

## **WORLDWIDE LICENSE AND DISTRIBUTION AGREEMENT**

This License Agreement (the "Agreement") is made on August 6, 2015 (the "Effective Date") by and between Cymbal Inc. (the "Licensor," or "Cymbal"), a corporation organized and existing under the laws of the Country of Canada, located at 6 Cray Crescent, Kitchener, Ontario, N2B 1C6 and B-Cafetal, Inc. (the "Licensee" or "BCF"), a corporation organized and existing under the laws of Nevada, located at 2000 Main Street, Suite #533, Woodbridge, NJ 07095.

### **RECITALS**

WHEREAS, Licensor has created a brand of products in the health and wellness industry, focusing primarily in the snack food sector - as set forth on Schedule A attached hereto (the "Products") - and desires to grant to Licensee the exclusive right and license to sell and distribute the Products on a worldwide basis.

WHEREAS, Licensor and Licensee desire that the Agreement be an exclusive license for an initial term of Ten (10) years.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

### **I. LICENSE GRANT**

#### **1.1 Product and Brand License**

Licensor hereby grants to Licensee an exclusive license to use, market, sell, distribute and otherwise commercially exploit, the Products in the countries set forth on Schedule B (the "Territory") subject to the terms and conditions hereafter set forth in the Agreement.

#### **1.2 Term of License**

This Agreement is effective upon the Effective Date. This Agreement will last for an initial term of ten (10) years (the "Initial Term"). Thereafter, this Agreement will renew automatically for sequential five (5) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless each party, within thirty (30) days prior to the end of the Initial Term of the applicable Renewal Term, as the case may be, notifies the other party in writing of its intent to terminate this Agreement.

### **II. MISCELLANEOUS**

#### **2.1 Notice**

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) to the parties at their addresses set forth above.

#### **2.2. Governing Law**

This Agreement shall be governed by, and construed in accordance to the laws of New York.

