosure is done in accordance with the terms of this Agreement. "Confidential Information" means, collectively, all information provided by the disclosing Party (the "Disclosing Party") or any affiliate, director, officer, employee, agent, advisor, contractor or other representative (a "Representative") of the Disclosing Party to the other Party ("Receiving Party") or its Representative(s), in writing, orally or electronically in the course of the Parties' relationship, whether before or after the date hereof, including, without limitation, any such information (A) concerning the business, financial condition, operations, products, services, clients, customers, prospects, markets, assets and/or liabilities of the Disclosing Party, (B) which relates to technologies, procedures, genetics, agronomic processes, intellectual property, capital, models, concepts, and/or ideas of the Disclosing Party, (C) of third parties that the Disclosing Party is required under law or contract to keep confidential and which is made known to the Receiving Party, or (D) that has been identified or labeled as confidential or proprietary.

7.2 Each Party must hold the other Party's Confidential Information secure and in confidence, except to the extent that such Confidential Information: a. is required to be disclosed according to the requirements of any law, judicial or legislative body or government agency; and
b. was approved for release in writing by the other Party, but only to the extent of and subject to such conditions as may be imposed in such written authorisation.

7.3 This clause 7 will survive termination of this Agreement.

8. NonCompete

8.1 The Licensee agrees that during the term of this Agreement and for a period of 20 years following the termination of this Agreement, the Receiving Party shall not:

- Engage in any business or activity that competes directly or indirectly with the Disclosing Party's business related to obligate parthenocarpy.
- Produce, market, or sell any products or services that utilize or are derived from the Confidential Information.
- Assist or provide consulting services to any third party that competes with the Disclosing Party's business in the same industry.

9. Disclaimers & Release

9.1 To the extent permitted by law, Licensor will in no way be liable to the Licensee or any third party for any lost revenue, profits, or lost data or indirect, special, or consequential damage, however caused (including through negligence), which may be directly or indirectly suffered in connection with any use of “the VeroSinse™ technique” or arising out of or in connection with this agreement or its termination.

9.2 “the VeroSinse™ technique” is provided by Licensor on an “as is” basis.

9.3 Licensor will not be held liable by the Licensee in any way, for any loss, damage or injury suffered by the Licensee or by any other person related to any use of “the VeroSinse™ technique” or any part thereof.

9.4 Notwithstanding anything contained in this Agreement, in no event shall Licensor be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of “the VeroSinse™ technique” with Licensee computer programs.

9.5 Licensor does not warrant that “the VeroSinse™ technique” will function in any environment, nor on every plant.

9.6 The Licensee acknowledges that: a. “The VeroSinse™ technique” has not been prepared to meet any specific requirements of any party, including any requirements of Licensee; and b. it is therefore the responsibility of the Licensee to ensure that “the VeroSinse™ technique” meets its own individual requirements.

9.7 To the extent permitted by law, no express or implied warranty, term, condition or undertaking is given or assumed by Licensor, including any implied warranty of

merchantability or fitness for a particular purpose.

10. Indemnification

10.1 The Licensee must indemnify, defend and hold harmless Licensor, its board members, officers, employees and agents from and against any and all claims (including third party claims), demands, actions, suits, expenses (including attorney's fees) and damages (including indirect or consequential loss) resulting in any way from:

- a. Licensee's and Licensee's employee's, agents, affiliates, officers, advisors, contractors and/or other representative use or reliance on "the VeroSinse™ technique",
- b. any breach of the terms of this License Agreement by the Licensee or any Licensee employee, agent, affiliate, officer, advisor, contractors and/or other representative, and
- c. any other act of Licensee.

10.2 This clause 10 will survive after termination of this Agreement.

11. Waiver and Amendments

11.1 Any failure or delay by either Party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other of the provisions of this License Agreement shall not operate or be construed as a waiver thereof. A party may waive, by a written instrument only, compliance by the other party with any term or provision of this Agreement. The waiver by a party of any other party's failure to perform any term or provision of this Agreement will not be construed as a waiver of any subsequent failure to perform of the other party.

11.2 This Agreement may not be modified or amended except by an instrument or instruments in writing signed by all the Parties.

12. Governing Law

12.1 This Agreement will be construed by and governed in accordance with the laws of Costa Rica.

13. Termination

13.1 This Agreement and the License granted herein commences upon the Commencement Date and is granted for the Term, unless otherwise terminated by

Licensor in the event of any of the following:

- a. if the Licensee refuses or fails to perform any of its obligations under this Agreement or is in breach of any term of this Agreement and has not corrected such breach to Licensor's reasonable satisfaction within 7 days of Licensor's notice of the same;
- b. if the Licensee becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, or makes an assignment for the benefit of creditors; or
- c. the Licensee is in breach of clause 5 or 7 of this Agreement.
- d. the Licensee publicly denounces, slanders, defames, or denigrates the Licensor, its officers, principals, or agents either orally, visually, or in writing (including through digital or electronic means or methods).
- e. the Licensee's conduct, actions, or statements reflect unfavorably on or cause reputational damage to the Licensor or the VeroSense™ brand.
- f. the Licensee's performance of this Agreement fails to comply with any applicable law, rule, or regulation.

13.2 Termination under this clause shall not affect any other rights or remedies the Licensor may have.

13.3 If the Agreement expires or terminates, the Licensee shall immediately discontinue using the VeroSense™ brand and "the VeroSense™ technique".

14. License Fee

14.1 License Fee: A one-time payment of €100. In consideration for the License grant described in this License Agreement, Licensee shall remit any sales fees as stated in Item 9 of the Schedule below.

14.2 The License fee and any other amounts payable by the Licensee to the Licensor, under this Agreement, are exclusive of any and all foreign and domestic taxes, which if found to be applicable, will be invoiced to Licensee and paid by Licensee within 30 days of such invoice.

15. Assignment

15.1 The Licensee shall not grant, assign, delegate, sublicense, or otherwise transfer, or attempt to grant, assign, delegate, sublicense, or otherwise transfer any right or obligation (in whole or in part) set forth in this Agreement, without the prior written

consent of Licensor. This transfer prohibition includes voluntary transfer by way of sale of assets, merger, or consolidation, or change of control and involuntary transfer by operation of law.

15.2 Licensor may grant, assign, or sublicense this Agreement or any of its rights or obligations herein in its sole and absolute discretion. If Licensor grants, assigns, or sublicenses this Agreement, this Agreement will be binding upon Licensor successor, assignee, or sublicensee.

16. Notices

16.1 All notices and other communications required under this Agreement must be in writing and delivered in person, by courier service, facsimile transmission or e-mail to the following addresses:

If to Licensor:

Telephone: +12502583253

E-mail: stevedale71@gmail.com

Attention: Steve Dale

With copy to: Andrea Martin

Telephone: +506 2201-0000

E-mail: amj@sferalegal.com

If to the Licensee _____

Telephone: _____

Attention: _____

E-mails: [@] _____

A notice given under any provision of this Agreement will be deemed delivered only: (i) if delivered in person or by specialized courier service, when received by the party to whom that notice is directed, with return receipt requested; (ii) if sent by facsimile followed by personal or specialized courier service, at the time and on the date shown on the written confirmation of receipt, and (iii) if sent by e-mail, upon oral or written confirmation of receipt by the addressee. The time for the receiving party to deliver any notice in response to the originating notice will run from the date the party receives the originating notice. Each party will have the right to change its address at any time and/or designate that copies of all notices be directed to another Person at another address, by giving written notice to the other party.

17. Arbitration

17.1 Any and all disputes, claims, differences, disputes or controversies arising out of or in relation to any aspect of this Agreement, its performance, liquidation, interpretation, validity or any breach thereof, shall be resolved by arbitration of law in accordance with the bylaws of the International Center for Conciliation and Arbitration of the Costa Rican-American Chamber of Commerce (“AMCHAM”). The Parties hereby submit voluntarily and unconditionally to its rules and bylaws and claim knowledge thereof. The conflict shall be governed by the substantive laws of Costa Rica. The arbitration shall take place at the International Center for Conciliation and Arbitration of the Costa Rican-American Chamber of Commerce (“Center”) in San José, Republic of Costa Rica. An arbitration tribunal composed of three arbitrators shall direct the arbitration procedure. The award rendered pursuant to such arbitration shall be in writing, shall be final, binding and conclusive between the Parties. The award shall have no further recourse, except for those provided for review and nullity. Once the award is rendered, it will produce the effects of res-judicata and the Parties shall comply with the award without delay. The costs related to the arbitration procedure and arbitrators’ fees shall be borne by the Parties in equal proportion, unless the arbitration tribunal decides otherwise. Each Party shall pay the fees of its attorneys and other consultants.

18. Counterparts

18.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.

19. Severability

19.1 The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

20. Entire Agreement

20.1 This Agreement contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

21. Language

21.1 This Agreement has been executed in the English language only. In the event of a Dispute over its interpretation, this English-language Agreement, and no translation into any other language, will control.

IN WITNESS WHEREOF, this Agreement, including the attached Schedule, was signed by the Parties under the hands of their duly authorized representatives and made effective as

of the _____.

Sofian Brands, SRL

Signature _____

MM / DD / YYYY _____

Steve Dale

[Client.Company]

Signature _____

MM / DD / YYYY _____

Exhibit A

Schedule

Item 1 – License Agreement

THE LICENSE AGREEMENT OF WHICH THIS SCHEDULE FORMS A PART IS DATED AS OF _____ AND IS BY AND BETWEEN THE PARTIES REFERENCED IN ITEM 2 BELOW.

Item 2 – Name and Address of Licensor and Licensee

Licensor: Sofian Brands, SRL, a company organized and existing in Costa Rica. with a registered address at EDIFICIO EBC CENTRO CORPORATIVO, OCTAVO PISO, OFICINAS DE SFERA LEGAL, SAN JOSE-ESCAZU SAN RAFAEL, COSTA RICA.

Licensee: [Client.Company], a company organized and existing in _____ with a registered address at _____.

Item 3 – Other License Terms: Licensees will be responsible for providing the Licensor with copies of all sales reporting, on an ongoing monthly basis for as long as this contract remains active.

Item 4 – Commencement Date: The Licensing Agreement is valid from the date of the Licensee signing it.

Item 5 – Expiry Date: As long as the Licensee is in full compliance with this Agreement, the contract remains in effect with no expiry date as long as the Licensee continues to produce and sell obligate parthenocarpic cannabis, and/or uses the VeroSinse™ branding, and unless terminated in accordance with the terms of this Agreement.

Item 6 – Description of “the VeroSinse™ technique”: The VeroSinse™ technique of inducing infertility to any cultivar adds value and piece of mind for any producer. There is no possibility of pollination (accidental or otherwise) of the plants which have undergone this proprietary treatment. Additionally, these cultivars will display the additional advantage of accelerated rooting, usually three times faster than untreated cannabis. The right of the Licensee to use the VeroSinse™ brand and logo will be reinforced with the Licensors validation on its own website directory, social media channels, and advertising.

Item 7 – Format of “the VeroSinse™ technique”: Digital, for both written instructions and image delivery.

Item 8 – Approved Purpose: “the VeroSinse™ technique” is meant for use in crop protection from accidental pollination, accelerated rooting, and the VeroSinse™ brand is meant for use in marketing as a truly seedless product.

Item 9 – Licensed VeroSinse genetics revenue: all sales and/or royalties are split 50/50 between the Licensee and the Licensor. The Licensor shall direct sales to the Licensee where possible, and facilitate other sales, particularly international ones.

Item 10 - Validity of Offer: This offer remains valid unless and until revised, replaced, or withdrawn by the Licensor in writing. Any updated version issued directly by the Licensor or made available through the official VeroSinse™ website shall supersede prior versions for new applicants. Fully executed agreements shall remain governed by the version signed by the parties, unless amended in writing.

Payment Instructions

All payments due under this Agreement shall be made in accordance with the written payment instructions provided by the Licensor at or prior to execution of this Agreement.

The Licensee shall not be required to make payment to any account, wallet, payment link, or financial destination unless such payment instructions have been issued or confirmed in writing by the Licensor.

The Licensor may update its payment instructions from time to time by providing written notice to the Licensee. Any such updated instructions shall apply only to payments becoming due after such notice has been provided.