

EXCLUSIVE LICENSING AGREEMENT

This Exclusive Licensing Agreement ("**Agreement**") is by and between **LDRLY (Technologies) Inc.**, a corporation formed under the laws of the Province of British Columbia, with a principal place of business at 104 Front Street, Nanaimo, BC V9R 5H7, Canada ("**LDRLY**"), and **CHEECH & CHONG, LLC** ("**C&C**"). The effective date of this Agreement is the date last signed below ("**Effective Date**"). Each of LDRLY and C&C are hereinafter referred to as a "**Party**" and collectively as "**Parties**".

RECITALS

WHEREAS, LDRLY is an independent game studio creating and developing games and underlying technology infrastructure for mobile, social and other digital platforms;

WHEREAS, C&C is the exclusive owner of certain intellectual property rights (IPR) associated with the Cheech and Chong franchise (the "**C&C Franchise**");

WHEREAS, C&C is willing to grant and LDRLY desires licenses of all necessary or useful C&C IPR required to exploit the Licensed Properties in the Field of Use in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the material covenants and promises set forth herein the receipt and sufficiency of which is hereby agreed and acknowledged, the Parties agree as follows:

1. Definitions

1.1. "**Affiliate**" means any entity that directly or indirectly owns, is owned by, or is under the common ownership with a Party, at any time during the term of this Agreement. "**Owns**", "**owned**" or "**ownership**" means direct or indirect possession of more than twenty five percent (25%) of the votes of holders of a corporation's voting securities, or a comparable equity or other ownership interest in any other type of entity.

1.2. "**Claims Against LDRLY Indemnified Parties**" and "**Claims Against C&C Indemnified Parties**" are defined in Section 7 and Section 8 of this Agreement, respectively.

1.3. "**Confidential Information**" is defined in Section 5.1 of this Agreement.

1.4. "**Deductible Expenses**" are defined in Section 3.2(b) of this Agreement.

1.5. "**LDRLY Indemnified Parties**" is defined in Section 7 of this Agreement.

1.6. "**Field**" or "**Field of Use**" means creation, development, distribution and sale of the Game through multiple platforms and channels, such as smart phones, tablets, and other digital mobile gaming platforms. For the avoidance of doubt, Field of Use does not include boxed/downloadable PC games or games created explicitly for play on console.

1.7. "**Game**" means a single digital game based on the Licensed Properties.

1.8. "**Intellectual Property Rights**" or "**IPR**" means all worldwide (i) copyrights, rights associated with works of authorship, and applications and registrations for copyrightable works, (ii) trademarks, trade names, service marks, trade dress, and logo rights, whether statutory, in common law, or otherwise, and registrations and applications for registration of any of the foregoing, (iii) patents, patent applications, and equivalents thereto, and rights stemming

Summary of Redacted Provisions

Pg. 1: Redacted contact information for Cheech & Chong, LLC.

therefrom, (iv) know-how, trade secrets, and confidential information, (iv) moral rights, right of publicity, authors' rights, and contract and licensing rights, and (v) goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence, including divisions, continuations, continuations in part, renewals, reissues and extensions of the foregoing (as applicable) and other rights analogous to those set forth herein and any other proprietary rights relating to intangible property, regardless of whether such rights arise under Canadian law or the law of the United States or any other province, state, country or jurisdiction.

1.9. **"Launch Date"** means the worldwide release date of the first Game, which shall be no later than August 1 2020 or such other date as may be agreed to by the Parties in writing.

1.10. **"Licensed Properties"** means C&C owned or controlled characters, animated characters and visual images related to the C&C Franchise featuring Cheech and Chong as listed in Schedule A attached hereto.

1.11. **"Licensed Rights"** is defined in Section 2.1(a) of this Agreement.

1.12. [REDACTED]

1.13. **"Person"** means any individual, corporation, partnership, association, trust, governmental authority or other entity or organization.

1.14. **"Royalties"** are described in Section 3.2(a) of this Agreement.

1.15. **"Sell-Off Right"** is defined in Section 8.4(b) of this Agreement.

1.16. **"C&C Indemnified Parties"** is defined in Section 8 of this Agreement.

1.17. **"C&C IPR"** means IPR owned or controlled by C&C in connection with the C&C Franchise that, but for the licenses granted in Section 3 hereof, would be infringed by LDRLY and its Affiliates in exploiting the Licensed Properties in the Field of Use.

1.18. **"C&C Trademarks"** means the trademarks listed in Schedule B to this Agreement

1.19. **"Term"** is defined in Section 9.1(a) of this Agreement.

2. Exclusive Licenses to LDRLY, Marking, Standstill Obligations, and Royalties.

2.1 Exclusive License

(a) C&C hereby grants LDRLY and its Affiliates with worldwide, exclusive, royalty-bearing, sub-licensable, (solely as per the terms of this Agreement), licenses, under the C&C IPR, that are necessary for LDRLY and its Affiliates to: (i) use, reproduce, modify, prepare derivative work of, perform, display the Licensed Properties only in connection with the Field of Use; (ii) make and have made the Game; (iii) offer for sale, distribute and sell the Game as well as digital items within the Game, for use in the Field for the duration of the Term. (all of the foregoing including (i) – (iii) are referred to herein as **"Licensed Rights"**). For the avoidance of doubt, the foregoing licenses include a worldwide, exclusive, royalty-free, and sub-licensable, as per the terms of this Agreement, license to use, reproduce, display and otherwise exercise all rights under the C&C Trademarks in the Field. Both Parties acknowledge and agree that the commercialization of any of the Licensed Rights shall be at LDRLY's sole discretion.

Pg. 2:

Section 1.12: Redacted definition pertaining to royalties payable under the Agreement.

(b) LDRLY may sublicense the Licensed Rights only to its: (i) vendors, consultants, contractors and suppliers, in connection with their providing services to LDRLY; and (ii) distributors, customers and end-users, in connection with the distribution, licensing, offering and sale of current and future Games within the Field of Use.

(c) Rights with respect to C&C IPR not explicitly granted to LDRLY under this Agreement shall be retained and reserved by C&C and are expressly excluded from this Agreement and the Licensed Rights.

(d) If after two years have passed from the Launch Date of the Game, LDRLY has not paid Royalties to C&C in excess [REDACTED] the Licensed Rights will be made non-exclusive, and C&C will be able to pursue other projects in the Field, pursuant to Sections 2.3 and 2.4.

2.2 Marking.

(a) Each Game shall include in its opening loading screens a logo of C&C, to be provided by C&C, at location and size as mutually agreed upon by C&C and LDRLY, as well as logo of LDRLY or any of its Affiliates. The foregoing shall not require LDRLY to affix any trademark numbers to the Game. C&C shall assign an approval contact "**C&C APPROVAL CONTACT**" at the beginning of the term who will be the point of contact for the art approvals during the term. LDRLY shall have sole discretion in designing the layout for the Game with meaningful consultation with the C&C APPROVAL CONTACT.

(b) LDRLY shall include a brief treatment (Schedule C) to be approved by C&C. Any significant deviation from that treatment will require approval by C&C APPROVAL CONTACT.

(c) C&C APPROVAL CONTACT shall review and approve the character outlines and likenesses of Tommy Chong and Cheech Marin, as noted in Section 1(a) of Schedule A, developed by LDRLY for use in the Game. C&C's review and approval of such use shall not be unreasonably withheld or delayed, and the absence of response to any such review request by LDRLY [REDACTED] business days of submission of such request to C&C by LDRLY, C&C shall be deemed to have rejected such submission.

(d) If C&C materially modifies the Licensed Properties or its logo, then C&C shall notify LDRLY about such modification, and LDRLY shall ensure said changes are reflected in the Licensed Properties and C&C logo appearing in the Game, and any advertising materials for the Game, as of the next available release or publication date. (For the purposes of this Section 2.2(c), the next available date is determined to be the nearest date for which the Game or advertising materials, have not yet been finalized or submitted for release or publication.) Notwithstanding the foregoing, any additional Licensed Properties added to Schedule A following the Effective Date shall not be treated as a modification pursuant to this Section 2.2(c).

2.3 C&C Standstill Obligations. During the Term, C&C shall not, directly or indirectly: (i) offer or grant to any third Person, nor shall it or any of its Affiliates utilize, the right to sell, distribute or otherwise exploit the Licensed Properties within the Field of Use; or (ii) permit or solicit any third Person to purchase, license, access or otherwise evaluate or encumber the Licensed Properties with the intent to procure or acquire an interest in or to exploit such Licensed Properties in the Field of Use, without first granting LDRLY the Right of First Negotiation.

(a) 2.4 [REDACTED]

Pg. 3: Redactions include:

Subsection 2.1(d): dollar amounts payable;

Subsection 2.2(c): duration of review period for character outlines and likenesses;

Section 2.4: rights of first offer;

[REDACTED]

3. Financial Terms. Unless otherwise agreed in writing signed by the Parties' respective officers or except as otherwise expressly set forth in this Agreement, the Parties shall bear their respective costs relating to performance under this Agreement without any financial obligation to the other Party.

3.1 [REDACTED]

3.2 Royalty.

(a) In consideration of the licenses granted in Section 2 above and subject to other terms and conditions hereunder, LDRLY shall pay C&C royalties calculated as a percentage [REDACTED] ("Royalties"): [REDACTED] the term. [REDACTED]

(b) [REDACTED]

3.3 Royalty payments will be made n [REDACTED] shall include a summary statement detailing their calculation [REDACTED]

3.4 The Parties shall meet to negotiate in good faith appropriate adjustments to the Royalties, in the event: (i) that any of the Licensed Rights are no longer exclusively under the control of C&C, or such rights are invalidated, or (ii) an infringement claim related to any of the Licensed Rights is filed by a third Person against LDRLY.

4. Ownership and Representations and Warranties.

4.1 Ownership.

Pg. 4: Redactions include:

Section 3.1: Provision as to payment dollar amounts.

Section 3.2(a) and (b): Royalty percentage amounts and payment calculation processes.

Section 3.3: Royalty payment processes.

(a) C&C shall remain the exclusive owner of the Licensed Properties and the C&C Trademarks.

(b) Any Intellectual Property Rights invented, generated or developed by or on behalf of LDRLY in connection with the Licensed Rights, including but not limited to the Game and any all tangible or intangible know-how, knowledge, concepts, trade secrets, technical information, ideas, processes, methods, source code and object code, techniques and specifications therein, shall be the sole and exclusive property of LDRLY. Notwithstanding anything contained in this Section 4.1(b), the Parties acknowledge and agree that C&C shall retain the exclusive ownership rights to the Licensed Properties and C&C Trademarks and that nothing in this Section 4.1(b) shall be deemed to have granted, transferred or assigned any rights therein to LDRLY, other than the rights licensed under this Agreement.

4.2 Representations and Warranties of C&C. C&C represents and warrants that as of the Effective Date:

(a) The grant of the licenses and rights under this Agreement does not and will not conflict with or result in a violation or breach of any of the terms, conditions or provisions of the articles of incorporation, by-laws, operating agreement or corporate governance documents of C&C or of any provision of any agreement to which C&C is bound, or conflict with or result in a violation or breach of any term or provision of any law, rule, ordinance, regulation, or any judicial or administrative order applicable to C&C or to the Licensed Rights, as applicable.

(b) C&C is the sole and exclusive owner or licensee of all right, title and interest in and to the Licensed Rights, including all the names, characters, symbols, designs, likenesses, and visual representations, among other things, comprising the Licensed Properties. C&C has not sold, given, hypothecated, assigned or otherwise transferred any right, title or interest in or to the Licensed Rights in the Field in a manner that would interfere with the license granted to EGS herein, prior to the Effective Date or and shall not do so during the Term of this Agreement.

(c) All Persons involved in the conception, making, development and work related to the Licensed Rights have entered into written agreements with C&C assigning to C&C all of such Persons' right, title and interest in and to the Licensed Rights.

(d) C&C has the authority and power to grant the licenses set forth herein. C&C has not made any covenant not to assert the Licensed Rights against any Person.

(e) The Licensed Rights do not infringe or misappropriate any Intellectual Property Rights of any Person and no claim, whether embodied in a claim, past or present, for infringement or misappropriation of any Intellectual Property Right, has been made or is pending against C&C or any C&C Affiliate. C&C has no reason to believe any third Person has the right to make any such claim.

(f) No third Person rights or any facts exist that would jeopardize the validity and/or enforceability of any of the Licensed Rights.

(g) No notice to, filing with, authorization of, exemption by, or consent of any government agency or any other Person is required for C&C to consummate the transactions contemplated by this Agreement.

(h) To the best of C&C's knowledge there are no actions, suits, disputes, proceedings or governmental investigations pending or contemplated or, threatened against or affecting the transactions or the value of the Intellectual Property or licenses contemplated by

this Agreement or restricting or limiting the Licensed Rights. C&C is not subject to any order, judgment, decree, stipulation or consent of or with any governmental authority that affects or may affect the transactions contemplated by this Agreement or restricting or limiting the use of the Licensed Rights.

(i) C&C has not obtained any license from any Person under any Intellectual Property Rights related to designing, developing using, making, selling, offering for sale, importing or distributing the Game.

(j) C&C does not own, and does not have the right to grant licenses or sublicenses to, any Intellectual Property Rights not included in the Licensed Rights that would or could be infringed by the sale, use or manufacture of the Game.

(k) There are no actions, suits or claims pending against C&C challenging C&C's ownership or control of the Licensed Rights and C&C has not received any written notice of any such actions, suits or claims.

4.3 Representations and Warranties of LDRLY. LDRLY represents and warrants that as of the Effective Date:

(a) LDRLY has the right and power to enter into and perform this Agreement and this Agreement does not conflict with, or result in any breach or termination of (i) any agreement, instrument, order, or judgment, or (ii) any other restriction to which LDRLY is a party or by which LDRLY is bound.

(b) No notice to, filing with, authorization of, exemption by, or consent of any government agency or any other Person is required in order for LDRLY to consummate the transactions contemplated by this Agreement.

(c) LDRLY is a corporation incorporated pursuant to the laws of the Province of British Columbia and is good standing.

5. Confidential Information.

5.1 Confidentiality. For purposes of this Agreement, the term "**Confidential Information**" means any proprietary information of either Party whether or not marked or stamped as confidential, including plans or any other information relating to any work in process, future development, marketing or business plan or financial or personnel matter relating to such Party, its present or future products, sales, suppliers, customers, employees, investors or business. Each Party will maintain in confidence all Confidential Information disclosed by the other Party. Each Party agrees that it will not use, disclose to any third Person or grant use of such Confidential Information except as expressly authorized by this Agreement or by the other Party. Each Party agrees to use at least the same standard of care as it uses to protect its own confidential information of a similar nature to ensure that its employees, agents or consultants do not disclose or make any unauthorized use of such Confidential Information, but in no case less than a reasonable standard of care. Each Party may use the other Party's Confidential Information solely to perform its obligations under this Agreement. Each Party will disclose the other Party's Confidential Information only to those of such Party's Affiliates, employees, and subject to the other Party's prior written approval, consultants and contractors who need to know such information. Each Party certifies that each such Affiliate, employee, consultant and contractor will have agreed, either as a condition to employment or in order to obtain the other Party's Confidential Information, to be bound by confidentiality terms and conditions substantially similar to those terms and conditions applicable to each Party under this Agreement. Each Party will promptly notify the other Party upon discovery of any unauthorized use or disclosure of such Party's Confidential Information. The Parties agree that the

existence of this Agreement and its terms will also be considered Confidential Information and agree not to disclose the terms of this Agreement to a third Person without the prior written consent of the other Party, except (i) as required to enforce the terms of this Agreement, (ii) to financial institutions, accountants, advisors and counsel or (iii) as required by law, regulation or the order of a court of competent jurisdiction. A disclosure of any Confidential Information (i) in response to a valid order by a court or other governmental body or (ii) as otherwise required by law will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that the Party making such disclosure will provide prompt prior written notice thereof to the owner Party to enable the owner Party to seek a protective order or otherwise prevent such disclosure. The foregoing obligations of confidentiality in this Section 5.1 will not apply to the extent that it can be established by the receiving Party by competent proof that such Confidential Information: (i) was generally available to the public or otherwise part of the public domain at the time of disclosure to the receiving Party; (ii) became generally available to the public or otherwise part of the public domain after the owner Party disclosed such information to the receiving Party, other than through any act or omission of the receiving Party in breach of this Section 5.1, or (iii) was independently created or developed by such Party without reference to the Confidential Information of the other Party.

5.2 Publicity. Neither Party shall, without the prior written consent of the other, disclosure to any third Person the terms or provisions of this Agreement or any subsequent arrangement(s) between the Parties concerning any activities hereunder.

5.3 Maintenance and Enforcement.

(a) C&C shall have the obligation, at its own expense, to maintain all the C&C Trademarks.

(b) LDRLY shall have the exclusive right, at LDRLY's sole cost, to enforce LDRLY's rights in and to the Licensed Rights during the Term of this Agreement against any Person that LDRLY reasonably believes is infringing or misappropriating any of the Licensed Rights. LDRLY shall have sole control of any such action. C&C agrees to cooperate with LDRLY and provide LDRLY all reasonable assistance in connection with any such enforcement actions by LDRLY, and, if requested by LDRLY and considered appropriate by C&C, C&C will in connection with any such enforcement action or suit participate as a named Party. C&C will provide all reasonable assistance to LDRLY in connection with the foregoing and will continue to participate in any such legal proceedings for so long as LDRLY may request. LDRLY shall be entitled to recover all damages and/or benefit from any settlements in connection with any such legal proceeding maintained by LDRLY, subject to reimbursement to C&C of any actual third party costs incurred by C&C in supporting any action, paid *pro rata, parri passu* with LDRLY reimbursements. In any circumstance where LDRLY lacks standing to bring such action, C&C shall join any such enforcement action at LDRLY's sole cost.

6. Limitation of Liability.

6.1 EXCEPT FOR THE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, A PARTY'S BREACH OF ANY CONFIDENTIALITY REQUIREMENT UNDER THIS AGREEMENT, A PARTY'S WILLFUL ACTS, OR C&C'S BREACH OF ANY EXCLUSIVITY REQUIREMENT UNDER THIS AGREEMENT, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER ANY THEORY OF RECOVERY OR LIABILITY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY), BREACH OF WARRANTY, OR OTHERWISE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, NON-COMPENSATORY OR CONSEQUENTIAL LOSS OR DAMAGE RELATED TO THE PERFORMANCE OF THIS AGREEMENT; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE, EVEN IF THE APPLICABLE PARTY IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. THIS LIMITATION IS SEPARATE AND INDEPENDENT

OF ANY OTHER REMEDY LIMITATIONS AND SHALL NOT FAIL IF SUCH OTHER LIMITATION ON REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7. Indemnification by C&C. C&C shall, at its cost and expense, (i) indemnify & hold harmless LDRLY, its Affiliates and each of its respective officers, directors, employees and successors and assigns (collectively, the "**LDRLY Indemnified Parties**") from and against any third Person claim, suit, action or demand brought against an LDRLY Indemnified Party ("**Claims Against LDRLY Indemnified Parties**") arising out of (a) the infringement or misappropriation of any third Person's Intellectual Property Rights by the Licensed Rights or the C&C Trademarks, licensed hereunder; (b) the infringement or misappropriation of any third Person's Intellectual Property Rights by any materials supplied by C&C to LDRLY pursuant to this Agreement; (c) the material breach by C&C of any representation or warranty of C&C under this Agreement; or (d) material breach by C&C of its obligations under this Agreement.

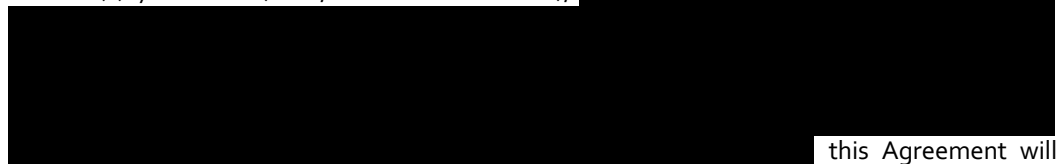
8. Indemnification by LDRLY. LDRLY shall, at its cost and expense, (i) defend C&C and its officers, directors, employees and successors and assigns (collectively, the "**C&C Indemnified Parties**") from and against any third Person claim, suit, action or demand brought against a C&C Indemnified Party ("**Claims Against C&C Indemnified Parties**") arising out of, related to or in connection with (a) the infringement or misappropriation of any third Person's Intellectual Property Rights by any materials supplied by LDRLY to C&C pursuant to this Agreement; (b) the material breach by LDRLY of or material inaccuracy of any representation or warranty of LDRLY under this Agreement; (c) material breach by LDRLY of its obligations under this Agreement and/or (d) the development, production, and/or exploitation of the Game; and (ii) indemnify and hold the C&C Indemnified Parties harmless from and against all claims, demands, costs, losses, damages and liabilities associated with any Claims Against C&C Indemnified Parties.

9. Term and Termination.

9.1 Term.

(a) This Agreement will commence on the Effective Date and will continue until the end of the two (2) year period following the Launch Date, unless terminated earlier in accordance with this, Section 9 (including any Renewal Term, as defined herein, collectively referred to as the "**Term**")

(b) Subject to this Section 9, this Agreement may be renewed for additional periods of one (1) year each (each, a "**Renewal Term**"),

 this Agreement will automatically renew for an additional period of one (1) year (each, a "**Renewal Term**"), and LDRLY shall have the sole discretion to choose not to extend the Term by one Renewal Term.

9.2 Mutual Termination Rights.

(a) If either Party materially breaches this Agreement, the non-breaching Party may terminate this Agreement by written notice; provided, however, that no termination will be effective until the non-breaching Party provides written notice of such breach to the other Party and such Party fails to cure such breach within ten (10) days of such notice. Notice of termination for cause will be in writing and sent by email, certified mail, postage prepaid, return receipt requested.

Section 9.1: Redactions include specific renewal payment amounts.

(b) If either Party becomes unable to pay its bills as they become due and for more than one (1) calendar quarter; a trustee or receiver of either Party's property is appointed, which trusteeship or receivership is not dismissed within one hundred and twenty (120) days of such appointment; either Party makes an assignment for the benefit of creditors; a petition in bankruptcy is filed by or against either Party and such petition is not dismissed within one hundred and twenty (120) days of such appointment; or either Party terminates or liquidates its business, such Party shall promptly notify the other Party, and the other Party may immediately terminate this Agreement on written notice to the notifying Party.

9.3 Other Termination Rights

(a) LDRLY:

(i) At any time during this Agreement, LDRLY shall provide C&C written notice thereof and this Agreement shall terminate the date that is three (3) months from the date of such notice.

(ii) LDRLY shall have a right to terminate this Agreement on immediate notice if C&C or any product using any of the Licensed Properties or the C&C brand is or will be the subject of material adverse publicity, of which in LDRLY's sole but commercially reasonable judgment is or is reasonably likely to be detrimental to the goodwill associated with the Game, the LDRLY brand, LDRLY's business, or LDRLY's related companies or their businesses.

(b) C&C:

(i) C&C may terminate this Agreement on written notice to LDRLY if LDRLY fails to cure a non-payment breach of this Agreement within ten (10) business days of having received written notice of such non-payment breach from C&C, unless LDRLY's non-payment is due to a disputed payment request by C&C.

(ii) C&C shall have the right to terminate this Agreement on immediate notice if LDRLY is or will be the subject of material adverse publicity, of which in C&C's sole but commercially reasonable judgment is or is reasonably likely to be detrimental to the goodwill associated with the Game, the C&C brand, C&C's business, or C&C's related companies or their businesses.

9.4 Effect of Termination.

(a) Upon any termination or expiration of this Agreement, each Party will cease all use of and return the other Party's property and Confidential Information, except to the extent such property or Confidential Information is needed to be retained for a Party to exercise any surviving rights.

(b) For the avoidance of doubt, any termination or expiration shall not affect LDRLY's obligation to pay any Royalties owed.

(c) Provided LDRLY continues to pay Royalties as required under the Agreement and provided this Agreement is not terminated by C&C pursuant to Section 9.3(b), or by LDRLY's breach, then upon termination or expiration of this Agreement, LDRLY shall have the right to sell-off product and satisfy any outstanding orders for a period of no longer than three (3) months

from the date of termination of this Agreement ("**Sell-Off Right**"). During such period, the Licensed Rights shall be non-exclusive.

(d) NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY THEORY OF RECOVERY OR LIABILITY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY), BREACH OF WARRANTY, OR OTHERWISE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, NON-COMPENSATORY OR CONSEQUENTIAL LOSS OR DAMAGE RELATED TO THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

10. Miscellaneous.

10.1 Language. The Parties confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, be drawn up in the English language only.

10.2 Notices. All notices and requests under this Agreement (i) shall be in writing, (ii) may be delivered personally, sent by commercial courier with tracking capabilities - costs prepaid, emailed, mailed by certified or registered mail - return receipt requested with postage prepaid, at the option of the sending Party, and (iii) shall be sent to and shall be effective on the date of recorded delivery at the receiving Party's address for notice. The initial address for notice is set forth below. Any subsequent address for notice shall be changed by notice given pursuant to this Section 10.

If to LDRLY:

LDRLY (Technologies) Inc,
104 Front St
Nanaimo, BC
V9R 5H7, Canada
Attention: CEO

If to C&C:

CHEECH & CHONG, LLC

[REDACTED]

10.3 Assignment.

[REDACTED]

10.4 Waivers. No waiver by a Party of any condition or breach of any provision of this Agreement will be effective unless in writing, and no waiver in any one or more instances will be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other provision.

10.4 Counterparts. This Agreement may be executed simultaneously in identical counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

Section 10.2: Redacted contact information for Cheech & Chong, LLC.

Section 10.3: Redacted information regarding ability to assign interest under agreement.

10.5 Construction. The Section headings are for convenience only and will not be deemed part of this Agreement. Any rule of construction resolving ambiguities against the drafting Party will not apply in the interpretation of this Agreement. No specific representation, warranty or covenant contained in this Agreement will limit the generality or applicability of a more general representation, warranty or covenant.

10.6 Independent Contractors. Each Party's relationship with the other is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to create a partnership, agency, joint venture or employment relationship. Neither Party will be entitled to any of the benefits that the other may make available to its employees, including group health or life insurance, profit sharing or retirement benefits. Neither Party is authorized to make any representation, contract or commitment on behalf of the other.

10.7 Severability. If any provision of this Agreement is unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions; provided, however that if the Parties are unable to so change the provision, then the affected Party may terminate this Agreement upon thirty (30) days notice.

10.8 Governing Law. This Agreement is governed by and will be construed in accordance with the laws of Los Angeles, California and the laws of United States of America applicable therein. For the purpose of all legal proceedings, this Agreement will be deemed to have been made and performed in the Province of British Columbia and the courts of Los Angeles, California, United States of America will have exclusive jurisdiction to entertain any action arising under this Agreement. LDRLY and C&C each hereby attorns to the jurisdiction of the courts of Los Angeles, California, United States of America. To the extent permitted by applicable laws, each Party hereby waives the right to trial by jury of any such suit, action or proceeding.

10.9 Survival. Neither the expiration nor the earlier termination of this Agreement will release either of the Parties from any obligation or liability that accrued prior to such expiration or termination. The provisions of this Agreement requiring performance or fulfillment after the expiration or earlier termination of this Agreement, including this Section 10.9, and such other provisions as are necessary for the interpretation thereof and any other provisions hereof, the nature and intent of which is to survive termination or expiration of this Agreement, will survive the expiration or earlier termination of this Agreement.

10.10 Further Acts and Assistance. C&C agree to perform, during the term of this Agreement, all acts necessary to permit LDRLY and its Affiliates, at LDRLY's expense (except as otherwise set forth in this Agreement), in obtaining, perfecting and enforcing the full benefits, enjoyment of the rights granted LDRLY and its Affiliates under this Agreement.

10.11 Entire Understanding. This Agreement and the attached exhibits set forth the entire agreement and understanding of the Parties in respect to the transactions contemplated and supersedes all prior agreements, arrangements, representations, term sheets, and understandings relating to the subject matter of this Agreement. This Agreement may be amended, modified or supplemented only in a writing signed by respective officers of the Parties. This Agreement is not intended to confer upon any person, other than the signing Parties, any rights or remedies.

[SIGNATURE PAGE FOLLOWS]

Redacted: execution page for license agreement.

Schedule A – Licensed Properties

Licensed Properties. C&C grants LDRLY license of the following properties, for the explicit purpose of exploiting said Licensed Properties in the Field of Use in accordance with the terms of this Agreement.

- (a) For the avoidance of doubt, the Licensed Properties hereunder represent the names, likenesses, personal attributes, and associated storylines, as portrayed in comedy albums, music albums, and stand-up (excluding logos, clips and audio).
- (b) Additional Licensed Properties may be added as mutually agreed upon by the Parties.
- (c) [REDACTED]

1. Characters

- (a) Cheech and Chong (Stand Up)
 - (i) Tommy Chong
 - (ii) Cheech Marin

- (b) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] in:

[REDACTED]

[REDACTED]

[REDACTED]

Redacted: specific intellectual property descriptions

Redacted: Confidential game treatment