

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7192032

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SMELLSLIKEGREEN INC	07/21/2021
RECEIVING PARTY DATA	
Name:	FACTORY 14 UK ACQUISITIONS II LTD
Street Address:	11 LAURA PL, BATHWICK
City:	BATH
State/Country:	UNITED KINGDOM
Postal Code:	BA2 4BL
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	29786635
Application Number:	29794478
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	+352661333885
Email:	radek@rp-advisory.com
Correspondent Name:	RADOSLAW PAWLOWSKI
Address Line 1:	85D ROUTE DE THIONVILLE 304
Address Line 4:	LUXEMBOURG, LUXEMBOURG L-2610
NAME OF SUBMITTER:	RADOSLAW PAWLOWSKI
SIGNATURE:	/R Pawlowski/
DATE SIGNED:	02/24/2022
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 53	
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ASSET PURCHASE AGREEMENT

BY AND AMONG

Smellslikegreen Inc

(“SELLER”)

AND

Mr. Salman Choudhry

(“FOUNDER”),

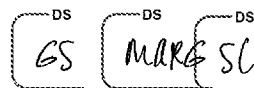
AND

Factory 14 UK Acquisitions II Ltd

(“BUYER”),

DATED AS OF

July 21, 2021



ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of July 21, 2021 by and between:

- A. **Smellslikegreen Inc**, a for profit corporation incorporated under the laws of the State of Wyoming, USA, with the registered address of 30 N Gould St Ste R Sheridan, WY 82801, United States (“**Seller**”);
- B. **Mr. Salman Choudhry**, a national of Pakistan, residing at the address of 112FF, Phase 4, DHA, Lahore, Pakistan, who is the ultimate owner of 100% of the shares of the Seller and the current sole-manager of the Business (“**Founder**”);
- C. **Factory 14 UK Acquisitions II Ltd**, a limited liability company incorporated under the laws of England and Wales, with the registered address of 11 Laura Place, Bath, BA2 4BL, United Kingdom (“**Buyer**”) (each a “**Party**” and, collectively, the “**Parties**”)

RECITALS

WHEREAS, Seller is engaged in the business of selling portable products through e-commerce (the “**Business**”);

WHEREAS, Buyer desires to purchase from Seller, and Seller and the Founder desire to sell to Buyer, substantially all of the properties, business, and assets of Seller used and/or useful in the operation of the Business, constituting substantially all of Seller’s assets, and Buyer desires to assume from Seller, and Seller and Founder desire to assign to Buyer, certain liabilities and obligations of Seller with respect to the operation of the Business, in each case for the consideration and in accordance with the terms and conditions of this Agreement; and

WHEREAS, Buyer, the Founder and Seller desire to enter into this Agreement for the purpose of setting forth their mutual understandings and agreements with respect to the foregoing; and

WHEREAS, capitalized terms used but not defined in the context of the Section in which such terms first appear shall have the meanings set forth in Section 1.01.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I. DEFINITIONS.

Section 1.01 Certain Defined Terms.

For purposes of this Agreement:

“**Acquired Assets**” has the meaning set forth in Section 2.01.

“**Acquisition Proposal**” means (i) the sale of any equity or any assets (other than in the ordinary course of business) of Seller, (ii) any acquisition, divestiture, merger, equity exchange, consolidation, redemption, financing, or similar transaction involving Seller or Founder (iii) any similar sale or acquisition transaction or business combination involving Seller or Founder.

“**Actual Inventory Value**” means the at-cost value of the items, goods, and materials held by the Seller for sale (including in transit or production), in the market to earn a profit.

“**Affiliate**” means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or is under common control with such Person. For the purposes of this definition, “control” (including the terms “controlled by” and “under common control with”), with respect to the relationship between or among two or more Persons, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, by agreement or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Ancillary Agreements**” means the Assignment and Assumption Agreement, the Intellectual Property Assignment Agreement, and the Joint Product Development and Commercialization Agreement.

“**Anticorruption Laws**” has the meaning set forth in Section 3.13.

“**Assignment and Assumption Agreement**” has the meaning set forth in Section 2.08.

“**Assumed Contracts**” has the meaning set forth in Section 2.01 .

“**Assumed Liabilities**” has the meaning set forth in Section 2.01.

“**Business**” has the meaning set forth in the recitals.

“**Buyer**” has the meaning set forth in the preamble.

“**Buyer Indemnitee**” has the meaning set forth in Section 7.03.

“**Buyer Warranty Breach**” has the meaning set forth in Section 7.03.

“**CARES Act**” means the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) and any administrative or other guidance published with respect thereto by any Governmental Entity.

“**Closing**” has the meaning set forth in Section 2.07.

“**Closing Date**” has the meaning set forth in Section 2.07.

“**Competing Business**” means the manufacturing, marketing or selling of products or services which are competitive with any Products and that are directly or indirectly marketed or sold anywhere in the world.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

“**Consideration**” shall mean the Purchase Price and the Earn-out Payment.

“**Contract**” means any legally binding contract, subcontract, agreement, license, sublicense, lease, sublease, instrument, indenture, promissory note, or other written or oral and legally binding commitment or undertaking.

“**COVID-19**” means SARS-Cov-2 or COVID-19, and any evolutions or mutations thereof of related or associated epidemics, pandemics, or disease outbreaks.

“**COVID-19 Measures**” means any quarantine, shelter in place, stay at home, workforce reduction, social distancing, shut down, closure, sequester, or any other Law, directive, guidelines, or recommendations by any Governmental Authority in connection with or in response to COVID-19.

“**Current Financial Statements**” has the meaning set forth in Section 3.04.

“**Default**” means any breach or violation of, default under, contravention of, or conflict with, any contract, Law, Order, or Permit, any occurrence of any event that with the passage of time or the giving of notice or both would constitute a breach or violation of, default under, contravention of, or conflict with, any contract, Law, Order, or Permit, or any occurrence of any event that with or without the passage of time or the giving of notice would give rise to a right of any Person to exercise any remedy or obtain any relief under, terminate or revoke, suspend, cancel, or modify or change the current terms of, or renegotiate, or to accelerate the maturity or performance of, or to increase or impose any liability under, any contract, Law, Order, or Permit.

“**Earn-out Payment**” has the meaning given in Section 2.04.

“**Earn Out Payment Calculations**” has the meaning given in Section 2.04.

“**Exchange Act**” has the meaning set forth in Section 3.04.

“**FCPA**” has the meaning set forth in Section 3.13.

“**Financial Statement Date**” has the meaning set forth in Section 3.04 .

“**Financial Statements**” has the meaning set forth in Section 3.04.

“**Final Purchase Price Calculations**” has the meaning given in Clause 2.3.2.

“**Founder**” has the meaning set forth in recitals.

“**Fundamental Representations**” has the meaning set forth in Section 7.01.

“**GAAP**” means United States generally accepted accounting principles and practices in effect from time to time applied consistently throughout the periods involved.

“**Governmental Authority**” means any national, state, local, domestic, foreign, or international governmental or judicial, legislative, executive, administrative or regulatory authority, tribunal, agency, body, entity or commission, or other governmental, quasi-governmental or regulatory authority or agency, domestic, foreign, or international.

“**Indebtedness**” of any Person means, without duplication, (a) the principal of, accrued and unpaid interest and any premium or penalty in respect of (i) Indebtedness of such Person for money borrowed and (ii) Indebtedness evidenced by notes, debentures, bonds or other similar instruments the payment of which such Person is responsible or liable for; (b) all liabilities of such Person issued or assumed as the deferred purchase price of property (but excluding trade accounts payable incurred in the ordinary course); (c) all liabilities in respect of letters of credit and bank guarantees; (d) all liabilities for capitalized leases; (e) the amount of any net payments due upon settlement of outstanding hedges, swaps or similar arrangements; and (f) all obligations of the type referred to in clauses (a) through (e) of any Person the payment of which such Person is responsible or liable for, directly or indirectly, as obligor, guarantor or surety.

“**Indemnitee**” has the meaning set forth in Section 7.04.

“Indemnitor” has the meaning set forth in Section 7.04.

“Intellectual Property” means and includes (i) patents, applications for patents (including divisions, provisionals, continuations, continuations in-part and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction; (ii) inventions, discoveries, and ideas, whether patentable or not in any jurisdiction; (iii) trademarks, service marks, brand names, certification marks, trade dress, assumed names, domain names, trade names and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; (iv) nonpublic information, trade secrets, know-how, formulae, processes, procedures, research records, records of invention, test information, market surveys, and confidential information, whether patentable or not in any jurisdiction and rights in any jurisdiction to limit the use or disclosure thereof by any Person; (v) writings and other works, whether copyrightable or not in any jurisdiction, and any renewals or extensions thereof; (vi) any similar intellectual property or proprietary rights; (vii) software, including all types of computer software programs, operating systems, application programs, software tools, firmware (including all types of firmware, firmware specifications, mask works, circuit layouts and hardware descriptions) and software imbedded in equipment, including both object code and source code, and all written or electronic data, documentation and materials that explain the structure or use of software or that were used in the development of software, including software specifications, or are used in the operation of the software (including logic diagrams, flow charts, procedural diagrams, error reports, manuals and training materials, look-up tables and databases), whether patentable or not in any jurisdiction and rights in any jurisdiction to limit the use or disclosure thereof and registrations thereof in any jurisdiction, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; and (viii) any claims or causes of action (pending, threatened or which could be filed) arising out of any infringement or misappropriation of any of the foregoing.

“Intellectual Property Assignment Agreement” has the meaning set forth in Section 2.08.

“Inventories” has the meaning set forth in Section 2.01

“IRS” means the Internal Revenue Service of the United States of America.

“Joint Product Development and Commercialization Agreement” has the meaning set forth in Section 2.08.

“Knowledge” of Seller with respect to any fact or matter means:

- a) an individual will be deemed to have "Knowledge" of a particular fact or matter: (i) if such individual has actual knowledge of such fact or matter or (ii) if such individual could reasonably have acquired actual knowledge of such fact or matter in the ordinary course of performance of his duties as an officer of the Seller after inquiry, with respect to such fact or matter; and
- b) an entity will be deemed to have "Knowledge" of a particular fact or matter only if any individual who, as of a given time of determination, is a director, officer, manager, partner of such entity (or in any similar capacity) has, or at any time had, Knowledge of such fact or matter.

“Law” has the meaning set forth in Section 3.10.

“Liabilities” means, with respect to any Person, any liability or obligation of such Person of any kind, character, or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested

or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

“**Lien**” means, with respect to any property or asset, all pledges, liens, mortgages, charges, claims, encumbrances, hypothecations, options, rights of first refusal, rights of first offer, and security interests of any kind or nature whatsoever.

“**Material Adverse Effect**” means any state of facts, change, development, event, effect, condition, occurrence, action or omission that, individually or in the aggregate, has or could be reasonably expected to have, a material adverse effect on any aspect of the business, prospects, assets, properties, financial condition, results of operations or prospects of the Business, individually or taken as a whole, or prevent, materially impede or materially delay the consummation by Seller of the transactions contemplated by this Agreement.

“**Material Contract**” has the meaning set forth in Section 3.12.

“**Medicare**” has the meaning ascribed to such term in the CARES Act.

“**Net Revenue**” is defined as the total revenue from product sales (excluding VAT) less any product sale refunds and promotional rebates.

“**Non-Solicitation Period**” has the meaning set forth in Section 5.01.

“**Order**” has the meaning set forth in Section 3.10.

“**Parties**” has the meaning set forth in the preamble.

“**Party**” has the meaning set forth in the preamble.

“**Permits**” has the meaning set forth in Section 3.10.

“**Person**” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Authority.

“**Proceeding**” has the meaning set forth in Section 3.10.

“**Product**” means (A) any product or service that Buyer is manufacturing, marketing, selling or developing on the date of this Agreement and (B) any other product or service that Buyer has marketed, sold, or developed at any time during the three-year period immediately prior to the date of this Agreement.

“**Purchase Price**” has the meaning set forth in Section 2.04.

“**Release**” means any release, spill, leaking, dumping, pouring, emitting, emptying, pumping, discharge, injection, escaping, leaching, dispersal, disposal of or migration into or through the environment or within any building, structure, or facility.

“**Representative**” means Persons acting, directly or indirectly, on behalf of another Person, including such Person's officers, directors, employees, representatives, agents, independent accountants, investment bankers, and counsel.

“**Restricted Period**” has the meaning set forth in Section 5.01.

“**Retained Liabilities**” has the meaning set forth in Section 2.03.

“**Retaining Party**” has the meaning set forth in Section 2.03.

“**Seller**” has the meaning set forth in preamble.

“**Seller Employers**” has the meaning set forth in Section 3.07.

“**Seller Indemnitee**” has the meaning set forth in Section 7.02.

“**Seller Warranty Breach**” has the meaning set forth in Section 7.02.

“**Subsidiary**” of any Person means any corporation, partnership, limited liability company, joint venture or other legal entity of which such Person (either above or through or together with any other subsidiary), owns, directly or indirectly, more than fifty percent (50%) of the shares or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation or other legal entity.

“**Tax(es)**” means any and all U.S. federal, state, local and non-U.S. taxes, assessments and other governmental charges, duties (including stamp duty), impositions and liabilities, including capital gains tax, taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, escheat, excise and property taxes as well as public imposts, fees and social security charges (including health, unemployment, workers' compensation and pension insurance), together with all interest, penalties, and additions imposed by a Governmental Authority with respect to such amounts.

“**Tax Returns**” has the meaning set forth in Section 3.09.

“**Threshold Amount**” has the meaning set forth in Section 7.05.

“**Transfer Taxes**” means all sales, use, transfer and all other non-income taxes, and any fees incurred in connection with the purchase and sale of the Acquired Assets.

“**PF EBITDA**” means the EBITDA for the months of March, April, May 2021, multiplied by four, agreed to be \$589,074.

“**EBITDA**” means the definition given in Exhibit 3a of Appendix 2.

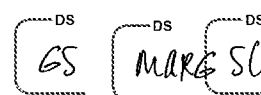
“**Year 1 Incremental EBITDA**” means the EBITDA generated in the first year after closing minus the PF EBITDA (with a floor of nil).

“**Year 2 Incremental EBITDA**” means the EBITDA generated in the second year after closing minus the Year 1 Incremental EBITDA minus the PF EBITDA (with a floor of nil).

Article II. PURCHASE AND SALE OF ASSETS.

Section 2.01 Purchase and Sale of Assets.

Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall sell, transfer, assign, convey, and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of the



Acquired Assets, free and clear of all Liens. “**Acquired Assets**” means all right, title, and interest in and to all of the assets of Seller, used and/or useful in the operation of the Business, including the following assets:

- a) all tangible personal property (whether as owner, lessor, lessee or otherwise), including, without limitation, all machinery, equipment, instruments, wiring, tools, molds, tooling, dies, fixtures, material handling equipment, and packaging equipment; ;
- b) all Intellectual Property, associated goodwill, related licenses and sublicenses (in each case, whether granted or obtained), and other rights, remedies against infringements of, and rights to protection of interests in Intellectual Property under the Laws of all jurisdictions, including without limitation those listed in Appendix 1 to this Agreement;
- c) the contracts and all associated rights of Seller (the “**Assumed Contracts**”) listed in Appendix 1 to this Agreement.
- d) all approvals, Permits, licenses, orders, registrations, certificates, variances, and similar rights obtained by, on behalf of, or for the benefit of Seller from any Governmental Authority;
- e) all books, records, ledgers, files, documents, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, email lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, correspondence with any Governmental Authority, operation manuals and procedures, sales material and records (including pricing history, total sales, terms and conditions of sale, sale and pricing policies and practices), strategic plans, lists, plats, drawings, specifications, creative materials, advertising, marketing and promotional materials, studies, reports, and other printed or written materials used and/or useful in the operation of the Business;
- f) all prepaid expenses; all choses in action, causes of action, claims, and demands of Seller (whether known or unknown, matured or unmatured, accrued or contingent), including rights to returned or repossessed goods and rights as an unpaid vendor; rights of recovery, rights of warranty and indemnity, rights to product liability insurance proceeds, rights of set-off and rights of recoupment; all security deposits, utility deposits and other deposits; all marketing and advertising materials, all supplies and miscellaneous assets; the Uniform Product Code Symbols of Seller; and the use of any telephone numbers that are used in the operation of the Business;
- g) all inventories of Seller, wherever located, including all finished goods, work in process, raw materials, spare parts and all other materials and supplies to be used or consumed by Seller in the production of finished goods (“**Inventories**”);
- h) all claims of Seller against third parties relating to the Acquired Assets, whether choate or inchoate, known or unknown, contingent or noncontingent;
- i) all insurance benefits, including rights and proceeds, arising from or relating to the Acquired Assets or the Assumed Liabilities prior to the Closing, unless expended in accordance with this Agreement;
- j) those rights relating to deposits and prepaid expenses and claims for refunds and rights to offset; and
- k) all of Seller's rights under warranties, indemnities, and all similar rights against third parties to the extent related to the Acquired Assets.

Section 2.02 Assumption of Liabilities.

At the Closing, Buyer shall assume and agree to pay or discharge when due in accordance with their respective terms, only the following liabilities of the Seller:

- a) the obligations listed in Appendix 1 to this Agreement (the “**Assumed Liabilities**”);
- b) liabilities in respect of Taxes (as defined below) for which Buyer is responsible; and

- c) any warranty or other obligations to provide service on, or to repair or replace, any products manufactured or sold by Seller prior to the Closing Date.
- d) Buyer shall not assume or be liable for any liabilities or obligations of Seller arising at or prior to the Closing.

Section 2.03 Retained Liabilities

Notwithstanding anything to the contrary contained in this Section or elsewhere in this Agreement, Seller shall maintain sole responsibility of, and solely shall retain, pay, perform, and discharge, all liabilities of Seller other than the Assumed Liabilities, including the following (collectively, the “**Retained Liabilities**”):

- a) any Liability for Taxes, including (i) any Taxes arising as a result of Seller's operation of its business or ownership of the Acquired Assets prior to the Closing, (ii) any Taxes that will arise as a result of the sale of the Acquired Assets pursuant to this Agreement, (iii) any employment Taxes paid or to be paid by Seller for any reason whatsoever, and (iv) any deferred Taxes of any nature;
- b) any Liability under any Contract that is not an Assumed Contract plus any Liability under an Assumed Contract that is not assumed by Buyer, including any Liability arising out of or relating to Seller's credit facilities, any security interest related thereto, or any warranty claim;
- c) any Liability under any employee benefit plans or relating to payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit-sharing plans, healthcare plans or benefits or any other employee plans or benefits of any kind for Seller's employees or former employees or both, including any Liability with respect to the payment of bonuses for any reason;
- d) any Liability under any employment, severance, retention or termination agreement with any employee of Seller or any of its Affiliates;
- e) any Liability of Seller to any stockholder or Affiliate of Seller, other than Liabilities incurred in the ordinary course of business;
- f) any Liability to indemnify, reimburse or advance amounts to any officer, director, employee, or agent of Seller, other than Liabilities incurred in the ordinary course of business;
- g) any Liability for wages, remuneration, compensation (including any equity grants, bonuses or commissions due any employee arising in connection with the transactions contemplated hereby), benefits, severance or other accrued obligations (i) associated with any current or former employee, consultant, director or other service provider of any Seller or any Affiliate of any Seller who does not become a Transferred Employee (or any dependent or beneficiary thereof), and (ii) with respect to any Transferred Employee, arising solely in connection with his or her service to Seller or any Affiliate of Seller prior to the date hereof, and
- h) any claim of an unfair labor practice, or any claim under any state unemployment compensation or worker's compensation Law or regulation or under any federal or state employment Law or other Law or regulation relating to employment, discrimination, classification or other matters relating to current or former employees, consultants, directors or other service providers (including any service providers), in any case, with respect to (i) any individual who does not become a Transferred Employee (or any dependent or beneficiary thereof), and (ii) any Transferred Employee, arising solely in connection with his or her service to Seller or any Affiliate of the Seller prior to the date hereof; "Transferred Employee" means each employee of Seller or its Affiliates who commences employment with Buyer or an Affiliate thereof, whether upon or following the Closing;
- i) any Liability to distribute to or otherwise apply to any of Seller's stockholders all or any part of the consideration received hereunder;
- j) any Liability arising out of any Proceeding pending as of the Closing;
- k) any Liability arising out of any Proceeding commenced after the Closing and arising out of or relating to any occurrence or event happening prior to the Closing;

- l) any Liability arising out of or resulting from Seller's compliance or noncompliance with any Law or Order of any Governmental Authority;
- m) any Liability of Seller under this Agreement or any other document executed in connection with the transactions contemplated hereby, including any Liability of Seller for expenses incurred by Seller or its Affiliates in connection with this Agreement and any Liability of Seller for any bonuses, commissions, or incentive payments paid or payable to any Person by reason of the consummation of the transactions contemplated hereby; and
- n) any Liability of Seller based upon Seller's acts or omissions occurring after the Closing.

Section 2.04 Purchase Price and Earn-Out

- a) **Tranche 1 – Purchase Price** - Tranche 1 of the Consideration consists of a purchase price for the Acquired Assets and Assumed Liabilities, which shall be paid by way of a cash consideration in the amount of **\$2,945,370** (the “**Purchase Price**”) plus estimated Actual Inventory Value as of Closing calculated in accordance with the principles set forth in Appendix 2.
 - i. No later than fifteen (15) Business Days after Closing, the Seller shall deliver to the Buyer the calculations of the Actual Inventory Value as of Closing (the “**Final Purchase Price Calculations**”). The calculations shall be prepared in accordance with Exhibit 1 and 2 of Appendix 2. Any payments pursuant to these calculations shall be made within 30 Business Days after receipt of the calculations.
- b) **Tranche 2 – Earn-out Payment** - Tranche 2 of the Consideration consists of a potential earn-out payment to be made in two potential instalments from the Buyer to the Seller dependent on the business performance of the Seller (the “**Earn-out Payment**”) to be calculated as follows:
 - i. **First instalment:** a multiple of 2.0x on Year 1 Incremental EBITDA
 - ii. **Second instalment:** a multiple of 2.0x on Year 2 Incremental EBITDA
 - iii. No later than fifteen (15) Business Days after the one year anniversary and two year anniversary, respectively, of the Closing, the Buyer shall deliver to the Seller the calculations of the respective instalments of the Earn-Out Payment and the earn-out calculations made pursuant to clauses i-ii above (collectively, the “**Earn Out Payment Calculations**”). The calculations shall be prepared in accordance with Exhibit 3a of Appendix 2. Any payments pursuant to these calculations shall be made within 30 Business Days after receipt of such calculations.
- c) The Purchase Price and the Earn Out Payment shall be paid by the Buyer for the Seller’s benefit to:

Bank Of America
 550 Fifth Avenue
 NY, NY 10036
 Name: SMELLSLIKEGREEN INC
 Account Number: 483077949931
 Swift: BOFAUS3N

Section 2.05 Founder’s Post-Closing Consulting Engagement

- a) As part of the mutual exchange and consideration of the Agreement, the Founder agrees to provide with all due care, skill and ability, the consulting services to the Buyer for a period for a period to be mutually agreed by the Parties, but not less than 12 months, unless the period is terminated earlier by the Buyer, pursuant to the specific terms as set forth in Appendix 6 (“**Services**”).

Section 2.06 New Products and Kickstarter.

- a) **New Product Development.** Any potential future joint Product development between the Parties and any potential compensation therefrom, shall be governed by the Joint Product Development and Commercialization Agreement.
- b) **Kickstarter account.** The Founder may retain the Kickstarter account, which was used to launch the Business, but the Founder is required to change the name of this Kickstarter account immediately upon the Closing. If upon the request of the Buyer after the Closing, the Founder does not change the name of the Kickstarter account used by the Founder prior to the Closing, the Buyer shall have the right claim title to the Founder's Kickstarter account. In such case, the Founder shall be obliged to take any and all actions to transfer ownership of such Kickstarter account to the Buyer.

Section 2.07 Closing Date.

The signing and closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place by portable document format (pdf) email and exchange of documents, or by other agreed upon electronic means at 6:00 p.m., CET, on July 21, 2021 or on another date not later than July 21, 2021, as the Parties may mutually agree. The date and time at which the Closing occurs is referred to as the "**Closing Date.**"

Section 2.08 Closing Deliverables.

In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing:

- a) Seller shall deliver to Buyer, together with funds sufficient to pay all Taxes necessary for the transfer, filing or recording thereof:
 - i. **Assignment and Assumption Agreement.** Seller shall deliver an assignment of all of the Acquired Assets that are intangible personal property in the form set forth in Appendix 3, which assignment shall also contain Buyer's undertaking and assumption of the Assumed Liabilities (the "**Assignment and Assumption Agreement**"), duly executed by Seller;
 - ii. **Intellectual Property Assignment.** Seller, the Founder, and the designated third parties affiliated with the Seller and Founder, shall deliver assignments of all Intellectual Property Assets and separate assignments of all registered Marks, Patents and Copyrights substantially in the form set forth in Appendix 4 (the "**Intellectual Property Assignment Agreement**"), duly executed by Seller the Founder, and the designated third parties affiliated with the Seller and Founder; and
 - iii. **Joint Product Development and Commercialization Agreement.** Seller shall deliver a separate joint product development and commercialization agreement (the "**Joint Product Development and Commercialization Agreement**"), attached hereto as Appendix 5 , duly executed by Seller.
 - iv. **Instruments of Transfer.** Seller shall have delivered to Buyer such warranty deeds, quitclaim deeds, bills of sale, motor vehicle titles, endorsements, assignments, endorsements, licenses, and other good and sufficient instruments of conveyance and transfer and any other instruments reasonably deemed appropriate by counsel to Buyer all in form and substance reasonably satisfactory to counsel to Buyer to vest in Buyer all of Seller's rights, title, and interest, including good, marketable, insurable and valid title, in and to all of the Acquired Assets owned by Seller, in each case, free and clear of all Liens , and all of Seller's rights under all Contracts validly assigned to Buyer pursuant to this Agreement.
- b) Buyer shall deliver to Seller or cause to be delivered to Seller:

- i. **Closing Consideration.** Buyer shall deliver the Purchase Price by wire transfer to an account specified by Seller at the latest 10 Business Days after the Closing Date;
- ii. **Joint Product Development and Commercialization Agreement.** Buyer shall deliver the Joint Product Development and Commercialization Agreement., duly executed by Buyer;
- iii. **Assignment and Assumption Agreement.** Buyer shall deliver the Assignment and Assumption Agreement, duly executed by Buyer.

Section 2.09 Intellectual Property Assignment.

Buyer shall deliver the Intellectual Property Assignment Agreement duly executed by Buyer.

Section 2.10 Third-Party Consents.

To the extent that Seller's rights under any of the Contracts or any other Acquired Asset may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach or be unlawful, and Seller, at its sole expense, shall use its best efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by Law shall act after the Closing as Buyer's agent in order to obtain for it without cost to Buyer the benefits thereunder and shall cooperate, to the maximum extent permitted by Law, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer.

Article III. REPRESENTATIONS AND WARRANTIES OF SELLER AND THE FOUNDER.

Seller and the Founder hereby jointly and severally represent and warrant to Buyer as of the date hereof and as of the Closing as follows:

Section 3.01 Organization and Corporate Power.

Seller is a profit corporation duly organized, validly existing and in good standing under the Laws of the State of Wyoming and has all organizational power and authority necessary to own or lease its properties and assets and to carry on the Business as currently conducted. Seller is duly qualified or licensed to do business and is in good standing in each of the jurisdictions in which the character of the properties owned or held under lease by it or the nature of the Business makes such qualification necessary.

Section 3.02 Authorization.

Seller has the requisite organizational power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to perform its obligations hereunder. The execution, delivery and performance by Seller of this Agreement, and the consummation by Seller of the transactions contemplated hereby, have been duly and validly authorized by Seller's board and no other corporate proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby or to perform its obligations hereunder. This Agreement has been duly and validly executed and delivered by Seller and, assuming this Agreement constitutes the legal, valid and binding agreement of Buyer, constitutes a legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws, now or hereafter in effect, affecting creditors' rights

generally and by general principles of equity. Upon the execution and delivery by Seller of any other document to which Seller is a party in connection with this Agreement, other than this Agreement, each of such other documents will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws, now or hereafter in effect, affecting creditors' rights generally and by general principles of equity.

Section 3.03 Non-Contravention; Filings and Consents.

- a) The Seller is not subject to and is not a party to any charter or bylaw, or mortgage, Lien, lease, agreement, contract, instrument, law, rule, regulation, Order, judgment or decree, or any other restriction of any kind or character that:
 - i. adversely affects the Business, or financial condition of the Business or any of the Assets;
 - ii. would prevent such Seller from complying with the terms, conditions and provisions of this Agreement;
 - iii. would adversely affect the ability of Buyer to operate the Business and Assets after the Closing on substantially the same basis as theretofore operated by Seller; or
 - iv. would require the consent of any third party to the transactions contemplated hereby.
- b) The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not and will not (with or without notice or lapse of time, or both):
 - i. contravene, conflict with, or result in any violation or breach of any provision of the certificate of incorporation or bylaws of Seller;
 - ii. contravene, conflict with or result in a violation or breach of any provision of any Law or Order;
 - iii. require any consent or approval under, violate, conflict with, result in any breach of or any loss of any benefit under, or constitute a change of control or Default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration or cancellation of any Contract to which Seller is a party, or by which its properties or assets may be bound or affected or any Governmental Authority affecting, or relating in any way to the Business; or
 - iv. result in the imposition or creation of any Lien on, or with respect to, any of the Acquired Assets.
- c) The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby by Seller do not and will not require any consent, approval, authorization or permit of, action by, filing with or notification to, any other Person or Governmental Authority

Section 3.04 Financial Statements.

- a) Seller has previously delivered to Buyer true and complete copies of its: (i) balance sheets and statements of income, retained earnings and cash flows as of and for its fiscal years ended December 31, 2019, December 31, 2020, including all applicable footnotes; and (ii) unaudited interim balance sheets and statements of income, retained earnings and cash flows as of and for the six-month period ended June 30, 2021 (the “**Current Financial Statements**” and, together with the items described in clause (i) above, the “**Financial Statements**”).
- b) The Financial Statements present fairly in all material respects the financial condition of Seller as at the end of the covered periods and the results of its operations and its cash flows for the

- covered periods covered thereby. The Financial Statements were prepared in accordance with GAAP, applied on a consistent basis throughout the covered periods, subject, in the case of the Current Financial Statements, to year-end audit adjustments).
- c) Except as and to the extent disclosed in the Current Financial Statements, Seller has no Liabilities of any kind other than (x) executory obligations under Seller agreements that are not required to be set forth in the Current Financial Statements in accordance with GAAP, (y) liabilities incurred in connection with the transactions contemplated by this Agreement and the other Transaction Documents, and (z) liabilities incurred in the ordinary course of business since June 30, 2021 (the “**Financial Statement Date**”).
 - d) The books of account and other financial records of Seller with respect to the Business, all of which have been made available to Buyer are materially complete and correct and represent actual, bona fide transactions and have been maintained materially in accordance with sound business practices and the requirements of Section 13(b)(2) of the Exchange Act (regardless of whether Seller is subject to that Section or not), including the maintenance of a materially adequate system of internal controls.
 - e) Seller maintains a system of internal accounting controls sufficient, in all material respects, to provide reasonable assurances (i) that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, (ii) that receipts and expenditures are being made in accordance with appropriate authorizations of management and Seller's board of directors and (iii) regarding prevention or timely detection of unauthorized acquisition, use or disposition of assets of Seller or its Affiliates.

Section 3.05 Absence of Certain Changes.

No event has occurred which has had, individually or in the aggregate. Seller has conducted the Business only in the ordinary course of business consistent with past practice, except for actions taken in respect of this Agreement and Seller has not taken any action that, if taken after the date hereof without the consent of Buyer, would constitute a breach of any Laws.

Section 3.06 Intellectual Property.

- a) Seller owns, or is licensed or otherwise has the right to use (in each case, without payments to third parties and free and clear of any Liens), all Intellectual Property necessary for or material to the conduct of the Business as currently conducted and such rights are not subject to termination by any third party. Section 2.01 sets forth a true and complete list of all issued patents, registered trademarks, registered trade names, registered service marks, registered copyrights and in each case applications therefor, and domain names and applications therefor, if any, owned by or licensed to Seller and used in the Business as of the date of this Agreement. All issued patents, patent applications, registered trademarks, trade names and service marks and, in each case, applications therefor, registered copyrights and applications therefor and domain names and applications therefor owned by Seller and used in the Business have been duly registered and/or filed, as applicable, with or issued by each applicable Governmental Authority in each applicable jurisdiction, all necessary affidavits of continuing use have been filed, and all necessary maintenance fees that are due have been paid to continue all such rights in effect. Seller has made available to Buyer complete and correct copies of, all license agreements relating to Intellectual Property used in the Business to or by which Seller is a party or bound.
- b) None of Seller nor any of its products or services has infringed upon or otherwise violated, or is infringing upon or otherwise violating, the Intellectual Property rights of any Person. There is no suit, claim, action, investigation or proceeding pending or, to the Knowledge of Seller, threatened with respect to, and Seller has not been notified in writing of, any possible infringement or other violation by Seller or any of its products or services of the Intellectual Property rights of any Person

and to the Knowledge of Seller there is no valid basis for any such claim. To the Knowledge of Seller, there is no investigation pending or threatened with respect to any possible infringement or other violation by Seller or any of its products or services of the Intellectual Property rights of any Person.

- c) To the Knowledge of Seller, no Person nor any product or service of any Person is infringing upon or otherwise violating any Intellectual Property rights of Seller.
- d) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and compliance with this Agreement do not and will not conflict with, or result in any violation of or Default under, or give rise to any right, license or encumbrance relating to, any Intellectual Property owned or used by Seller or with respect to which Seller now has or has had any agreement with any third party, or any right of termination, cancellation or acceleration of any Intellectual Property right or obligation set forth in any agreement to or by which Seller is a party or bound, or the loss or encumbrance of any Intellectual Property or material benefit related thereto, or result in the creation of any Lien in or upon any Intellectual Property or right.
- e) Seller has taken reasonable measures to maintain the confidentiality of its Intellectual Property and every Person employed by Seller, including agents, consultants and independent contractors, who has or had or may in the future have access to confidential or proprietary information has entered into a confidentiality and nondisclosure agreement with Seller. Seller has provided Buyer with copies of all forms of confidentiality and nondisclosure agreement used by Seller.
- f) Each of the former or current members of management or key personnel of Seller, including all former and current employees, agents, consultants, and independent contractors who have contributed to or participated in the conception and development of Intellectual Property owned, intended to be owned or used by Seller, have assigned or otherwise transferred to Seller all ownership and other rights of any nature whatsoever (to the extent permitted by Law) of such Person in any Intellectual Property owned, intended to be owned or used by Seller. None of the former or current members of management or key personnel of Seller, including all former and current employees, agents, consultants, and independent contractors who have contributed to or participated in the conception and development of Intellectual Property owned, intended to be owned or used by Seller, have a valid claim against Seller in connection with the involvement of such Persons in the conception and development of any Intellectual Property owned, intended to be owned or used by Seller, and no such claim has been asserted or, to the Knowledge of Seller, threatened. To the Knowledge of Seller, none of the current employees of Seller has any patents issued or applications pending for any device, process, design or invention of any kind now used or needed by Seller in furtherance of the Business as currently conducted, which patents or applications have not been assigned to Seller.

Section 3.07 Labor and Employment Matters.

- a) Seller has not employed and does not employ any employees.
- b) Appendix 1 to this Agreement contains a complete list of Persons who regularly perform services for the Business as independent contractors and/or consultants to the Seller or any of its Affiliates.
- c) No independent contractor performing services for the Business is bound by any Contract that purports to limit the ability of such Person to engage in any activity, services, duties, or practice on behalf of the Business, and there is no legal restriction impeding Buyer from continuing to engage such independent contractors and/or consultants, effective as of the Closing.
- d) Seller is delinquent in payments to any independent contractors and/or consultants for the Business for wages, salaries, commissions, bonuses, fees, or other compensation for any services performed.

- e) Seller has taken reasonable steps to protect independent contractors and/or consultants performing services for the Business in the workplace with respect to COVID-19.
- f) Seller has never sponsored, maintained, administered or contributed to any employee benefit plans as defined in Section 3 of the Employee Retirement Security Act of 1974 (93 P.L. 406) nor any collective bargaining, stock purchase, stock option, employment compensation, deferred compensation, pension, retirement, post-retirement, employment, consulting, severance, termination, change-in-control, separation, retention, vacation, sickness, life or other insurance, welfare, fringe benefit or incentive bonus contract, agreement, plan, program, policy, payroll practice or arrangement.

Section 3.08 Litigation.

- a) There is no complaint, claim, action, suit, litigation, proceeding or governmental or administrative investigation pending or, to the Knowledge of Seller, threatened against or affecting Seller, the Business, or any of the Acquired Assets, including in respect of the transactions contemplated hereby that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. Seller is not subject to any outstanding Order (i) that prohibits Seller from conducting the Business as now conducted or proposed to be conducted or (ii) that would, individually or in the aggregate, have had or would reasonably be expected to have had a Material Adverse Effect.
- b) To the Knowledge of Seller, no event has occurred or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any complaint, claim, action, suit, litigation, proceeding or governmental or administrative investigation that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Section 3.09 Tax Matters.

- a) Seller has timely filed all federal, state, local and foreign Tax Returns, estimates, information statements and reports relating to any and all Taxes of Seller or its operations (the "Tax Returns") required to be filed by Law by Seller as of the date hereof. All such Tax Returns are true, correct and complete, and Seller has timely paid all Taxes attributable to Seller that were due and payable, except with respect to matters contested in good faith.
- b) There are no pending sales, use or other tax dispute relating to the Acquired Assets or the Business, including the nature and amount of the controversy, the respective positions of the parties as to any material amounts claimed to be due thereunder, and the current status thereof.
- c) There is no tax sharing agreement, tax allocation agreement, tax indemnity obligation or similar written or unwritten agreement, arrangement, understanding or practice with respect to Taxes (including any advance pricing agreement, closing agreement or other arrangement relating to Taxes) that will require any payment by Seller.
- d) Seller (i) has not been a member of an affiliated group within the meaning of Section 1504(a) of the Code or any similar group defined under a similar provision of state, local or foreign law and (ii) has no liability for Taxes of any Person other than Seller and its Subsidiaries under Treas. Reg. ss. 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor by contract or otherwise.
- e) Seller has withheld (and timely paid to the appropriate Governmental Authority) proper and accurate amounts for all periods through the date hereof in compliance with all Tax withholding provisions of applicable federal, state, local and foreign Laws other than provisions of employee withholding (including, without limitation, withholding of Tax on dividends, interest, and royalties and similar income earned by non-resident aliens and foreign corporations and withholding of Tax on United States real property interests).

- f) No claim or investigation is pending, or to Seller's Knowledge, threatened, by any state, local, or other jurisdiction alleging that Seller, with respect to the Business, has a duty to file Tax Returns and pay Taxes or is otherwise subject to the taxing authority of any jurisdiction other than those jurisdictions in which Seller has filed and paid Taxes nor has Seller received any notice or questionnaire from any such jurisdiction which suggests or asserts that Seller, with respect to the Business, may have a duty to file such returns and pay such Taxes, or otherwise is subject to the taxing authority of such jurisdiction.
- g) There are outstanding no agreements or waivers extending the statutory period of limitations applicable to any Tax return or report. Seller is not delinquent in the payment of any Tax or in the filing of any Tax return, and no deficiencies for any Tax have been threatened, claimed, proposed or assessed against Seller. Seller has not consented to extend the time in which any amount of Taxes may be assessed or collected by any Governmental Authority, which extension is still outstanding.
- h) There is no liability for sales or transfer tax with respect to the Acquired Assets which accrues to Buyer as a result of the transfer of the Acquired Assets to Buyer or the consummation of the transactions contemplated hereby, except such taxes as will be paid by Seller pursuant to the terms hereof.
- i) Seller has not extended, deferred or delayed the payment of any Taxes under the CARES Act or otherwise as a result of COVID-19.

Section 3.10 Compliance with Laws; Permits.

- a) The Seller has not been in conflict with, in Default or, with notice, lapse of time or both, would be in Default, with respect to or in violation of any (i) statute, law, ordinance, rule, regulation or requirement of a Governmental Authority (each, a "**Law**"), including any COVID-19 Measure, or (ii) Order, judgment, writ, decree, or injunction issued by any court, agency or other Governmental Authority (each, an "**Order**") applicable to Seller or by which any property or asset of Seller is bound or affected, including any COVID-19 Measure.
- b) The Seller has not received any written notice:
 - i. of any Default or violation as described in clause (a) above;
 - ii. of any administrative, civil or criminal investigation or audit by any Governmental Authority relating to Seller; or
 - iii. from any Governmental Authority alleging that Seller is not in compliance with any Law or Order.
 - iv. Seller has all Permits, licenses, authorizations, consents, approvals from Governmental Entities required to conduct the Business as currently conducted ("**Permits**") and such Permits are valid and in full force and effect. Seller is in compliance with the terms of such Permits and, as of the date of this Agreement, has not received written notice from any Governmental Authority threatening to revoke, or indicating that it is investigating whether to revoke, any such Permit.

Section 3.11 Real Property.

The Seller has not owned and does not own or lease any real property.

Section 3.12 Material Contracts.

- a) Appendix 1 to this Agreement contains a complete and accurate list as of the date hereof, and Seller has made available to Buyer true, correct and complete copies of each of the following contracts, including any and all amendments or restatements thereto (each, a "**Material**

Contract") to which Seller is a party or which bind or affect its properties or assets including full and accurate summaries of the material terms and conditions of any and all oral Contracts:

- i. any Contract or group of related Contracts for the purchase or lease of services, products, materials, supplies, goods, equipment, or other assets providing for either (A) annual payments related to the Business in excess of \$1,000, including any and all purchase orders; or (B) give rise to anticipated receipts by the counterparty to the Contract of more than \$5,000 in any calendar year, in each case that cannot be terminated on more than 90 days' notice without payment of a penalty in excess of \$5,000;
 - ii. any Contract involving the obligation of Seller relating to the Business to sell products or services pursuant to which the aggregate payments to become due exceeds \$5,000 annually;
 - iii. any Contract relating to the acquisition or disposition of any material business (whether by merger, stock sale, asset sale, or otherwise);
 - iv. any Contract relating to any swap, forward, futures, warrant, option or other derivative transaction;
 - v. any Contract appointing any agent to act on behalf of the Seller with respect to the Business or any power of attorney;
 - vi. any option, license, franchise or similar Contract;
 - vii. any employment, severance, retention, change in control, or similar Contract with any current or former director, officer or employee related to the Business in respect of which Buyer has or could reasonably be expected to have ongoing payment obligations after the Closing Date;
 - viii. any Contract with a Governmental Authority;
 - ix. any Contract containing provisions that limit the ability of the Business to compete in any business or with any Person or in any geographic area, or to sell, supply or distribute any services or products related to the Business (including any non-compete, exclusivity, "most-favored-nation" or similar requirements) or pursuant to which any benefit or right is required to be given or lost, or any penalty or detriment is incurred, as a result of so competing or engaging;
 - x. any Contract that provides for or governs the formation, creation, operation, management or control of any strategic partnership, joint venture, joint development, or similar arrangement or partnership; and
 - xi. any Contract that relates to Indebtedness having an outstanding principal amount in excess of \$1,000 in connection with which the aggregate actual contingent obligations of Seller under such contract are greater than \$5,000.
- b) Each Material Contract is valid and binding on Seller that is a party thereto and, to the Knowledge of Seller, each other party thereto, and is in full force and effect and enforceable in accordance with its terms, except to the extent enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally, and to general equitable principles, and unless expired or terminated in accordance with its terms. Seller and, to the Knowledge of Seller, each other party to each Material Contract, have performed and complied with all obligations required to be performed or complied with by them under each Material Contract. There is no Default under any Material Contract by Seller or, to the Knowledge of Seller, by any other party, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a Default thereunder by Seller or, to the Knowledge of Seller, by any other party thereto.

Section 3.13 Anticorruption; Antiboycott Laws.

- a) Seller, including its Representatives, have not, directly or indirectly, taken any action that would cause Seller to be in violation of the Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), or any other anticorruption or anti-bribery Laws applicable to Seller (collectively with the FCPA, the “Anticorruption Laws”). Seller, including its Representatives, have not, directly or indirectly, corruptly given, loaned, paid, promised, offered or authorized payment of money or anything of value to any "foreign official" as defined in the FCPA or, in violation of Law, to any other government official, to secure any improper advantage or to obtain or retain business for any Person or to achieve any other purpose prohibited by the Anticorruption Laws. Seller has established and implemented reasonable internal controls and procedures intended to ensure compliance with the Anticorruption Laws.
- b) Seller has been in compliance with: (i) all Laws or regulations regarding the importation of goods, including the U.S. import laws administered by U.S. Customs and Border Protection; and (ii) all other applicable Laws, including the Export Administration Regulations administered by the U.S. Department of Commerce.
- c) Neither Seller nor any of its applicable Affiliates, nor to the Knowledge of Seller, any officer or director of any of the foregoing Persons, is (i) a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), regulation, or other governmental action, (ii) a “specially designated global terrorist” or other person listed in Appendix A to Chapter V of 31 C.F.R., as the same has been from time to time updated and amended, or (iii) a person either (A) included within the term “designated national” as defined in the Cuban Assets Control Regulations, 31 C.F.R Part 515 or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or a person similarly designated under any related enabling legislation or any other similar executive orders.

Section 3.14 Insurance.

Seller maintains policies of insurance, including property, fire, workers’ compensation, products liability, directors' and officers' liability and other casualty and liability insurance, that is in form and amount as customary for the Business and as may be additionally required under the terms of any contract or agreement. Appendix 1 to this Agreement sets forth (i) a complete and correct list of all insurance policies and fidelity bonds maintained by Seller as of the date of this Agreement. There is no claim pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed. There is no threatened termination of, or pending material premium increase with respect to, any such policies or bonds.

Section 3.15 Suppliers.

Appendix 1 to this Agreement sets forth a correct and complete list of the top 12 suppliers of Seller for its fiscal year ended December 31, 2020 and for the current calendar year through June 30, 2021 and indicates with respect to each the name, address and dollar volume of business with Seller (including the primary categories, based on purchases or sales, of products bought or sold). Seller is not required to provide any material bonding or other financial security arrangements in connection with its transactions with any customer or supplier. Since the Financial Statement Date, no supplier has failed to renew or indicated an intent not to renew its relationship with, or materially reduced its sales to the Seller.

Section 3.16 Sufficiency of Assets.

- a) The Acquired Assets include, and upon the purchase of the Acquired Assets Buyer will own or have the uncontested right to use, all rights, properties (including Seller's Intellectual Property), interests in properties, and assets necessary to permit Buyer to carry on the Business as presently conducted by Seller.
- b) The Seller owns good and transferable title to all of the Acquired Assets, free and clear of any Liens.
- c) The Acquired Assets constitute all of the assets, tangible and intangible, of any nature whatsoever, necessary to operate the Business in the manner presently operated by Seller.

Section 3.17 Product Warranty, Recalls, and Product Liability.

Appendix 1 to this Agreement sets forth the aggregate annual cost to the Business of performing product warranty obligations for each of the previous six (6) fiscal years and the current fiscal year through June 30, 2021. The Seller has not changed the scope of its contractual obligations for standard warranties with respect to the return, repair or replacement of products manufactured or sold in the Business. Set forth in Appendix 1 to this Agreement is a list of all warranty obligations, whether or not based on any standard warranty form, which are still in force for products of the Business and where Seller has, after the issuance of the warranty, either (i) postponed the commencement of the warranty period; (ii) extended the duration of the warranty period; or (iii) changed the terms of the warranty, including without limitation the available remedies. None of the products currently manufactured or sold in the Business has been or currently is the subject of any campaign for replacement, field fix, retrofit, modification or recall.

Section 3.18 Accounts Receivable.

All accounts receivable that are reflected on any balance sheet contained in the Financial Statements or on the accounting records of Seller as of the Closing Date represent or will represent valid obligations arising from sales actually made or services actually performed by Seller in the ordinary course of business. Except to the extent paid prior to the Closing Date, such accounts receivable are or will be as of the Closing Date collectible in an amount not less than the amount reflected on any balance sheet in the Financial Statements, net of the respective reserves shown thereon (which reserves are adequate and calculated consistent with past practice). To Seller's Knowledge, there is no material contest, claim, defense or right of setoff, other than returns in the ordinary course of business of Seller, under any Contract with any account debtor of an account receivable relating to the amount or validity of such account receivable. Appendix 1 to this Agreement contains a complete and accurate list of all accounts receivable as of the date of the balance sheet contained in the Current Financial Statements, which list sets forth the aging of each such account receivable.

Section 3.19 Inventories.

All items included in the Inventories consist of a quality and quantity usable and, with respect to finished goods, saleable, in the ordinary course of business of Seller except for obsolete items and items of below-standard quality, all of which have been written off or written down to net realizable value in the balance sheets contained in the Financial Statements. Seller is not in possession of any inventory not owned by Seller, including goods already sold. All of the Inventories have been valued at the lower of cost or net realizable value on a first in, first out basis. Inventories now on hand that were purchased after the date of the balance sheet contained in the Current Financial Statements were purchased in the ordinary course of business of Seller at a cost not exceeding market prices prevailing at the time of purchase. The quantities of each item of Inventories (whether raw materials, work-in-process or finished goods) are not excessive but are reasonable in the present circumstances of Seller. Work-in-process Inventories are now valued, and will be valued on the Closing Date, according to GAAP.

Section 3.20 Solvency.

- a) Seller is not now insolvent and will not be rendered insolvent by any of the transactions contemplated hereby. As used in this Section, "insolvent" means that the sum of the debts and other probable liabilities of Seller exceeds the present fair saleable value of Seller's assets.
- b) Immediately after giving effect to the consummation of the transactions contemplated hereby: (i) Seller will be able to pay its liabilities as they become due in the usual course of its business; (ii) Seller will not have unreasonably small capital with which to conduct its present or proposed business; (iii) Seller will have assets (calculated at fair market value) that exceed its liabilities; and (iv) taking into account all pending and threatened litigation, final judgments against Seller in actions for money damages are not reasonably anticipated to be rendered at a time when, or in amounts such that, Seller will be unable to satisfy any such judgments promptly in accordance with their terms (taking into account the maximum probable amount of such judgments in any such actions and the earliest reasonable time at which such judgments might be rendered) as well as all other obligations of Seller. The cash available to Seller, after taking into account all other anticipated uses of the cash, will be sufficient to pay all such debts and judgments promptly in accordance with their terms.

Section 3.21 Title to Assets.

Seller has, and will transfer to Buyer on the Closing Date, good and valid title to all of the Acquired Assets free and clear of all Liens.

Section 3.22 Related Party Transactions.

No officer, director or manager of Seller or any of its Subsidiaries, or, to Seller's Knowledge, any entity in which any of the foregoing Persons owns greater than 5% of the equity interests of such entity, is a party to any Contract related to the Business.

Section 3.23 CARES Act.

The Seller has not (a) obtained a Paycheck Protection Program Loan pursuant to Section 1102 of the CARES Act, (b) applied for loan forgiveness pursuant to Section 1106 of the CARES Act, (c) deferred payment of the employer portion of the United States Federal Insurance Contributions Act and Medicare Tax pursuant to Section 2302 of the CARES Act, (d) claimed the employee retention credit pursuant to Section 2301 of the CARES Act, or (e) had employees teleworking from a state other than their regular work location on a regular and consistent basis as part of any COVID-19 Measure.

Section 3.24 Full Disclosure.

No representation or warranty of Seller in this Agreement or in any exhibit, certificate, or schedule attached or furnished, contains, or on the Closing Date will contain, any untrue statement of material fact or omits, or on the Closing Date will omit, to state any fact necessary in order to make the statements contained therein, in light of the circumstances in which they are made, not misleading. All such statements, representations, warranties, exhibits, certificates, and schedules shall be true and complete in all material respects on and as of the Closing Date as though made on that date. Seller does not have Knowledge of any fact that has specific application to Seller (other than general economic or industry conditions) and that may materially adversely affect the assets, business, prospects, financial condition or results of operations of Seller.

Article IV. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer hereby represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

Section 4.01 Organization.

Buyer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite corporate power to carry on its business as now conducted.

Section 4.02 Authority for this Agreement.

Buyer has all necessary corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Buyer and no other corporate proceedings on the part of Buyer are necessary to authorize this Agreement or to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Buyer and, assuming due authorization, execution, and delivery of this Agreement by Seller, constitutes a legal, valid, and binding agreement of Buyer, enforceable in accordance with its terms against Buyer, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar Laws relating to creditors' rights generally and by general principles of equity.

Section 4.03 Consents and Approvals.

The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby require no consent, approval, authorization, or filing with or notice to any Governmental Authority, other than any actions or filings the absence of which are not reasonably likely to prevent, materially delay or materially impair the ability of Buyer to consummate the transactions contemplated by this Agreement.

Section 4.04 Non-Contravention.

The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated by this Agreement do not and will not (with or without notice or lapse of time or both) (i) contravene, conflict with, or result in any violation or breach of any provision of the certificate of incorporation or bylaws of Buyer; (ii) contravene, conflict with or result in a violation or breach of any Law or Order; or (iii) require any consent or approval under, violate, conflict with, result in any breach of any loss of any benefit under, or constitute a change of control or Default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration or cancellation of any Contract to which Buyer is a party, or by which its properties or assets may be bound or affected, with such exceptions, in the case of each of this Section , as would not reasonably be expected to prevent, materially delay or materially impair the ability of Buyer to consummate the transactions contemplated by this Agreement.

Article V. COVENANTS.

Section 5.01 Non-Competition and Non-Solicitation.

- a) During the period commencing on the date of this Agreement and ending on the fifth anniversary of the Closing Date (the "Restricted Period"), Seller shall not, and shall cause its Affiliates not to, directly or indirectly, engage in, own, be employed by, consult with, or otherwise render services to any Person who is engaged in any Competing Business;

- b) Until the third anniversary of the Closing Date (the “**Non-Solicitation Period**”, Seller shall not, and shall cause its Affiliates not to, directly or indirectly:
- i. induce or attempt to induce or encourage others to induce or attempt to induce, any Person who is, or during the Non-Solicitation Period, becomes a independent contractor and/or consultant to terminate such Person’s employment with Buyer; or
 - ii. induce or attempt to induce or encourage others to induce or attempt to induce any Person who is a customer of Buyer to cease doing business with Buyer or any of its Affiliates, reduce the amount of business that it does (or, but for that inducement or encouragement, would do) with Buyer or any of its Affiliates, or otherwise materially alter their relationship with Buyer or any of its Affiliates or to place their business with any Person engaged in the Competing Business (other than Buyer and its Affiliates).
 - iii. If Seller is in breach of either subsection (i) or subsection (ii) above, then the time periods set forth in those subsections shall be extended by the length of time during which Seller is in breach of any of those provisions.
- c) Seller acknowledges and agrees that Buyer would be irreparably damaged if this Sections are not complied with in accordance with their specific terms or are otherwise breached and that monetary damages would not be sufficient to compensate Buyer for such damage. Accordingly, it is agreed that Buyer shall be entitled to an injunction or injunctions to prevent breaches of this Section and shall have the right to specifically enforce this Section and its terms and provisions against Seller in addition to any other remedy to which Buyer may be entitled under this Agreement, at law or in equity.
- d) It is the intent of the Parties that each provision of this Section be adjudicated valid and enforced to the fullest extent permissible under the laws and public policies of each jurisdiction in which adjudication of the validity or enforcement of this Section is sought. In furtherance of the foregoing, each provision of this Section shall be severable from each other provision, and any provision of this Section that is prohibited or unenforceable in any jurisdiction shall be subject to the following: (i) if the prohibited or unenforceable provision is contrary to or conflicts with any requirement of any statute, rule or regulation in effect in the jurisdiction, then the requirement shall be incorporated into, or substituted for, the prohibited or unenforceable provision to the minimum extent necessary to make the provision valid or enforceable; (ii) the Governmental Authority or arbitrator considering the matter is authorized to (or, if that Governmental Authority or arbitrator is unwilling or fails to do so, then the Parties shall) amend the unenforceable provision to the minimum extent necessary to make the provision valid or enforceable, and the Parties consent to the entry of an order amending the provision to that extent for that purpose; and (iii) if any unenforceable provision cannot be or is not reformed and made valid or enforceable under this Section, then the prohibited or unenforceable provision shall be ineffective in that jurisdiction to the minimum extent necessary to make the remainder of this Section valid or enforceable in that jurisdiction. Any application of the foregoing provisions to any provision of this Section shall not (x) affect the validity or enforceability of any other provision of this Agreement or (y) prevent the prohibited or unenforceable provision from being adjudicated valid or enforced as written in any other jurisdiction.
- e) Seller agrees that during the Restricted Period it will not, either on its own account or directly or indirectly in conjunction with or on behalf of any other Person, disparage or otherwise speak or write negatively about Buyer or the Products or cause any other person to disparage or speak or write negatively about Buyer or the Products.

Section 5.02 Access to Information.

- a) For so long as a Party maintains books, records, files, and other information that is subject to this Section, during normal business hours following reasonable prior notice, such Party will permit the other Party and its accountants, counsel, and other Representatives to have reasonable access to and examine and make copies of all books and records relating to the Business and all other books and records of a Party which are reasonably requested by the other Party and are necessary or useful in connection with: (i) any Tax inquiry, audit, investigation or dispute with a third party; (ii) any Proceeding by any Governmental Authority or any dispute with any third party reasonably requiring access to any such books and records; or (iii) with respect to Buyer, transactions or events occurring prior to the Closing and that relate to the Acquired Assets; provided, however, that a Party may restrict the foregoing access to the extent that (i) any Law requires such Party to restrict or prohibit access to any such properties or information, or (ii) the disclosure of such information to the other Party or its Representatives would violate confidentiality obligations owed to a third party and such confidentiality obligations were in effect prior to the execution and delivery of this Agreement, or (iii) such restriction is required to comply with any COVID-19 Measures. The Party requesting access to any such books and records or other information shall bear all of the out of pocket costs and expenses (including attorney's fees but excluding reimbursement for salaries and employee benefits) reasonably incurred in connection with providing access to and copies of such books and records or other information.
- b) Buyer and Sellers will direct their respective employees (without substantial disruption of employment) to render any assistance that Buyer or Seller may reasonably request in any examination in accordance with this Section.
- c) Neither Buyer nor Seller will destroy any books, records, files or other information or data that are subject to this Section until the expiration of the applicable regulatory record retention period under applicable Laws (giving effect to any and all extensions or waivers) without giving at least twenty (20) days' prior written notice to the other Party (the "Retaining Party"). Upon receipt of such notice, the Retaining Party may (i) cause to be delivered to it the books and records intended to be destroyed, at its expense or (ii) notify the Party intending to destroy the books and records that it will pay the cost of storing and maintaining such books and records (including any necessary costs of moving such books and records to a location under control of the Retaining Party and the costs of reviewing and removing from such books and records any information that the Retaining Party is not entitled to receive).
- d) Any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business.
- e) Information obtained by Buyer pursuant to Section shall not prejudice any of Buyer's rights or remedies under this Agreement.
- f) After the Closing Date, Buyer shall retain for a period consistent with Buyer's record-retention policies and practices those records of Seller delivered to Buyer. Seller shall have the right to retain copies of any and all such records for all legitimate purposes of Seller, including preparation of financial statements and Tax Returns. Buyer also shall provide reasonable access thereto, during normal business hours and on at least three days' prior written notice, to enable them to prepare financial statements or tax returns or deal with tax audits.

Section 5.03 Efforts to Closing; Government Filings.

Subject to the terms and conditions of this Agreement, each of Seller and Buyer shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable under Law to consummate transactions contemplated by this Agreement, including (i) the obtaining of all necessary actions or nonactions, waivers, consents and approvals from Governmental Authorities and the making of all necessary

registrations and filings (including filings with Governmental Authorities, if any) and the taking of all reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Authorities, (ii) the delivery of required notices to, and the obtaining of required consents or waivers from, third parties, and (iii) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement.

Section 5.04 Public Announcements.

Buyer and Seller shall consult with each other before issuing any press release or making any other public statement with respect to this Agreement or the transactions contemplated hereby and shall not issue any such press release or make any such other public statement without the consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed.

Section 5.05 Notification of Certain Matters.

Except as prohibited by Law, Seller shall promptly notify Buyer in writing of:

- a) any inaccuracy of any representation or warranty contained in this Agreement that could reasonably be expected to cause the conditions set forth in Article VI. hereof not to be satisfied;
- b) the failure of Seller to perform in any material respect any obligation to be performed by it under this Agreement;
- c) any notice or other communication from any Person alleging that notice to or consent of such Person is required in connection with the transactions contemplated by this Agreement;
- d) any notice or other communication from any customer, distributor or reseller to the effect that such customer, distributor or reseller is terminating or otherwise materially adversely modifying its relationship with the Business as a result of the transactions contemplated by this Agreement;
- e) any material notice or other material communication from any Governmental Authority in connection with the transactions contemplated by this Agreement, and a copy of any such notice or communication shall be furnished to Buyer;
- f) any filing or notice made by Seller with any Governmental Authority in connection with the transactions contemplated by this Agreement, and a copy of any such filing; and
- g) any actions, suits, claims, investigations or Proceedings commenced or, to the Knowledge of Seller, threatened against, relating to or involving or otherwise affecting the Business or the Acquired Assets or that relate to the consummation of the transactions contemplated by this Agreement.

Section 5.06 No Negotiation.

Except as otherwise contemplated in this Agreement, Seller shall not, and directly or indirectly, take (and the Seller shall not authorize any of its Representatives or, to the extent within Seller's control, other Affiliates to take) any action to (a) encourage, solicit, initiate, or facilitate any Acquisition Proposal, (b) enter into any agreement with respect to any Acquisition Proposal or enter into any agreement requiring it to abandon, terminate or fail to consummate the transactions contemplated by this Agreement, or (c) participate in any way in negotiations with, or furnish any information to, any Person in connection with, or the making of any proposal that constitutes an Acquisition Proposal. Upon execution of this Agreement, Seller shall, and shall cause its Representatives to, cease immediately and cause to be terminated any and all existing discussions or negotiations with any Persons conducted heretofore with respect to an Acquisition Proposal other than in connection with the transactions contemplated hereby.

Section 5.07 Payment of All Taxes Resulting from Sale of Assets by Seller.

Seller shall pay in a timely manner all Taxes resulting from or payable in connection with the sale of the Acquired Assets pursuant to this Agreement, regardless of the person or entity on whom such Taxes are imposed by Laws. Under no circumstances shall this Section be interpreted to (a) obligate Seller to pay the income Taxes of any of its stockholders or (b) create any rights, as a third party beneficiary or otherwise, in favor of any person or entity other than Buyer or Seller.

Section 5.08 Payment of Other Retained Liabilities.

In addition to payment of Taxes pursuant to Section 5.07, Seller shall pay, or make adequate provision for the payment, in full all of the Retained Liabilities.

Section 5.09 Post-Closing Transfers.

If at any time or from time to time after the Closing Date, (i) Seller, on the one hand, or Buyer, on the other, shall receive or otherwise possess any asset (including cash) that should belong to Buyer, on the one hand, or Seller, on the other, pursuant to this Agreement, such Person shall promptly transfer, or cause to be transferred, such asset to the Person so entitled thereto. Prior to any such transfer in accordance with this Section, the Person receiving or possessing such asset shall hold such asset in trust for such other Person. Without limiting the foregoing, in the event that Seller receives payment in respect of any accounts receivable of Seller (including payment to any lock-box account maintained by Seller prior to the Closing for such purpose), Seller shall deliver such payments to an account designated in writing by Buyer by wire transfer of immediately available funds. For the avoidance of doubt, any moneys received by the Seller from post-Closing sales shall be swept up into the Buyer's bank account, once such an account is established.

Section 5.10 Reports and Returns.

After the Closing, Seller promptly shall prepare and file all reports and returns required by Laws relating to the business of Seller as conducted using the Acquired Assets, to and including the Closing.

Section 5.11 Customer and Other Business Relationships.

After the Closing, Seller will cooperate with Buyer in its efforts to continue and maintain for the benefit of Buyer those business relationships of Seller existing prior to the Closing and relating to the Business, including relationships with lessors, employees, regulatory authorities, licensors, customers, suppliers and others, and Seller will satisfy the Retained Liabilities in a manner that is not detrimental to any of such relationships. Seller will refer to Buyer all inquiries relating to the Business. Seller shall not, and shall use its best efforts to be sure that none of its officers, employees, agents or stockholders shall, take any action that would tend to diminish the value of the Acquired Assets after the Closing or that would interfere with the Business, including disparaging the name of the Business.

Article VI. CLOSING AND CLOSING CONDITIONS.

Section 6.01 Conditions Precedent to Obligations of Buyer.

The obligations of Buyer under this Agreement to proceed with the Closing shall be subject to the satisfaction by Seller on or prior to the Closing Date of each of the following conditions precedent:

- a) **Accuracy of Representations and Warranties.** The representations and warranties of Seller set forth in this Agreement shall be true and correct in all respects (other than de

- minimis inaccuracies) on and as of the Closing Date with the same force and effect as though made on and as of that date (except for such representations and warranties that are made as of a specific date, which representations and warranties shall be true and correct as of such date).
- b) **Performance and Compliance.** Performance and Compliance. Seller shall have performed or complied in all material respects with each covenant and agreement to be performed or complied with by it under this Agreement on or prior to the Closing Date.
 - c) **Litigation.** There shall be no pending or threatened action by or before any Governmental Entity or arbitrator (i) seeking to restrain, prohibit or invalidate any of the transactions contemplated by this Agreement or (ii) seeking monetary relief against Buyer by reason of the consummation of these transactions, and there shall not be in effect any order, writ, judgment, injunction or decree issued by any Governmental Entity by which Buyer or any of its properties or assets is bound that has that effect.
 - d) **Material Adverse Change.** No event shall have occurred and no condition shall exist that constitutes or, with the giving of notice or the passage of time or both, is likely to constitute a Material Adverse Change.
 - e) **Accuracy of Schedules.** Examination by Buyer shall not have disclosed any material inaccuracy in the Schedules delivered to Buyer pursuant hereto.
 - f) **Condition of Acquired Assets.** On the Closing Date, all of the Acquired Assets shall be in substantially the same condition as at the close of business on the date hereof, except for ordinary use and wear thereof.
 - g) **Maintenance of Owned Intellectual Property.** All maintenance and renewal fees for all Intellectual Property owned by Seller shall have been paid in a timely manner, and all requisite acts, preparations and filings of all applications, responses, affidavits and all other documents shall have been taken in a timely manner in the course of prosecution and maintenance of the Intellectual Property owned by Seller.
 - h) **Maintenance of Licensed Intellectual Property.** To the Knowledge of Seller, all maintenance and renewal fees for all Intellectual Property licensed by Seller shall have been paid in a timely manner, and all requisite acts, preparations and filings of all applications, responses, affidavits and all other documents shall have been taken in a timely manner in the course of prosecution and maintenance of the Intellectual Property licensed by Seller.
 - i) **Document Deliverables.** Seller shall have provided duly executed copies of all Ancillary Agreements and other agreements, certificates, instruments of transfer, and other documents and not otherwise provided in this Section.

Section 6.02 Conditions Precedent to Obligations of Seller.

The obligations of Seller under this Agreement to proceed with the Closing shall be subject to the satisfaction by Buyer on or prior to the Closing Date of each of the following conditions precedent:

- a) **Accuracy of Representations and Warranties.** The representations and warranties of Buyer set forth in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as though made on and as of that date.
- b) **Performance and Compliance.** Buyer shall have performed or complied in all material respects with each covenant and agreement to be performed or complied with by it under this Agreement on or prior to the Closing Date.
- c) **Consents and Approvals.** Buyer shall have obtained or made each consent, authorization, approval, exemption, filing, registration or qualification required to be obtained or made by it in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement.

- d) **Litigation.** There shall be no pending action by or before any Governmental Entity or arbitrator seeking to restrain, prohibit or invalidate any of the transactions contemplated by this Agreement, and there shall not be in effect any Governmental Order that has that effect.
- e) **Ancillary Agreement.** Buyer shall have provided duly executed copies of all Ancillary Agreements and other agreements not otherwise provided in this Section.

Article VII. INDEMNIFICATION.

Section 7.01 Survival.

All representations and warranties made in this Agreement shall survive the Closing until the second anniversary of the Closing Date, or, other than (i) the representations and warranties set forth in Section 3.01 (Organization and Corporate Power), Section 3.03; (Non-Contravention; Filings and Consents), Section 4.01 (Organization), and Section 4.02 (Authority for this Agreement) (the representations and warranties referred to in the foregoing clause, collectively, the “**Fundamental Representations**”), which shall survive for a period of 10 years, and (ii) the representations and warranties set forth in (Tax Matters), and Section 3.06 (Intellectual Property), which shall survive until sixty (60) days following the expiration of the applicable statute of limitations. Each of the covenants and agreements made in this Agreement to be performed prior to the Closing shall survive the Closing for a period of eighteen (18) months following the Closing Date, and each of the covenants and agreement made in this Agreement to be performed following the Closing shall survive the Closing until they are fully performed or terminate in accordance with their respective terms.

Section 7.02 Indemnification by Seller.

Except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Buyer, Seller and the Founder shall jointly and severally defend, indemnify and hold harmless Buyer and its respective directors, officers, employees and agents (each a “**Seller Indemnitee**”) from and against any and all claims (including without limitation any investigation, action or other proceeding, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorney's fees and court costs)) that constitute, or arise out of or in connection with:

- a) any misrepresentation or breach of warranty under Article III;
- b) any default by Seller or the Founder in the performance or observance of any of its covenants or agreements under this Agreement; and
- c) any Retained Liabilities (collectively points a-c, “**Seller’s Breach**”)

Any Seller’s Breach shall be first set-off against any potential Earn-Out Payment. If such set-off is not sufficient, the Seller and the Founder shall be jointly and severally liable for any further amounts due to Seller’s Breach.

Section 7.03 Indemnification by Buyer.

Buyer shall defend, indemnify and hold harmless Seller and the Founder (each a “**Buyer Indemnitee**”) from and against any and all claims, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorney's fees and court costs) that constitute, or arise out of or in connection with:

- a) any misrepresentation or breach of warranty under Article IV (a “**Buyer Warranty Breach**”);
- b) any default by Buyer in the performance or observance of any of its covenants or agreements under this Agreement; and
- c) any Assumed Liabilities.

Three DocuSign envelopes are shown, each with a small 'DS' icon in the top right corner. The first envelope contains the handwritten initials 'GS'. The second envelope contains the handwritten initials 'MARG'. The third envelope contains the handwritten initials 'SC'.

Section 7.04 Representation, Settlement and Cooperation.

If any investigation, action or other proceeding (each a “**Proceeding**”) is initiated against any Seller Indemnitee or Buyer Indemnitee (each, an “**Indemnitee**”) and the Indemnitee intends to seek indemnification from Seller or Buyer (each an “**Indemnitor**”), as applicable, under this Article XII on account of the Indemnitee's involvement in the Proceeding, then the Indemnitee shall give prompt notice to the applicable Indemnitor; *provided, however*, that the failure to so notify the Indemnitor shall not relieve the Indemnitor of its obligations under this Article VII, but instead shall reduce those obligations by the amount of damages or increased costs and expenses attributable to the failure to give notice. Upon receipt of notice of a Proceeding for which indemnification is available under this Article VII, the Indemnitor shall diligently defend against the Proceeding on behalf of the Indemnitee at the Indemnitor's own expense using counsel reasonably acceptable to the Indemnitee; *provided, however*, that if the Indemnitor shall fail or refuse to conduct the defense, or if the Indemnitee has been advised by counsel that it may have defenses available to it which are different from or in addition to those available to the Indemnitor or that its interests in the Proceeding are adverse to the Indemnitor's interests, then the Indemnitee may defend against the Proceeding at the Indemnitor's expense. The Indemnitor or Indemnitee, as applicable, may participate in any Proceeding being defended against by the other at its own expense and shall not settle any Proceeding without the prior consent of the other, which consent shall not be unreasonably withheld. The Indemnitor and Indemnitee shall cooperate with each other in the conduct of any Proceeding.

Section 7.05 Indemnification Threshold.

Notwithstanding any other provision of this Agreement, no Indemnitor shall have any indemnification obligations under Section 7.2.(a), or Section 7.3.(a) (other than with respect to a breach of a Fundamental Representation) unless and until the claims asserted against the applicable Indemnitor exceed \$10,000 in the aggregate (the “**Threshold Amount**”). If indemnification claims exceed the Threshold Amount, the Indemnitor shall be liable for all indemnification claims properly asserted against it, including those comprising the Threshold Amount. All other indemnification obligations shall be unlimited as to dollar amount.

Section 7.06 Effect of Investigation.

The rights of Buyer to indemnification or any other remedy under this Agreement shall not be impacted or limited by any knowledge that Buyer may have acquired, or could have acquired, whether before or after the Closing Date, nor by any investigation or diligence by Buyer. Seller hereby acknowledges that, regardless of any investigation made (or not made) by or on behalf of Buyer, and regardless of the results of any such investigation, Buyer has entered into this transaction in express reliance upon the representations and warranties of Seller made in this Agreement.

Section 7.07 Exclusive Remedy.

Except for: (a) any equitable remedies which the Parties may pursue; (b) actions based on fraud; and (c) for enforcement actions of any kind or nature regarding the terms and provisions of this Article VII, the indemnification under this Section shall be the Parties' sole and exclusive remedy, each against another, with respect to matters arising under this Agreement.

Section 7.08 Determination of Losses.

Notwithstanding anything to the contrary in this Agreement, for purposes of the indemnification provisions in this Article VII the determination of (i) whether any representation warranty or covenant has been breached and (ii) the amount of any losses shall be made without giving effect to the terms “material,” “materiality,”

“in all material respects,” “Material Adverse Effect,” or any similar qualification contained in the representations, warranties, covenants or agreements herein.

Article VIII. MISCELLANEOUS.

Section 8.01 Entire Agreement; Assignment; Amendments.

This Agreement (including the appendixes to this Agreement) constitute the entire agreement and supersede all oral agreements and understandings and all written agreements prior to the date hereof between or on behalf of the Parties with respect to the subject matter hereof. This Agreement shall not be assigned by any Party by operation of law or otherwise without the prior written consent of the other Party hereto. This Agreement may be amended only by a writing signed by each of the Parties, and any amendment shall be effective only to the extent specifically set forth in that writing.

Section 8.02 Severability; Expenses; Further Assurances.

If any term, condition or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, 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 a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible. Except as otherwise specifically provided in this Agreement, each Party shall be responsible for the expenses it may incur in connection with the negotiation, preparation, execution, delivery, performance and enforcement of this Agreement. The Parties shall from time to time do and perform any additional acts and execute and deliver any additional documents and instruments that may be required by Law or reasonably requested by any Party to establish, maintain or protect its rights and remedies under, or to effect the intents and purposes of, this Agreement.

Section 8.03 Enforcement of the Agreement; Jurisdiction; No Jury Trial.

- a) The Parties agree that irreparable damage would occur in the event that this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware or another court sitting in the State of Delaware, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the Parties to this Agreement irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising under this Agreement, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising under this Agreement brought by the other Party to this Agreement or its successors or assigns shall be brought and determined exclusively in the Delaware Court of Chancery, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware or another court sitting in the State of Delaware. Each of the Parties to this Agreement hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the

aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the aforesaid courts. Each of the parties to this Agreement hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (1) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve in accordance with this Section; (2) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise); and (3) to the fullest extent permitted by the Law, any claim that (i) the suit, action or proceeding in such court is brought in an inconvenient forum; (ii) the venue of such suit, action or proceeding is improper; or (iii) this Agreement, or the subject matter of this Agreement, may not be enforced in or by such courts. Each of Seller and Buyer hereby agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 8.04 shall be effective service of process for any proceeding arising out of, relating to or in connection with this Agreement or the transactions contemplated hereby.

- b) EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HERETO CERTIFIES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.04 Notices.

All notices and other communications pursuant to this Agreement must be in writing and will be deemed to have been duly delivered and received (i) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service; (iii) if sent by e-mail in portable document format (PDF) or similar electronic attachment (A) on a Business Day before 5:00 p.m. in the time zone of the receiving Party, when transmitted and the sender has received confirmation of receipt by the recipient and (B) on a day other than a Business Day or after 5:00 p.m. in the time zone of the receiving Party, and the sender has received confirmation of receipt by the recipient, on the following Business Day; or (iv) immediately upon delivery by hand or by fax (with a written or electronic confirmation of delivery), in each case to the intended recipient as set forth below:

If to Seller, to:

Mr. Salman Choudhry

112FF, Phase 4, DHA, Lahore, Pakistan

E-mail: info@outlery.com

If to Buyer, to:

Factory 14 UK Acquisitions II Ltd.

11 Laura Place Bath, United Kingdom, BA2 4BL

Attention: Radek Pawlowski

E-mail: radek@factory14.lu and legal@factory14.com

Section 8.05 Governing Law.

This Agreement, and any dispute arising out of, relating to, or in connection with this Agreement, shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or of any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

Section 8.06 Descriptive Headings.

The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 8.07 Parties in Interest.

This Agreement shall be binding upon and inure solely to the benefit of the Parties, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 8.08 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. At the Closing, signature pages of counterparts may be exchanged by electronic transmittal of scanned images thereof, in each case subject to appropriate customary confirmations in respect thereof by the signatory for the Party providing a scanned image and that Party's closing counsel.

Section 9.9. Interpretation.

The words "hereof," "herein," "hereby," "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this **Agreement** they shall be deemed to be followed by the words "without limitation." The words describing the singular number shall include the plural and vice versa, words denoting either gender shall include both genders and words denoting natural Persons shall include all Persons and vice versa. The phrases "the date of this Agreement," "the date hereof," "of even date herewith" and terms of similar import, shall be deemed to refer to the date set forth in the preamble to this Agreement. Any reference in this Agreement to a date or time shall be deemed to be such date or time in New York City, unless otherwise specified. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Person by virtue of the authorship of any provision of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all at or on the date and year first above written.

Factory 14 UK Acquisitions II Ltd

DocuSigned by:
Guilherme Steinbruch
By: 33B7D41C27E0443...
Name: Guilherme Steinbruch
Title: Director

DocuSigned by:
Marcos Arturo Ramirez Gundelack
By: E995A9A8D65043B...
Name: Marcos Ramirez
Title: Director

Smellslikegreen, Inc

DocuSigned by:
Salman Choudhry
By: ACFB92BF1FF14C8...
Name: Mr. Salman Choudhry
Title: Director

Mr. Salman Choudhry, as Founder.

DocuSigned by:
Salman Choudhry
By: ACFB92BF1FF14C8...
Founder

APPENDIX 1

Assumed Contracts	<ul style="list-style-type: none"> • None
Material Contracts	<ul style="list-style-type: none"> • None
Assumed Liabilities	<ul style="list-style-type: none"> • None
Intellectual Property	<ul style="list-style-type: none"> • Internet domains: <ul style="list-style-type: none"> ○ outlery.com ○ cybrbrush.com ○ outlery.co.uk ○ brushresponsibly.com ○ cybrtoothbrush.com • Seller's Amazon Storefront: <ul style="list-style-type: none"> ○ https://www.amazon.com/outlery • Seller's Shopify accounts for Outlery and CybrBrush • Seller's and Founder's Patents: <ul style="list-style-type: none"> ○ 16669870 ○ 29786635 ○ 29794478 • Seller's US trademarks: <ul style="list-style-type: none"> ○ 88662414 ○ 90698263 • Seller's UK trademarks: <ul style="list-style-type: none"> ○ UK00003473996 ○ UK00003634832 • Seller's EU trademarks: <ul style="list-style-type: none"> ○ 018203794 ○ 018463310 • Seller's Australian trademarks: <ul style="list-style-type: none"> ○ 2072644 • Seller's Chinese trademarks: <ul style="list-style-type: none"> ○ 56779580 • Seller's social media accounts on Facebook, Instagram, Twitter and any other social media platform • Any and all standard operating procedures (SOPs)
Independent contractors and consultants	<ul style="list-style-type: none"> • Simona • Aaron B • Ahla • Hannan • Mohsin • Maryam • Shiz • Noor
Insurance policies	<ul style="list-style-type: none"> • MP0012014000538
Complete list of suppliers	<ul style="list-style-type: none"> • Shenzhen Brilliant Industry Co • AIQI Metal Packaging Co • JH Lifetop Silicone
Aggregate annual cost to the business of performing product warranty obligations	<ul style="list-style-type: none"> • \$20,000

<p>for each of the previous four (4) fiscal years and the current fiscal year through June 30, 2021.</p>	
--	--

APPENDIX 2

Exhibit 1

FINAL PURCHASE PRICE CALCULATION

[attached on separate sheets]

Exhibit 2

EARN OUT PAYMENT CALCULATION

[attached on separate sheets]

APPENDIX 3

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into as of July 21, 2021 (this “**Agreement**”) by and between

- A. **Smellslikegreen Inc**, a profit corporation incorporated under the laws of the State of Wyoming, USA, with the registered address of 30 N Gould St Ste R Sheridan, WY 82801, United States (“**Assignor**”);
- B. **Mr. Salman Choudhry**, a national of Pakistan, residing at the address of 112FF, Phase 4, DHA, Lahore, Pakistan, who is the ultimate owner of 100% of the shares of the Seller and the current sole-manager of the Business (“**Founder**” and together with the Assignor, the “**Assignors**”);
- C. **Factory 14 UK Acquisitions I Ltd**, a limited liability company incorporated under the laws of England and Wales, with the registered address of 11 Laura Place, Bath, BA2 4BL, United Kingdom (the “**Assignee**”).

WHEREAS, the Assignors and the Assignee have entered into a certain Asset Purchase Agreement, dated July 21, 2021 (the “**APA**”) pursuant to which, among other things, the Assignors desire to assign all of its rights, interests and obligations under certain contracts to which it is a party to Assignee as set forth herein, and Assignee wishes to assume such rights, interests and obligations.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignors hereby assign and convey to Assignee for the benefit of Assignee, its successors and assigns, all of Assignors’ right, title and interest in, to and under the contracts set forth in the APA (the “**Assumed Contracts**”), together with all rights, privileges and benefits appertaining thereto (collectively with the Assumed Contracts, the “**Assigned Rights**”).
2. **Assumption.** Assignee hereby accepts the assignment and conveyance of the Assigned Rights by Assignor pursuant to paragraph 1 above and does hereby assume, and undertake and agree to hereafter pay, perform and discharge in accordance with their terms any and all of the liabilities, obligations and commitments of Assignor relating to the Assigned Rights.
3. **Benefit of the Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, shall confer on any person or entity other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, including any third party beneficiary rights.
4. **Headings.** The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
5. **Governing Law.** This Agreement shall be governed by and interpreted and construed in accordance with the substantive laws of the State of Delaware without regard to applicable choice of law provisions thereof.
6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same agreement, it being understood that all of the parties hereto need not sign the same counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR --- A. Smellslikegreen Inc

DocuSigned by:
Salman Choudhry
By: _____
Name: Mr. Salman Choudhry
Title: Director

FOUNDER ---- Mr. Salman Choudhry, as Founder.

DocuSigned by:
Salman Choudhry
By: _____
Founder

ASSIGNEE -- Factory 14 UK Acquisitions II Ltd

DocuSigned by:
Guilherme Steinbruch
By: _____
Name: Guilherme Steinbruch
Title: Director

DocuSigned by:
Marcos Arturo Ramirez Gundelach
By: _____
Name: Marcos Ramirez
Title: Director

APPENDIX 4

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of July 21, 2021, is made by and between:

- A. **Smellslikegreen Inc**, a profit corporation incorporated under the laws of the State of Wyoming, USA, with the registered address of 30 N Gould St Ste R Sheridan, WY 82801, United States ("**Assignor**");
- B. **Mr. Salman Choudhry**, a national of Pakistan, residing at the address of 112FF, Phase 4, DHA, Lahore, Pakistan, with the Pakistani passport number: AW4191334, who is the ultimate owner of 100% of the shares of the Seller and the current sole-manager of the Business ("**Founder**")
- C. **Millennium Star Ltd Inc**, a limited liability company incorporated under the laws of England and Wales, with the registered address of Brant House, 83 Church Road, Addlestone, England, KT15 1SF ("**Millenium**")
- D. **Ms. Zrfshan Liaquat Butt**, a national of the United Kingdom, residing at the address of 14 Knightswood Rd, M80AQ Manchester, UK, with the British passport number: 536566762, who has filed a trademark application in the United Kingdom for the protection of the Cybr product as an "owner" ("**Ms. Butt**");
- E. **Ms. Bushra Chaudhry**, a national of Pakistan, residing at the address of 156 Academy Block, Park West, Dublin 12, Ireland, with the Irish residence permit number: R4543257, who has been publicly mentioned as the CEO and co-founder of Outlery ("**Ms. Chaudhry**") (and together with the Assignor, Millenium, Ms. Butt and Ms. Chaudhry, the "**Assignors**");
- F. **Factory 14 UK Acquisitions I Ltd**, a limited liability company incorporated under the laws of England and Wales, with the registered address of 11 Laura Place, Bath, BA2 4BL, United Kingdom (the "**Assignee**").

WHEREAS, Assignee, Assignors, and certain other parties signatory thereto are parties to that certain Asset Purchase Agreement, dated as July 21, 2021 (the "APA"). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the APA.

WHEREAS, under the terms of the APA, Assignors have agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignors, and have agreed to execute and deliver this IP Assignment for recording with Governmental Authorities, including, but not limited to, the US Patent and Trademark Office.

WHEREAS, in connection with the consummation of the transactions contemplated by the APA, Assignors hereby desire to convey, transfer, and assign to Assignee all of Assignors' right, title, and interest in, to, and under all of the Assigned IP (as hereinafter defined), and Assignee hereby desires accept from Assignors all of Assignors' right, title, and interest in, to, and under all of the Assigned IP.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. In consideration for the execution of the APA, the payment of the consideration stipulated in the APA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer, and assign to Assignee, all of which Assignors represent and warrant are exclusively owned by Assignors free and clear of any encumbrances, and Assignee hereby accepts, all of Assignors' right, title, and interest in, to, and under the following (collectively, the "Assigned IP"):

(a) all inventions, including without limitation, the patents and patent applications set forth on Schedule 1 hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations, and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other conventions, and the worldwide right to file applications for said inventions in Assignee's own name;

(b) all trade secrets, non-public know-how, discoveries, improvements, concepts, ideas, methods, processes, procedures, designs, plans, schematics, invention disclosure statements, drawings, formulae, technical data, specifications, research and development information, technology and product roadmaps and data bases and other proprietary or confidential information, including customer, supplier and mailing lists;

(c) all marks, names, trade dress, whether registered or unregistered, including without limitation, the trademark registrations and applications set forth on Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof, provided, that with respect to the United States intent-to-use trademark applications, if any, set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the APA, the transfer of Assignors' business, or portion of the business to which the trademark pertains, and that business is ongoing and existing; all social media names and accounts;

(d) all copyrights, including, without limitation, the copyrights set forth on Schedule 3 hereto, including, without limitation, any unregistered copyrights, applications, any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the copyrights, and in and to all rights corresponding to the foregoing throughout the world, and all the rights embraced therein, including but not limited to, the right to duplicate, reproduce, copy, distribute, display, license, adapt, and prepare derivative works from the copyrights, together with all physical or tangible embodiments of the copyrights, in Assignors' possession or under Assignors' control;

(e) the domain names set forth in Schedule 4 hereto;

(f) the intellectual property rights, information or assets arising from or related to the agreements set forth in Schedule 5 hereto;

(g) in the case of each of the foregoing:

- i. all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- ii. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- iii. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignors' Use and Enjoyment. The rights, title and interest assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this IP Assignment had not been made.

3. Remainder of Intellectual Property. Assignors hereby declare that, as to any of the assets, rights or interests intended to be included in the Assigned IP hereby conveyed, the title to which may not have passed to the Assignee by virtue of this Assignment or any transfer or assignment which may from time to time be executed and delivered pursuant to the provisions hereof, Assignors hold such assets, rights or interests in trust for the benefit of the Assignee to transfer and assign the same as the Assignee may from time to time direct. Assignors shall hold such asset or other right for the exclusive benefit of the Assignee and shall take any and all action with respect thereto as the Assignee may reasonably direct for the Assignee's account and benefit.

4. Recordation. Assignors authorize the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials to record and register this IP Assignment upon request by Assignee.

5. Cooperation. Assignors agree to perform all commercially reasonable acts deemed necessary or desirable by the Assignee to permit and assist the Assignee, at the Assignee's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Assigned IP, to be assigned, or licensed to the Assignee under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, trademark, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, trademark, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Assigned IP. In the event that the Assignee is unable for any reason to secure Assignors' signature(s) to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, trademark, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Assigned IP (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations of such Assigned IP), Assignors hereby irrevocably designate and appoint the Assignee and the Assignee's duly authorized officers and agents as Assignors' agents and attorneys-in-fact to act for and on Assignors' behalf and instead of Assignors, (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Assigned IP, all with the same legal force and effect as if executed by Assignors.

6. Terms of the APA. The terms of the APA, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

9. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

The parties hereto are signing this IP Assignment as of the date first set forth above.

ASSIGNOR ---

DocuSigned by:
By: Salman Choudhry
ACFB92BF1FF14C6...
Name: Mr. Salman Choudhry

FOUNDER ----

DocuSigned by:
By: Salman Choudhry
ACFB92BF1FF14C6...
Founder

Millenium ----

By: _____
Name:
Title:

Ms. Butt ----

By: _____

Ms. Chaudhry ----

By: _____

SCHEDULE 1
PATENTS

- Seller's and Founder's Patents:
 - 16669870
 - 29786635
 - 29794478
- Seller's US trademarks:
 - 88662414
 - 90698263

SCHEDULE 2
COPYRIGHTS

Registered or Pending:

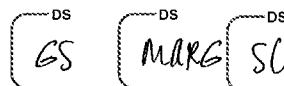
1. None

SCHEDULE 3
TRADEMARKS

- Seller's US trademarks:
 - 88662414
 - 90698263
- Seller's UK trademarks:
 - UK00003473996
 - UK00003634832
- Seller's EU trademarks:
 - 018203794
 - 018463310
- Seller's Australian trademarks:
 - 2072644
- Seller's Chinese trademarks:
 - 56779580

SCHEDULE 4
DOMAIN NAMES

- Internet domains:
 - outlery.com
 - cybrbrush.com
 - outlery.co.uk
 - brushresponsibly.com
 - cybrtoothbrush.com



SCHEDULE 5

AGREEMENTS

1. [none]
2. []
3. []
4. []

APPENDIX 5

JOINT PRODUCT DEVELOPMENT AND COMMERCIALIZATION AGREEMENT

THIS JOINT PRODUCT DEVELOPMENT AND COMMERCIALIZATION AGREEMENT (this "Agreement") is entered into and made effective July 21, 2021 ("**Effective Date**"), by and between:

- A. **Smellslikegreen Inc**, a for profit corporation incorporated under the laws of the State of Wyoming, USA, with the registered address of 30 N Gould St Ste R Sheridan, WY 82801, United States ("**Seller**");
- B. **Mr. Salman Choudhry**, a national of Pakistan, residing at the address of 112FF, Phase 4, DHA, Lahore, Pakistan, who is the ultimate owner of 100% of the shares of the Seller and the current sole-manager of the Business ("**Founder**");
- C. **Factory 14 UK Acquisitions II Ltd**, a limited liability company incorporated under the laws of England and Wales, with the registered address of 11 Laura Place, Bath, BA2 4BL, United Kingdom ("**Buyer**") (each a "**Party**" and, collectively, the "**Parties**")

The Seller, Founder and Buyer may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

WHEREAS, the Parties have entered into an Asset Purchase Agreement, dated as of the same date hereof (the "**APA**");

WHEREAS, the Founder desires to further design, develop, and raise funds for products which are not part of the assortment of Products, as defined in the APA (the "**New Products**"); for the avoidance of doubt, the new product called CybrBrush (<https://cybrbrush.com/>), which is already in development by the Seller as of the date hereof, shall be considered a New Product and all terms and conditions of this Agreement shall apply to it.

WHEREAS, the Founder may desire to offer and sell any New Products.

WHEREAS, the Parties desire to develop a strategic business relationship whereby each Party shall collaborate and share certain information and technology with one another in a manner intended to benefit the Parties' current businesses and to develop, evaluate, and commercialize any potential New Products on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

- 1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings ascribed to them below, whether used in the singular or plural, unless defined otherwise in the APA. Other terms may be defined elsewhere in this Agreement and shall have the meanings indicated throughout this Agreement.
 - a. "**Law**" means all applicable provisions of all international, federal, state, and local statutes, laws, rules, regulations, administrative codes, ordinances, decrees, orders, decisions, injunctions, award judgments, permits, and licenses of or from governmental authorities, including without limitation those relating to or governing the use or regulation of the subject

PATENT

REEL: 059237 FRAME: 0239

item and the listing standards or agreements of any national or international securities exchange.

- b. **“Buyer’s IP”** means any and all Intellectual Property Developed by or for the Buyer, or acquired by or licensed to the Buyer, as of to the Effective Date, or during the term of this Agreement to the extent related solely to the Products, including all versions and stages thereof, and all derivative works, improvements, or enhancements to any of the foregoing. Without limiting the foregoing, the Buyer’s IP shall include the Buyer’s Patents and all specifications, manufacturing and development methodologies and other Know-How relating to the Products and proprietary to the Buyer, following the conclusion of the APA.
- c. **“Buyer’s Patent(s)”** shall mean (i) the United States and foreign patent applications and patents owned by the Buyer as of the Effective Date set forth in the APA, and any continuations, continuations in part, divisions, extensions, reissues, reexaminations, applications or substitutions with respect thereto and all foreign equivalents; and (ii) any and all other patents or patent applications owned by the Buyer prior to or during the term of this Agreement with claims covering any aspect of the Products.
- d. **“Commercialize”** means to promote, license, market, distribute, offer for sale, sell or provide product support for the products with respect to which this term is used herein, and **“Commercializing”** and **“Commercialization”** shall be interpreted accordingly.
- e. **“Develop”** means, with respect to any Intellectual Property or New Products, to create, design, invent, reduce to practice, author, discover, develop or conceive.
- f. **“Know-How”** means research and design details, technical requirements, specifications, and documentation, including without limitation, engineering information, drawings and files and any subsequent letters to file, and verification, validation and testing protocols.
- g. **“Newly Developed IP”** means all Intellectual Property that is Developed by the Parties in connection with the New Products, including Know-How, and any feedback, improvements, modifications, enhancements to, or derivative works that are based on any feedback, recommendations, or suggestions provided by or on behalf of either Party regarding the Newly Developed IP. All Newly Developed IP shall be owned exclusively by the Buyer.
- h. **“Personnel”** of a referenced Party (i.e. Buyer’s Personnel or Seller’s Personnel, respectively) means any employee, independent contractor or other individual person who is a provider of services (regardless of how such individual is classified for the purposes of applicable employment and tax laws) of (i) such Party or its Affiliate(s) and/or (ii) any subcontractor of such Party providing any services in connection with or relating to this Agreement.
- i. **“Crowdfunding EBITDA”** means the definition given in Exhibit 3b of Appendix 2.

2. COLLABORATION.

- a. **Purpose.** The Parties acknowledge and agree that the purpose of the Agreement is to establish a framework between the Parties pursuant to which (i) Seller and/or Founder grants to the Buyer exclusive rights to Commercialize New Products; and (ii) the Parties collaborate to Develop New Products for use and Commercialization.
- b. **New Products.** The Seller and the Founder hereby grants the Buyer the exclusive right to Commercialize the New Products. The Buyer intends to exercise its rights under this Section in good faith to Commercialize the New Products for the mutual benefit of the Parties. For the

avoidance of doubt, the terms and conditions of the non-competition provisions in the APA shall be binding.

- c. Proposal of Work. After the Effective Date, the Founder may submit to the Buyer one or more proposals of work for a New Product (each, a "Proposal") to describe specific details of the New Product, the obligations of each Party, and the costs and budget with respect to the Development described in such Proposal. All Proposals must be approved by the Buyer in writing prior to the commencement thereof. If the Buyer rejects a Proposal, the Seller may, at his discretion, pursue the development of a rejected product with a third-party and shall be released from the non-competition restrictions set forth in the APA in relation to such rejected product provided that the rejected product does use or infringe upon any of the Buyers acquired Intellectual Property, including without limitation the Outlery and CybrBrush trademarks and patents.
- d. Development. Notwithstanding anything herein to the contrary, the Parties agree that the Development of the New Products shall be conducted in close consultation and co-operation between the Parties. Each Party shall keep the other Party fully and regularly informed of the progress of the Development of New Products for which the Party is responsible and shall answer any question raised by the other Party during performance and after completion of Development of New Products.
- e. CybrBrush. Notwithstanding the provisions in points b.-d. above, CyberBrush is deemed to have been accepted for commercialization by the Buyer; the Seller does not need to make any Proposals.
- f. Costs. The Buyer shall, as a main rule and unless otherwise agreed in a Proposal, be responsible for all costs associated with the Development of New Products accepted by the Buyer, including the already accepted CybrBrush. Each project and budget must be approved by the Buyer prior to initiation.
- g. Crowdfunding. Once a New Product is approved and Developed, the Founder has the right to launch and run a crowdfunding campaign for the New Product on Kickstarter, Indiegogo, BackerKit, Zecsec, Makuake, Wadiz for a maximum cumulative period of 6 months from the start of the first campaign. Only customers who have previously funded the campaign through Kickstarter or Indiegogo are permitted to purchase products through BackerKit. The funds received through any crowdfunding campaign managed by the Founder shall be for the benefit of the Buyer. The Founder shall be compensated pursuant to Section 5. The Founder and the Seller may not Commercialize the New Products through any other means. In relation to CybrBrush specifically, all crowdfunding campaigns conducted by the Seller must end 6 months after the launch of the first campaign or by February 28th, whichever comes first.
- h. Right to Manufacture. The Buyer shall be entitled to manufacture the New Products through a third party subcontractor selected in its own discretion.

3. CONFIDENTIALITY.

- a. Obligations. Each Recipient shall be bound by the terms and conditions of the APA and NDA throughout the term of this Agreement.

4. TERM AND TERMINATION.

- a. Term. This Agreement shall commence on the Effective Date and shall continue unless terminated pursuant to this Section.

b. Termination.

- a. This Agreement may be terminated upon written notice by either Party if the other Party is in material breach of its obligations hereunder and has not cured such breach or shown such breach to be non-existent within thirty (30) days after notice requesting cure of the breach.
- b. This Agreement may be terminated upon written notice immediately by either Party upon a bankruptcy or insolvency event of the other Party.

5. COMPENSATION.

- a. Subject to the terms and conditions of this Agreement, in consideration of the rights and benefits granted herein, the Buyer shall pay to the Founder the following payments:
 - A multiple of 3.0x on Crowdfunding EBITDA.
 - i. No later than twenty (20) Business Days after the end of the Product's crowdfunding campaign, the Buyer shall deliver to the Seller the calculations of the Compensation. The calculations shall be prepared in accordance with Exhibit 3b of Appendix 2. Any payments pursuant to these calculations shall be made within 30 Business Days after receipt of the calculations.

6. REPRESENTATIONS AND WARRANTIES.

- a. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:
 - 1) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
 - 2) it has all necessary regulatory approvals, permits, or licenses necessary for the purposes contemplated under this Agreement,
 - 3) this Agreement has been duly executed by it and is legally binding upon it, is enforceable in accordance with its terms, and does not conflict with any agreement, instrument, or understanding, oral or written, to which it is a Party or by which it may be bound, nor violate any material law or regulation of any court, governmental body, or administrative or other agency having jurisdiction over it;
 - 4) it shall perform its obligations described in this Agreement in a timely and professional manner;

7. INDEMNIFICATION.

- a. Indemnification by the Seller and the Founder. The Seller and the Founder agree to indemnify, defend, and hold harmless the Buyer, its Affiliates, and their respective officers, directors, and agents (collectively, the "Buyer Indemnitees") from and against any and all third-party claims, suits, actions, demands, damages, and liabilities, including reasonable legal costs and fees to which any Buyer Indemnitee may become subject to as a result of any claim, demand, action, or other proceeding by any third party (each, a "Claim") to the extent such Claim arises out of (i) any allegation that any Newly Developed IP infringes, misappropriates, or otherwise violates the Intellectual Property, proprietary, or other rights of any third party; (ii) the use of the New Products; or (iii) Seller's or Founder's gross negligence, fraud, or willful misconduct,

or violation of Law.

8. MISCELLANEOUS PROVISIONS.

- a. Assignment. Neither Party may assign or otherwise transfer this Agreement, directly or indirectly, including by operation of law, or otherwise, or any of its rights or obligations, without the prior written consent of the other Party; provided, that a Party may assign or transfer this Agreement without consent pursuant to a change of control or in connection with a merger or the sale of all or substantially all of its business or assets, however structured. Any assignment or transfer in violation of this Agreement will be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns.
- b. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior discussions, understandings, negotiations, representations, or commitments, whether written or oral.
- c. Equitable Relief. In any claim for equitable relief, each Party acknowledges that a breach by the other Party of this Agreement, may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching Party shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and the Parties hereby waive any requirement for the showing of actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
- d. Waiver; Discharge. The failure of any Party to enforce at any time any of the provisions of this Agreement shall not, absent an express written waiver signed by the authorized representative of the Party making such waiver specifying the provision being waived, be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of the Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.
- e. Amendment. This Agreement may not be amended, by course of conduct or otherwise, except pursuant to a written amendment that expressly refers to this Agreement and signed by the authorized representatives of each of the Parties.
- f. Governing Law. This Agreement, and any dispute arising out of, relating to, or in connection with this Agreement, shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or of any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware
- g. Notices. All notices or other communications to a Party required or permitted hereunder shall be in writing and shall be delivered personally or shall be sent by a reputable express delivery service or by certified mail, postage prepaid with return receipt requested, addressed as follows:

If to Founder or Seller, to:

Mr. Salman Choudhry

112FF, Phase 4, DHA, Lahore, Pakistan

E-mail: salmanch375@gmail.com

If to Buyer, to:

Factory 14 UK Acquisitions II Ltd.

11 Laura Place Bath, United Kingdom, BA2 4BL

Attention: Radek Pawlowski

E-mail: radek@factory14.lu and legal@factory14.com

- h. Expenses. Except as expressly provided herein, each Party shall pay its own expenses incident to this Agreement and the preparation for, and consummation of, the transactions provided for in this Agreement.
- i. Titles and Headings; Construction. The titles and headings to Sections of this Agreement are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction hereof against the Party causing this Agreement to be drafted.
- j. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall nonetheless be enforceable according to their terms.
- k. Relationship. This Agreement does not make either Party the employee, agent, or legal representative of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party. In fulfilling its obligations pursuant to this Agreement, each Party shall be acting as an independent contractor, and no partnership, joint venture or other similar relationship, or any fiduciary duty or other similar duty relating to any such relationship, shall be implied as to apply between the Parties or their respect Personnel.
- l. Benefit. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties to this Agreement or their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
- m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed as original and all of which together shall constitute one instrument. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- n. Execution of Further Documents. Each Party agrees to execute and deliver without further consideration any further applications, licenses, assignments, or other documents, and to perform such other lawful acts as the other Party may reasonably request to fully secure or evidence the rights or interests herein.

[Remainder of page intentionally left blank; signature page(s) follow]

IN WITNESS WHEREOF, each of the Parties has caused this AGREEMENT to be executed by their duly authorized representatives as of the Effective Date.

Factory 14 UK Acquisitions II Ltd

DocuSigned by:
By: Guilherme Steinbruch
33B7D41C27E0413...

Name: Guilherme Steinbruch

Title: Director

DocuSigned by:
By: Marcos Arturo Ramirez Gundelach
E995A9A8D65043B...

Name: Marcos Ramirez

Title: Director

For Smellslikegreen, Inc

DocuSigned by:
By: Salman Choudhry
ACFB92BF1FF14C8...

Name: Mr. Salman Choudhry

Mr. Salman Choudhry, as Founder.

DocuSigned by:
By: Salman Choudhry
ACFB92BF1FF14C8...

Founder

**APPENDIX 6
FOUNDER'S POST-CLOSING CONSULTING ENGAGEMENT**

- 1) The Founder shall provide the following Services to the Buyer;
 - Strategic business advice and planning
 - Marketing strategy and planning
 - Liaising and managing suppliers, sourcing agent & service partners
 - Overseeing supply chain management
 - Focus on Revenue Growth
 - Performance reporting liaising with service partners
 - Product Management & launches
 - Development of new products
 - Amazon and Shopify account management

- 2) The location where the services are to be performed may be remote.

- 3) Founder will maintain adequate communication with the Buyer and adhere to any management reporting procedures implemented.

- 4) Notwithstanding any provision hereof, Founder is an independent contractor and is not an employee, agent, partner or joint venturer of the Buyer and Founder shall not bind nor attempt to bind the Buyer to any contract or commit it to any obligation (including with regard to incurring any expenditures in the name of or for the account of Buyer) or hold itself out as having the right to do so.


Three DocuSign signature boxes are arranged horizontally. Each box has a small 'DS' in the top right corner. The first box contains the handwritten initials 'GS'. The second box contains the handwritten name 'MARG'. The third box contains the handwritten initials 'SC'.