

Trademark License and Use Agreement

This Trademark License and Use Agreement (this "Agreement") is entered into on June 29, 2020 (the "Effective Date"), by and between Technology Crops LLC ("Licensor") and IAF NETWORK SU ("Licensee"), hereinafter referred to as a "party" or as the "parties".

The parties agree as follows:

1. Background.

1.1 Trademark. Licensor is the owner of all right, title and interest in and to the trademarks for "Ahiflower", "CropAssured 365", "Soil to Oil. Naturally," and the Ahiflower "fish & flower" logo, a copy of which is attached hereto as Exhibit A-1 (the "Trademarks") and the goodwill appertaining thereto.

2. Grant of Trademark License.

2.1 Grant of Trademark License. Subject to the terms and conditions of this Agreement, Licensor grants and Licensee accepts, for the term of this Agreement, the non-exclusive, non-transferable, revocable right to use the Trademarks solely for the purpose of the marketing and sale of products containing Ahiflower. Notwithstanding anything in this Agreement to the contrary, Licensee shall have no right to use the Trademarks in connection with any product containing Cannabis or Hemp or any derivative(s) thereof. Nothing in this Agreement will be construed to prevent Licensor from granting any other licenses for the use of the Trademarks or from using the Trademarks in any businesses or for any other purposes.

2.2 No Sub-Licensing. Licensor grants no sub-licensing rights to Licensee with respect to the Trademarks.

3. Use of Trademarks.

3.1 Ownership. Licensee acknowledges the validity of the Trademarks and Licensor's sole and exclusive right, title, and interest in and to the Trademarks, including Licensor's right to register or to have registered, the Trademarks, with any jurisdiction recognized by the World Intellectual Property Organization ("WIPO") around the world. Apart from its rights under the license granted in Section 2.1, Licensee will not acquire any right, title, or interest in or to the use of the Trademarks during or after the Term. Licensee will use and display the Trademarks only in a form and style which comply with the provisions of the *Ahiflower Brand Use Guidelines*, which are incorporated by reference herein, and which may be revised from time to time. Licensee will not represent in any manner that it has any ownership of right, title, or interest in or to the Trademarks other than as set forth in this Agreement. All use of the Trademarks by Licensee shall inure to the benefit of and be on behalf of Licensor.

3.2 Brand Use Guidelines. Licensor hereby incorporates by reference the *Ahiflower Brand*

Use Guidelines which are attached to this Agreement as Exhibit B-1. Licensee acknowledges the *Ahiflower Brand Use Guidelines* and agrees to strictly abide by the provisions set forth therein. Licensor retains the right to amend the *Ahiflower Brand Use Guidelines* from time to time and will inform Licensee of any changes or updates.

4. Term and Termination.

- 4.1 Term. The term of this Agreement shall begin on the Effective Date and shall expire upon the first to occur of: (i) a material breach of this Agreement by Licensee, unless the breach is cured by Licensee within thirty (30) days following the receipt by Licensee of a written notice from Licensor of such breach; (ii) the occurrence of any bankruptcy-related event set forth in Section 8.3; or (iii) receipt by Licensee of a written notice of termination from Licensor providing for a termination date of this Agreement no sooner than ninety (90) days following receipt of such written notice.
- 4.2 Effect of Expiration or Termination. Upon expiration or termination of this Agreement, Licensee will immediately cease all use of the Trademarks.
- 4.3 Survival. Sections 3, 5, 6, 8 and the indemnification provision of section 7 of this Agreement shall survive the expiration or termination of this Agreement.

5. Disclaimer of Warranties; Limitation of Liability.

- 5.1 LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
- 5.2 NEITHER PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES, LOST PROFITS, OR LOSS OF BUSINESS) IN ANY WAY RELATED TO THIS AGREEMENT WHETHER IN CONTRACT OR IN TORT, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY THEREOF.

6. Quality Control.

- 6.1 Quality Standards. Licensee agrees that the nature and quality of: all services rendered and all products distributed and sold by Licensee in connection with the Trademarks and any other approved uses of the Trademarks by Licensee, shall conform to guidelines set by Licensor. Licensee agrees to strictly abide by the *Ahiflower Brand Use Guidelines* as set forth in Section 3.2.
- 6.2 Quality Maintenance. Licensee agrees to cooperate with Licensor in facilitating Licensor's control of such nature and quality, to permit reasonable inspection of Licensee's operation, and to supply Licensor with physical or digital embodiments of all

uses of the Trademarks upon request. Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the marketing and sale of products containing Ahiflower and covered by this Agreement.

- 6.3 Infringement. Licensee agrees to notify Licensor of any potentially unauthorized use of the Trademarks by third parties promptly as it comes to Licensee's attention. Licensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Trademarks.

7. Insurance; Indemnification

- 7.1 Licensee shall obtain and maintain general liability insurance providing protection for Licensor and any of Licensor's officers, agents, and employees in amounts of coverage specified below, against any claims, liabilities, judgments, costs, and expenses, including court costs and attorney's fees, arising out of any alleged defects in any products manufactured by Licensee, or any use thereof. Licensor shall be named as an additional insured in said policy of general liability insurance, which shall provide that it may not be canceled without at least thirty (30) days' written notice to Licensor, which shall be furnished with a current certificate of such insurance. Licensee agrees that such insurance policy or policies shall provide coverage of not less than one million dollars (\$1,000,000) for personal injuries arising out of each occurrence and three hundred thousand dollars (\$300,000) for property damage arising out of each occurrence.
- 7.2 Licensee hereby agrees to indemnify, defend, and hold Licensor and any of Licensor's officers, employees, and agents harmless for and from any and all claims, liabilities, judgments, costs, and expenses, including court costs and attorney's fees, arising out of any action of Licensee based upon, or arising out of, this Agreement. Licensor hereby agrees to indemnify, defend, and hold Licensee and any of Licensee's officers, employees, and agents harmless for and from any and all claims, liabilities, judgments, costs, and expenses, including court costs and attorney's fees, arising out of any action of Licensor based upon, or arising out of, this Agreement. The mutual indemnification obligations of this Section 7.2 shall survive the expiration or termination of this Agreement

8. Miscellaneous.

- 8.1 Licensee. Licensee shall perform this Agreement solely as a licensee and not as Licensor's independent contractor, agent, or employee. Licensee has no authority to make any statement, representation, or commitment of any kind or to take any action binding upon Licensor, without Licensor's prior written authorization.
- 8.2 Assignment. The license granted by this agreement is unique and personal to Licensee. Accordingly, Licensee shall not assign or transfer its rights or delegate its duties, without the prior written consent of Licensor.

- 8.3 Bankruptcy. This Agreement sets forth a license to intellectual property rights. To the extent permitted by applicable law, Licensor may terminate this Agreement immediately by written notice to Licensee upon (a) the institution by Licensee of insolvency or bankruptcy proceedings or any other act of bankruptcy or proceedings for the settlement of Licensee's debts; (b) the institution of such proceedings against Licensee, which is not dismissed or otherwise resolved in Licensee's favor within ninety (90) days thereafter; or (c) Licensee making a general assignment for the benefit of creditors.
- 8.4 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina, without regard to principles of conflict of laws that would cause the laws of any other jurisdiction to apply.
- 8.5 Jurisdiction and Venue. The parties irrevocably (i) agree that any suit or other legal proceeding arising out of or relating to this Agreement may be brought only in a court of the State of North Carolina or the United States District Court located in Forsyth County, North Carolina, (ii) consent, for themselves and in respect of their property, to the jurisdiction of each such court in any such suit or proceeding, and (iii) waive any objection which they may have to the laying of venue of any such suit or proceeding in any of such courts and any claim that any such suit or proceeding has been brought in an inconvenient forum.
- 8.6 Attorneys' Fees and Costs. The prevailing party in any dispute between the parties litigated through final appeal shall be entitled to reimbursement by the other party for all attorneys' fees and costs, including court costs, costs of expert witnesses, and the like.
- 8.7 Headings. Headings of particular sections are inserted only for convenience and are not to be considered a part of this Agreement or be used to define, limit, or construe the scope of any term or provision of this Agreement.
- 8.8 Notices. All notices, payments, or consents required or allowed hereunder, shall be sent to the parties as provided herein, in writing, and shall be deemed to have been delivered (a) immediately, if delivered personally, (b) on the third business day following if delivered by registered or certified mail, postage prepaid, return receipt requested, or (c) on the following business day if delivered by a recognized overnight courier service, to the following addresses of the respective parties:

Licensor:
Technology Crops LLC
7996 North Point Boulevard, Suite 100
Winston-Salem, NC 27106

Licensee:
IAF NETWORK SRL
VIA FUERS 46
25125 BRESCIA
P. I. ITO2424060982

A party may change its address listed above by notice to the other party given as set forth in this Section 8.8.

- 8.9 **No Oral Modification.** No modification, extension, or waiver of or under this Agreement shall be valid unless made in writing and signed by both the Licensor and the Licensee. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.
- 8.10 **Severability.** In case any one or more of the provisions of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.
- 8.11 **Entire Agreement.** This Agreement constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior written and oral negotiations, correspondence, agreements, understandings, duties or obligations between the parties respecting the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- 8.12 **Further Assurances.** Each party hereto covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, such party will execute and deliver all such further legal instruments and perform all such further acts as may, in each case, be or become necessary or appropriate to effectuate the purposes of this Agreement.
- 8.13 **Counterparts.** This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 8.14 **Confidentiality.** The parties agree that the terms and conditions of this Agreement are and shall remain confidential and shall not disclose the same absent legal compulsion to do so. In the event that Licensee is required to disclose any of these terms and conditions under any law, regulation, or court order, Licensee shall promptly notify Licensor in writing of such requirement prior to disclosure in order to afford Licensor an opportunity to seek a protective order to prevent or limit disclosure of the information to third parties.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the Effective Date.

LICENSOR
Technology Crops LLC

LICENSEE
IAF NETWORK SRL

By: _____

By: _____

Name: _____

Name: ALESSANDRO CORADI

Title: _____

Title: CEO

IAF NETWORK Srl
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