

**Sublicence Agreement to the Project contract for the Novel-Food joint application by
EIHA projects GmbH – ANNEX 2 of the Principal Licence Agreement**

Licence Number: _____

(-will be completed by EIHA projects GmbH-)

between

EIHA projects GmbH
Münsterstraße 336
40470 Düsseldorf
Germany

(-hereinafter referred to as *EIHA projects GmbH*-)

– represented by the manufacturer and partner of *EIHA projects GmbH*

CBD Oil Europe
CBD Consultancy Group BV
Voltaweg 13D, 4382 NG Vlissingen
KvK (corp. reg.) 71257438
IBAN: NL27RABO0329145983

(-hereinafter referred to as the *PRODUCER*-) and

(-hereinafter referred to as the *CLIENT*-)

§ 1 White Label Companies

(1) EIHA projects GmbH will be the rights holder of different novel food authorisations in the future. The PRODUCER is EIHA e.V. member and contractual partner of the EIHA projects GmbH. The CLIENT wants to sell CBD Products with his own brand B2C.

(2) In the event of a successful application for approval, EIHA projects GmbH will grant a sublicence to the CLIENT. In return, the CLIENT pays the

total of EUR plus VAT if applicable,

calculated according to the valid fee overview of EIHA projects GmbH (**ANNEX 1 to this agreement**) from February 2021 on the proven net turnover with the PRODUCER for the last three years (- average CBD-related net turnover -), here: _____ EUR.

(2) The sublicence fee(s) can be paid in three installments according to the valid fee overview (**ANNEX 1**). The PRODUCER is allowed to charge the licence fee and its installments on the CLIENT according to the request of EIHA projects GmbH.

(3) The installments to be paid in subsequent years are recalculated for each subsequent installment, also based on past turnover. Past Turnover is measured based on the average annual turnover of the last three completed financial years before the year the installment is required. It is therefore possible that the amount maybe higher or lower, depending on the sales performance in the years prior to the year in which the next installment was requested for payment.

(4) Previously paid installments will under no circumstances be refunded.

(5) The PRODUCER is obliged to determine and store the name of its CLIENT, its brands and the turnover achieved with the CLIENT. The PRODUCER is furthermore authorised to store these data for the purposes of the fulfillment of this agreement.

§ 2 Rights and Obligations of the Sublicence

(1) Holder of the sublicence is the CLIENT. The CLIENT does obtain the sublicence via his PRODUCER, which acts on behalf of the EIHA projects GmbH. The sublicence gives the CLIENT the right to market its CBD products in accordance with § 8 of the Project contract for the Novel-Food joint application, and in accordance with the following provisions. A transfer or assignment of the rights by the CLIENT to a third party is excluded in any case.

(2) This right is restricted to products which the CLIENT purchased from the PRODUCER, both bulk and ready-for-sale products. In order to ensure an equal exercise of the rights of the other contractors and members of the EIHA projects GmbH, no further transfers of rights will be made, in particular not to the studies carried out.

(3) It is furthermore restricted to the own brands of the company of the CLIENT, which the CLIENT has to confirm to the PRODUCER in writing. Every change of the brands which seek consent by the sublicence has also to be confirmed in writing to the PRODUCER.

(4) The rights from the sublicence can only be exercised in full when the agreed amount for the sublicence has been paid in full by the CLIENT to the PRODUCER. In this case, the PRODUCER must issue a corresponding confirmation upon payment in full to the CLIENT and EIHA projects GmbH (mentioning only the licence number is sufficient).

§ 3 Contractual relationship

(1) Partners of the sublicence agreement are EIHA projects GmbH and the CLIENT directly, the PRODUCER acts only as a proxy agent for EIHA projects GmbH.

(2) This sublicence agreement must also be presented to the legal advisor of EIHA projects GmbH in charge at any time upon first request in the event of an assumption of irregularities.

(3) Once the licence fee has been paid in full, the CLIENT can use the sublicence independently and commission another manufacturer of the consortium and contractual partner of EIHA projects GmbH with the delivery. A corresponding notification of the change of manufacturer to EIHA projects GmbH must be made immediately thereafter.

(4) A sublicence is always only valid for one manufacturer, which is partner of the EIHA projects GmbH. Should the CLIENT wish to commission several manufacturers of EIHA projects GmbH, a separate sublicence is required for each.

§ 4 Revocation of the sublicence

In the event of serious breaches of contract, EIHA projects GmbH is entitled to revoke the sublicence after prior warning. A serious breach shall be deemed to have occurred in particular, enumerative but not exhaustive, if

- false information about the turnover of the CLIENT was given by CLIENT,
- the PRODUCER did not use this or an altered sublicence agreement template with the CLIENT,
- the PRODUCER product quality is defective and has been the subject of official complaints (in this case the CLIENT may exercise its right of the sublicence with another member of the consortium, provided the sublicence fee has been fully paid).
- in case of misuse of a licences and / or the Coding system (§5 of this agreement).

§ 5 Coding System

All products brought to market under this sublicence must have a coding which will be specified by EIHA projects GmbH. This coding is currently being developed and will be available at the latest when the products can be marketed after approval by the FSA (UK) and/or the European Commission. With this coding, the product on the market can be traced back to the manufacturer who administers the sublicence.

For each individual breach by the PARTNER or its CLIENT of the obligations arising from this § 5, e.g. in the event of missing or incorrect coding on the product, EIHA projects GmbH shall be entitled to demand payment by the PARTNER or the CLIENT of a contractual penalty of up to 50,000.00 EUR. The principles of continuation are excluded.

Payment of the contractual penalty shall not preclude the assertion of a claim for injunctive relief or damages in excess thereof upon corresponding proof. The contractual penalty shall be offset against any possible damages.

§ 6 Duration of the License

The duration of the license is linked to the duration of the data protection period of 5 years according to Art. 26 of the NF-Regulation and will end automatically upon the expiry of this period.

§ 7 Arbitration clause

- (1) All disputes arising from the Project Contract concluded between the parties or concerning its validity shall be finally decided in accordance with the Rules of Arbitration of the Chamber of Industry and Commerce in Düsseldorf in their currently valid version, excluding the ordinary course of law.
- (2) The number of arbitrators shall be three.
- (3) The applicable substantive law is the law of the Federal Republic of Germany.
- (4) The language of the arbitral proceedings shall be English.

§ 8 Final provisions

- (1) Should a provision of this contract be or become invalid, the validity of the rest of the contract shall not be affected. The invalid provision shall be replaced by a provision which comes as close as possible to the intention of the parties within the scope of what is legally possible. The same applies in the event of a gap in the regulations.
- (2) The law of the Federal Republic of Germany shall apply. The place of jurisdiction is exclusively Düsseldorf if the member is a merchant. However, EIHA projects GmbH is entitled to sue the contractor at his general place of jurisdiction or at the place of jurisdiction of a branch office.

(3) Amendments, supplements and ancillary agreements to this contract must be made in writing to be effective and must be expressly identified as such. The same applies to the waiver of the written form requirement or amendments to the written form requirement.

Düsseldorf, the

Signature PRODUCER

Signature CLIENT

Company:

Name:

Function:

Given Signature Authority: