**Trademark License and Royalties Agreement**

This Trademark License and Royalties Agreement (“Agreement”) is made as of the April 1, 2021 the “Effective date” by and between Elite Group YJ LLC (“The Licensor”) with an address of 3310 Mary Street, Coconut Grove, FL. USA; and Orchid Ventures,Inc (“The Licensee”) a Canadian company with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Licensor and Licensee are herein referred to as “Parties” to this agreement and each as a party.

**BASIC INFORMATION**

The information in this section appears here for ease of reference only, and, unless specifically stated, is not to be used to construe any terms of this Agreement. The detailed and binding terms follow this section.

Licensed Trademarks: BUGATTI

Licensed Products: Class 34 limited to Disposable vapes.

Licensor Products:

Territory: As set forth in Section 2

Initial Term: 3 years

Initial Expiration: March 31,, 2024

Royalty Rate: See Schedule C

Minimum Royalty: See Schedule A

Minimum Marketing: See Schedule B

**RECITALS**

WHEREAS, the Licensor and Licensee desire to enter into this Agreement to document the Trademark License and Royalties Agreement, effective as of the Effective Date. The Parties have agreed that Licensee shall pay the Licensor a royalty as specified herein, for Licensee’s use of the Marks

**AGREEMENT**

NOW, THEREFORE, in consideration of the above, the mutual promises and valuable consideration contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be bound hereby, the Parties agree as follows:

**Section 1 Recitals**

The recitals above are hereby incorporated into this Agreement as if fully set forth herein.

**Section 2** **Territory**

The territory of this Agreement (“Territory”) is comprised of and is limited to the following countries: USA, Canada and South America. The Licensee shall make use of the Marks in each and every country in the Territory every year, sufficient to support the registration of the Marks in the countries that comprise the Territory. Licensee will not directly or indirectly deliver products bearing the Marks outside of the Territory.

**Section 3** **Transfer of License Rights**

Licensor hereby grants to Licensee, and Licensee accepts from Licensor, for the term of this Agreement, a license (the “License”) to use the Marks solely for and in connection with Licensee’s marketing and sales of vapes and pods for CBD and THC (the “Products”) in the Territory. The License is exclusive with respect to the Products, and is non-transferable.

**Section 4** **License Fee; Incentive; Purchase of Tooling**

As payment for the License, Licensee shall be obligated to pay a royalty fee equal to percent of the quarterly sales. Royalties shall be paid on a quarterly basis on or before the 7th of the month following the prior quarter. Attached as Schedule A is a schedule of Minimum Revenues and Minimum Royalties; notwithstanding anything stated to the contrary in Schedule A, a) each year shall begin on September 1 and end on August 31, with year 1 beginning April 1, 2021; b) the minimum royalties in each year shall be due and payable based on the higher of i) the afore-stated formula (8 percent of quarterly sales) or ii) the minimum royalties set forth in Schedule A. This license fee in the form of royalties is guaranteed to be timely paid by Licensee to Licensor for a period of three years unless this Agreement has been rightfully terminated by Licensee due to an uncured default by Licensor or, in the event Licensor is not in default but Licensee has determined that the business arrangement documented herein is not satisfactory, then Licensee’s obligation to pay such guaranteed fees after having paid same for at least one year and having complied with this agreement in every respect, can be terminated by Licensee giving Licensor written Notice of its intention to terminate at least six months prior to the beginning of every six month period, starting April 1, 2022.

As and for further incentive(s) for Licensor to enter into this Agreement, within five days after execution, Licensee will deliver to Licensor stock in Orchid Ventures, Inc. (ORVRF) equal in value to $150,000.00 US at the time of transfer, such stock to be actively trading on \_\_\_\_\_\_ stock exchange, with the understanding and agreement that Licensor will not trade such stock via such exchange until at least four months shall have passed after execution of this Agreement.

**Section 5 Interest**

If Licensee fails to timely make any payments due under this Agreement, Licensee shall pay interest on the unpaid balance from the date such payment becomes due until the date the entire amount is paid in full at a rate equal to three percentage (3%) points over the prime rate being charged in New York, New York by Citibank, N.A. as of the close of business on the date the payment first becomes due. The interest payments shall be in addition to any other remedies due Licensor by law or equity.

**Section 6 Marketing**

The Licensee is committed to spend a minimum amount of dollars towards marketing and promoting the Marks and Products in accordance to Schedule B. Licensor has entered into this Agreement, in part, based upon such commitment. In the event that Licensee does not timely spend the amount(s) set forth on Schedule B, then the shortfall amount(s) not spent shall be immediately remitted to Licensor on demand, and Licensor will then expend such shortfall on marketing at its sole discretion. Within ten (10) days after execution of this Agreement, Licensee will deliver to Licensor a proposed budget for marketing expenditures, such budget to have line item amounts for the Marketing Categories identified on Schedule B as well as other items deemed necessary by Licensee to successfully market the Products in the Territory.

**Section 7 Licensor’s Ownership of Marks**

Licensee acknowledges Licensor’s exclusive right, title, interest, and goodwill in and to the Marks and acknowledges that nothing in this Agreement shall be construed to afford Licensee any rights in and to the Marks, other than a license to use the Marks solely in accordance with and subject to this Agreement. Licensee shall not, at any time during or after the Term:

(i) challenge, contest or attack, directly or indirectly, Licensor’s right, title or interest in or to the Marks in any jurisdiction, or do or cause to be done or intentionally omit to do anything, the doing, causing or omitting of which would contest or in any way impair the rights of Licensor in or to the Marks, or that could affect the validity of the Marks or any registrations or applications thereof, including in any action in which enforcement of a provision of this Agreement is sought. Licensee shall not willingly become a party adverse to Licensor in any claim, action, suit, arbitration, litigation or other proceeding in which a third party contests the value, validity and/or enforceability of the Marks or Licensor’s rights therein;

(ii) use (A) any trademark, trade name, name, description, or other indicia of origin that is confusingly similar to the Marks; or (B) any word, symbol, character or set of words, symbols or characters, which in any language or any characters would be identified as any of the Marks or which is otherwise confusingly similar to the Mark; or

(iii) adopt, use, reserve, register or attempt to register (or allow others within its control to do the same), in any state or country or other jurisdiction throughout the world, the Marks or any trademark, trade name, name, description, or other indicia of origin that is confusingly similar to, misleading or deceptive with respect to, or dilutes or damages, the Marks.

Notwithstanding anything stated to the contrary herein, Licensor does not presently own the Marks but, rather, such Marks are owned and controlled by the principal of Licensor and will be made available for the purposes of this Agreement as soon as practical after execution of this Agreement and delivery of the initial payments by Licensee to Licensor.

**Section 8 Validity of Marks, Goodwill, and Recognition of Rights**

Licensee recognizes and acknowledges the goodwill associated with the Marks. Licensee is prohibited from contesting the validity of the Marks or their ownership by Licensor, and acknowledges their validity. All rights in the Marks other than those specifically granted herein are reserved to the Licensor for its own use and benefit.  Licensee acknowledges that it shall not acquire any rights in the Marks as a result of its use thereof, and that the use of the Marks by Licensee shall inure exclusively to the benefit of the Licensor.  Licensee shall not use nor authorize nor permit the use of the Marks in any manner at any time nor at any place not specifically licensed herein.

**Section 9 Undertakings of Licensee; Indemnifications**

a. Undertakings. Licensee shall comply with all applicable laws and regulations pertaining to trademarks and the Products to be sold under the Marks, for each and every country in the Territory, including but not limited to all use of the Marks under the License. The Products: (A) shall be suitable for their intended use; (B) shall not be designed or produced to be inherently dangerous or contain or be packaged in any injurious, poisonous, deleterious or toxic substance or material; and (C) shall be manufactured, offered for sale, sold, labeled, packaged and distributed, advertised and otherwise exploited, in accordance with all applicable laws (including all child and other labor law, all customs requirements country of origin regulations, and laws relating to health and safety);

b. Taxes, Duties and Imposts. All taxes, duties, imposts, and the like, including but not limited to value added tax, and license tax, that may be assessed or imposed in the Territory upon the sums due pursuant to this Agreement to Licensor shall be borne and discharged by Licensee, and no part thereof shall be deducted from the sums payable to Licensor under any paragraph of this Agreement; provided, however, that in the event and to the extent that sums payable under this Agreement are subject to withholding taxes under any applicable United States treaty, Licensee may, if and to the extent required by such treaty, withhold from each payment the amounts of those direct taxes due and required to be withheld, and in such case Licensee shall furnish Licensor with a certificate of payment executed by the appropriate official of the government, certifying that such tax has been paid.

c. Licensee’s Indemnification. Licensee shall defend, indemnify and save harmless Licensor, and Licensor’s affiliates, related companies and members, and their respective heirs, successors, and assigns, from all losses, costs, liabilities, damages, claims and expenses of every kind and description, including reasonable attorneys’ fees through all available appeals, arising out of or resulting from any act or omission of Licensee relating to Licensee’s use of the Marks or Licensee’s operation of the business or sale of Products in connection with which the Marks are used, including but not limited to unfair or fraudulent advertising claims, warranty claims, and tort or liability claims pertaining to the Products or the Marks.

**Section 10 Manufacture and Approval of Licensed Products**

10.1. Efforts. Licensee shall use its commercially reasonable efforts to market, promote, manufacture, (or have manufactured for it by subcontractors approved by Licensor) and sell Products that are of a quality consistent with the standards and goodwill of the Marks. Licensee acknowledges that its efforts to continuously exploit, advertise, promote, market and sell Products during the Initial Term and any Renewal Term is a material requirement of this Agreement and is essential to enhance and preserve the reputation of the Marks.

10.2. Quality. All Products shall be of first-class commercial quality and shall conform to quality standards consistent with luxury products. Each Product and the activities of Licensee under this Agreement shall be intended not only to enhance and promote, but in no manner to reflect adversely upon, the image, goodwill and reputation of Licensor or the Marks. If Licensee does not properly use the Marks on the Products or the quality of these items do not conform to the standards required by this Agreement, then upon receipt of written notice from Licensor identifying its objection, Licensee shall cease the production, sale, advertising and distribution of the non-conforming Products until the non-conformity can be cured, which cure shall be completed within thirty (30) days of notice, or if not timely capable of cure, Licensee shall remove from such Products the Marks. The Licensee understands, agrees, and acknowledges that a) the use of the Marks in a manner that does not comply with the Licensor’s standards of quality for a luxury brand will damage the value of the Marks, and that the Marks have a minimum value of $15 Million USD as of the Effective Date. The Licensor reserves the right to seek damages from Licensee, due to Licensee’s failure to comply with the provisions of this Section and/or this Agreement as a whole,irrespective of any discontinuance or cure by Licensee under this Paragraph.

10.3. Product Distinction. Licensee shall distinguish the design and features of the Products from all other products manufactured and sold by Licensee to avoid confusing similarity between the Products and other products sold by Licensee.

10.4. Facilities. Licensee shall maintain adequate facilities and qualified personnel to assure and perpetuate the quality of the Products consistent with the high luxury standards of Licensor and the goodwill associated with the Marks. Licensor or its duly authorized representative shall have the right, during reasonable business hours, to inspect Licensee's or its subcontractors’ manufacturing and distribution facilities, observe the manufacturing, warehousing and other processes involving any Product, and take samples of finished Products or Products in process.

10.5. Suitability and Testing. Each Product shall be of a high quality and of such style, appearance and quality as to be properly suited for exploitation in accordance with the purposes of this Agreement. Licensee shall be responsible for all safety testing and approvals in conformity with the standards and legal requirements applicable to the manufacture, distribution or sale of any Product. To the extent required by law, Licensee shall submit each new Product to an outside testing lab approved by Licensor to substantiate the conformance of each product with applicable law at Licensee's cost. Once during each Contract Year, Licensee shall submit at least two random samples of Product to Licensor to allow Licensor to check product quality at no cost to Licensor.

10.6. Approvals. Prior to the manufacture, sale and distribution of any Product and/or use of any label, advertising, promotional (including web sites), packaging material, or any other materials bearing the Marks, Licensee shall submit samples to Licensor and obtain Licensor's written approval. Such samples shall include but not be limited to: at least two (2) samples of Product; two (2) complete samples of all labels; and two (2) complete samples of all promotional, advertising, packaging materials or any other materials bearing the Marks or intended to be used with the Products. Licensor shall endeavor to approve such samples within ten (10) business days after receipt. Licensee’s failure to receive Licensor’s written approval shall be deemed a disapproval of such submitted samples. Licensee may not sell or otherwise distribute any such materials or Licensed Products until written approval is received from Licensor. Licensee shall not make any alterations, additions, replacements or improvements to any previously approved Products or other materials incorporating the Marks without written approval from Licensor. Licensee's failure to maintain the quality of the Products, test the Products, obtain and submit acceptable product test results to Licensor, failure to obtain Licensor’s written approvals, or failure to comply with the regulatory or other requirements set forth in this Section shall be material breaches and shall subject Licensee to termination in accordance with this Agreement. Sample products shall also be provided during the first month of every subsequent year of the Term, for quality inspection by Licensor.

10.7. Distribution Channels. Licensee acknowledges that the Products are to be sold only in legal sales channels of high quality, reflecting the prestige of the Marks.

10.8. Government Regulations. Licensee will comply with and represents and warrants that all Products do comply with all laws, rules, regulations and requirements of any governmental or administrative body in which the Products are sold (including, without limitation, the Alcohol and Tobacco Tax and Trade Bureau, the Federal Trade Commission, Federal Communications Commission, U.S. Food and Drug Administration, Environmental Protection Agency, the Consumer Products Safety Commission, and any foreign equivalents thereof), which may be applicable to the manufacture, advertising, merchandising, packaging, registration, publicity, promotion, sales, distribution, shipment, import and export of the Products and/or its packaging, advertising or promotional materials.

10.9. Banned Substances. Licensee certifies that the Products do not contain any substance that is banned by the laws, directives or regulations of any governmental entity. Licensee certifies that the Products include any and all warnings, disclosures, or instructions as necessitated by any foreign, U.S. or state law or regulation.

10.10. Compliance with Laws. Licensor reserves the right to investigate any potential violation of law of any country in which the Products are manufactured or sold and at its discretion, to suspend, discontinue or terminate this Agreement for Licensee's or its subcontractors’ failure to comply with any laws applicable to Products produced in the United States or any other country, or violations of this provision, which non-compliance, in Licensor’s reasonable judgment, causes Licensor or its affiliates, as corporate entities, or Licensor as a brand to be viewed negatively.

10.11. Full Cooperation. Licensee will provide reasonable assistance to Licensor in responding to any inquiry or observation from any governmental agency or standard setting body, will promptly investigate and respond to any allegation the Products are improperly designed or has failed to perform properly, and will notify Licensor of any planned changes to the Products at least thirty (30) days prior to implementing such change. Licensee will not implement any changes to a Product without complying with Paragraph 10.6.

**Section 11 Purchasing Procedures**

Licensee shall inform and copy the Licensor on each purchase order transaction of the Products which include the Marks per this agreement.

**Section 12 Use of Trademark Symbols and Logos**

Licensee shall consistently use the ® symbol for all Marks that are registered. Licensor shall provide to Licensee the logos that Licensee may use in connection with this Agreement, see Schedule C, to be attached.. No other logos may be used without the Licensor’s approval, said approval not to be unreasonably withheld. Licensee is aware to an Agreement between the Licensor and Bugatti International, termination of such agreement may affect Schedule C.

**Section 13 Filing of Trademark Applications and Maintenance of Trademark Registrations**

Licensor shall have full control and the sole right to apply to register, register, maintain, and renew the Marks with the United States Patent and Trademark Office or any other federal, state or local agency or foreign equivalent, as applicable, which shall include the filing of all necessary documentation and payment of all application, renewal, maintenance and other fees. Licensee will reasonably cooperate with Licensor in such efforts, including by executing all documents and performing all acts reasonably requested by Licensor in connection therewith. Licensor shall give Licensee at least thirty (30) days advance notice of its intent to no longer maintain any such Mark.

**Section 14 Enforcement of Marks**

In the event that either Party learns of any actual or threatened unauthorized use of the Marks by a third party, such Party shall promptly notify the other Party of such use and any details thereof of which such Party is aware. Within twenty (20) days of such notice (or sooner, if reasonably justified under the circumstances), Licensor, mayinform Licensee and commence legal proceedings or take any other action in connection with such use. If Licensor makes such election, Licensee shall, at Licensor’s expense, provide all information in its possession and reasonable assistance to Licensor or its authorized representatives in connection therewith. If Licensor does not so elect and such unauthorized use is materially impairing Licensee’s rights under this Agreement, Licensee may, in its sole discretion, in consultation with Licensor, commence legal proceedings in its own name and/or take other action in connection with such use and Licensor shall, at Licensor’s expense, provideinformation in its possession and reasonable assistance to Licensee or its authorized representatives (including actions reasonably required to assist Licensee in enforcing its rights) in connection therewith. Absent a future agreement to the contrary, the Party bringing an action under this section shall control such action, and shall bear all costs and expenses associated with such action and keep all settlements and recoveries in connection therewith; provided, however, that neither Party shall enter into any settlement that would prejudice the other Party’s rights in or to the Mark or otherwise impose any liability or obligations on the other Party.

**Section 15 Right to Defend Marks**

1. Claim by Third Party. Licensee shall promptly notify Licensor in writing of any claim by a third party that the use of the Marks infringes the rights of a third party, regardless of whether such claim has become the subject of a legal proceeding. Licensor shall retain the right to intervene and control the defense of any such lawsuit or dispute involving the Marks at the Licensor’s own expense. Licensee shall provide all reasonable assistance requested by Licensor in connection with such litigation or dispute, at the Licensor’s expense.
2. Regulators. Each Party, as applicable, shall promptly notify the other Party of any material dispute or claim, or any anticipated investigation, by regulators involving the Marks or Products.

**Section 16 Insurance**

Licensee shall obtain and maintain throughout the term, at its sole expense, standard product liability insurance and advertiser’s liability insurance from a reputable insurance company, naming Licensor as an additional insured. Each policy shall provide full indemnification and defense against all claims, liabilities, demands, and causes of action arising out of the sale of the Products, the creation or production thereof, and any advertising, promotion, and publicity of same, and their use and/or any defects in, or the reasonably foreseeable use or misuse thereof. Coverage under each policy shall be at least Three Million Dollars (($3,000,000.00 USD). Each such policy shall require that Licensor receive at least thirty (30) days written notice of the cancellation, amendment, or endorsement thereof. Licensee shall furnish Licensor with certificates of insurance evidencing that the insurance coverage is in full force and effect.

**Section 17 Termination**

This Agreement may be terminated only for one of the following reasons:

1. Mutual: By mutual agreement;
2. By Licensee: By Licensee, if Licensor is in material default of any of its obligations under this Agreement and if such default continues for more than sixty (60) days following notice to cure;
3. By Licensor: By Licensor if:
4. Licensee becomes insolvent, assigns all or any part of its assets for the benefit of creditors, or upon the filing of any petition in bankruptcy, voluntarily or involuntarily;
5. Licensee is in default of its monetary obligations under this Agreement and if such default continues for more than forty-eight (48) hours following notice to cure;
6. Licensee is in material default of, or breaches, any of its other obligations under this Agreement and if such default continues for more than ten (10) days following notice to cure;
7. Licensee transfers or attempts to transfer or sub-licence all or any part of the rights and/or the License granted by this Agreement;
8. Licensee’s ownership changes due to exit and the purchase option was not executed; or
9. The Marks are sold

**Section 18 Information and Reports to be Provided by Licensee**

The Licensee agrees to provide the following information and reports:

1. List of all Manufacturers to include name, address, and full contact information (telephone, email, fax, etc.). An updated list shall be provided to Licensor no later than ten (10) days of a change to this list (whether to add additional manufacturers, or to update contact information).
2. List of all storage locations used for the Products, to include name, address, and full contact information (telephone, email, fax, etc.). An updated list shall be provided to Licensor no later than ten (10) days of a change to this list (whether to add additional storage locations, or to update contact information).
3. List of all Import and Export Brokers/Agents, to include name, address, and full contact information (telephone, email, fax, etc.). An updated list shall be provided to Licensor no later than ten (10) days of a change to this list (whether to add additional Import and Export Brokers/Agents, or to update contact information).
4. List of all Shipping Agents, to include name, address, and full contact information (telephone, email, fax, etc.). An updated list shall be provided to Licensor no later than ten (10) days of a change to this list (whether to add additional Shipping Agents, or to update contact information).

**Section 19 Access to Books and Records; Audit Rights**

Licensor or its designee shall have the right to enter Licensee’s premises and inspect all books and records of Licensee relating to the sales, advertising and promotion of the Products within five (5) business days after notice to Licensee during the Initial Term and any Renewal Term and for three (3) years after termination. Licensor’s acceptance of any statement furnished or Royalty paid shall not preclude Licensor from questioning its correctness and, in the event that underpayments are discovered, Licensee shall immediately render payment of any amounts for which Licensee does not have a reasonable basis to contest payment plus interest in the amount as set forth in Paragraph 6 from the date the payment was due. If Licensee disagrees with Licensor’s, or its representatives’ determination of Royalty underpayments, then Licensee and Licensor shall try to resolve the dispute amicably and in good faith, however, absent clear error, Licensor’s auditor’s findings shall be conclusive. If the underpayments are more than five percent (5%) it shall be a material breach of this Agreement, and Licensee shall reimburse Licensor for the costs of the audit and Licensor shall have the option to terminate this Agreement in accordance with the provisions of Paragraph 17. The Licensee shall provide an authorization letter from each of the entities identified in Paragraph 18, above, allowing the Licensor or its designee to have access to or receive all information related to the Products.

**Section 20 Relationship of Parties**

Neither Licensor nor Licensee are now, nor shall they become or be considered as, either principal or agent of the other, nor shall Licensor and Licensee be joint venturers or partners either in carrying out their respective duties and obligations under this Agreement or for any other purpose. Neither Party shall have the right to obligate or bind the other Party in any manner to any third party.

**Section 21 Representations and Warranties**

a. Licensee acknowledges that Licensor has made no warranties or representations, other than as set forth in 21(b) below, to induce Licensee to enter into this Agreement, including without limitation, any statement with respect to the validity, enforceability or coverage of the Marks.

b. Licensor’s Representations and Warranties. Licensor represents, warrants and covenants to Licensee that the following are true, accurate and complete as of the Effective Date:

1. Corporate Power; Authorization; Enforceable Obligations. Licensor has the power, authority and legal right to execute, deliver and perform this Agreement and all other agreements and transactions contemplated hereby or executed in connection herewith. The execution, delivery and performance of this Agreement and all other agreements and transactions contemplated hereby or executed in connection herewith have been duly authorized by all necessary corporate action and will not: (a) conflict with or violate the terms of its organizational documents, or (b) conflict with or result in any breach of or default under any Agreement to which it is a party or by which it is bound.
2. Binding Obligation. This Agreement, and all other agreements and transactions contemplated hereby or executed in connection herewith, are valid and binding obligations, enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors’ rights generally.
3. Ownership of Marks and Authority to License. Licensor warrants and represents that it has the authority to license the Marks. The Licensor has not granted any licenses to use the Marks in connection with the Products to a third party, therefore, the Marks licensed are for the exclusive use of the Licensee in connection with the Products during the term of this Agreement. Licensor warrants and represents that, as of the Effective Date, the Marks are free of any security interests.

 c. Licensee’s Representations and Warranties. Licensee represents, warrants and covenants to Licensor that the following are true, accurate and complete as of the Effective Date:

(i) Organization; Good Standing; Qualification. Licensee is a for-profit limited liability company duly organized, validly existing and in good standing under the laws of Canada, has all requisite corporate power and authority to carry on its business as is now being conducted, and is duly qualified and in good standing to do business in the jurisdictions where it presently does business.

1. Corporate Power; Authorization; Enforceable Obligations. Licensee has the corporate power, authority and legal right to execute, deliver and perform this Agreement and all other agreements and transactions contemplated hereby or executed in connection herewith. The execution, delivery and performance of this Agreement and all other agreements and transactions contemplated hereby or executed in connection herewith have been duly authorized by all necessary corporate action and will not: (a) conflict with or violate the terms of its organizational documents, or (b) conflict with or result in any breach of or default under any Agreement to which it is a party or by which it is bound.
2. Binding Obligation. This Agreement, and all other agreements and transactions contemplated hereby or executed in connection herewith, are valid and binding obligations, enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors’ rights generally.
3. Compliance with Law. Licensee will comply in all material respects with all applicable laws and regulations. Execution of this Agreement and performance hereunder will not violate any legal requirement applicable to Licensee.
4. Survival. All representations and warranties made by the parties in this Agreement shall survive the execution and delivery hereof.
5. Mutual Indemnification for Representations and Warranties in this Section. Each party hereto shall indemnify and hold harmless the other from any and all liabilities, damages, claims, costs and expenses (including reasonable fees and expenses of counsel) arising out of, resulting from, or incurred in connection with any breach of any of its representations, warranties, covenants or agreements contained herein. Notwithstanding the foregoing, no party shall indemnify or hold harmless any other party from any or all liabilities, damages, claims, costs or expenses (including reasonable fees and expenses of counsel) arising out of or resulting from the negligence, intentional misconduct or bad faith of the other party.

**Section 22 Notices**

All notices or other communications required under the provisions of this Agreement shall be (i) in writing; (ii) delivered by hand; by registered or certified mail, return receipt requested or by facsimile transmission; and (iii) deemed given upon receipt. All notices or other communications shall be sent to the Parties at the address set forth below, or at such other address as the Parties shall have specified by written notice:

To Licensor: Elite Group YJ LLC

 3440 Hollywood Blvd., Suite 415

Hollywood, FL 33021

Fax:

To Licensee: Orchid Ventures, Inc

 Address

 Fax:

 Copies via email to Attorneys as follows:

**Section 23 Limitation of Liability**

Neither party hereto shall be liable to the other for any costs, expenses, fee, losses or damages arising out of or relating to any non-filings or errors in filings with any governmental agency by such party.

**Section 24 No Third-Party Rights**

Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto and their respective permitted successors and assigns, any rights or remedies resulting from this Agreement.

**Section 25 Costs**

Unless expressly stated to the contrary in this Agreement, all costs incurred by a Party hereto in connection with its performance hereunder shall be borne by that Party.

**Section 26 Survival**

Each of the provisions of this Agreement which are not, by the expressed terms of this Agreement, fully to be performed during the term of this Agreement shall survive the termination of this Agreement for any reason.

**Section 27 Licensor’s Remedies**

Licensee acknowledges and agrees that there would be no adequate remedy at law for its failure to comply withprovisions of this Agreement dealing with all matters other than payment of fees or other compensation to Licensor and/or its Principal (“monetary matters”) and agrees that, in the event of such failure and in addition to the rights (other than monetary matters) provided herein, Licensor shall be entitled to equitable relief by way of temporary restraining order, preliminary injunction and permanent injunction and such other and further relief as any court with jurisdiction may deem just and proper, without the necessity of posting bond or proving actual damages. This remedy is separate and apart from any other remedy Licensor may have

**Section 28 General Provisions**

1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matters hereof, and supersedes all prior oral or written agreements, commitments or understandings on those issues.
2. Amendment. This Agreement may not be amended except in writing signed by both parties.
3. Captions. The captions contained in this Agreement are included for convenience only and shall not affect the interpretation of this Agreement.
4. Partial Exercise of Rights. A party’s failure to enforce a provision or to fully enforce a provision of this Agreement or to exercise a right or privilege hereunder, including waiver of another party’s act or omission, shall not be construed as a waiver of any subsequent act or omission or any provisions, rights or privileges under this Agreement.
5. Binding Effect; Assignment. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign any rights or delegate any duties hereunder, except with the prior written permission of the other, which permission shall not be unreasonably withheld.
6. Governing Law; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury. THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement or the transactions contained in or contemplated by this Agreement, exclusively in the FLORIDA State court (the “Chosen Courts”). EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. This Agreement is governed by the laws of the state of Florida, without reference to the rules regarding choice of law.
7. Severability. If any part of any provision of this Agreement, or any other document incorporated herein, is found to be invalid or unenforceable under applicable law, then that part of the Agreement or incorporated document shall be ineffective to the extent of such invalidity only, and shall not affect the remaining parts of the provision or the remaining provisions of this Agreement.
8. Limitation on Benefits and Enforcement. The parties intend that no person or entity other than one of them is or shall be entitled to bring any action to enforce any provision of this Agreement against any of them. The covenants, undertakings and agreements set forth herein shall be solely for the benefit of and shall be enforceable only by the parties hereto, or their respective successors and permitted assigns.
9. Recovery of Costs of Enforcement. If either party sues the other to enforce any provision of this Agreement, the prevailing party shall be entitled to recover, for actions and/or proceedings at all levels, in addition to any other remedy, reimbursement for reasonable attorneys’ fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
10. Further Assurances, Each party agrees to take all additional actions, cause all additional actions to be taken, execute such further documents and enter into such further agreements as may be necessary or appropriate for full effectuation of this Agreement and the agreements and transactions contemplated hereby.
11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below, to be effective as of the Effective Date.

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| Witness: | **Licensor: Elite Group YJ LLC** |
| --- | --- |
| Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name) |  |
| appeared before me today\_\_\_\_\_\_\_\_\_\_\_\_\_(date) | Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(city) |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(state) | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name) | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Corporate Seal) |
|  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| Witness: | **Licensee: Orchid Ventures Inc** |
| --- | --- |
| Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name) |  |
| appeared before me today\_\_\_\_\_\_\_\_\_\_\_\_\_(date) | Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(city) |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(state) | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name) | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Corporate Seal) |
|  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Schedule A**

**Minimum Royalties**

| Table 1: Minimum Royalties |
| --- |
|  | 2021 | 2022 | 2023 |
| Minimum Revenue | $4,000,000 | $10,000,000 | $20,000,000 |
| Minimum Royalty | $450,000 | $1,000,000 | $2,000,000 |

**Schedule B**

**Required Minimum Marketing Expenditures**

|  |
| --- |
|  | 2021 | 2022 | 2023 |
| Minimum Marketing Expenditures | $400,000 | $300,000 | $200,000 |

**Marketing Categories**

**Social content and engagement; influencer outreach; traditional PR; trade publications-limited; email marketing; display advertisement-limited; retargeting; paid placement & promotion-ecomm & delivery; budtender trainings; budtender contests & sweepstakes; pop’s; in-store signage; store takeovers; in-store events-limited.**

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**Schedule C**

**Approved Logos**