

LICENCE AGREEMENT

THIS LICENCE AGREEMENT ("Agreement") is made the _____ day of _____ 20____ (the "Effective Date")

BETWEEN:

- (1) [APPLICANT] _____ (the "Licensee"),
[insert description and address] _____; and
- (2) **HEMPTURE**, an Irish company having its registered office at 6A ABBEY STREET UPPER, DUBLIN 1, IRELAND, company no. 544554, ("**Hempture**").

WHEREAS:

- A. Hempture is a member of the IIHA, which includes all IIHA APPROVED WEBSITES. HEMPTURE is the owner of the www.Hempture.ie website, mobile application, and underlying databases and computer programs and all of its related content, intellectual property rights, design, layout and operational know-how, as well as the data that relates to the business of Hempture, (together, the "**Database**"). Hempture exclusively distributes its own services via IIHA APPROVED partners, and is also authorised to offer services of other members of the IIHA using their data, online through Hempture.ie and any unauthorised selling of these services by third parties is strictly prohibited.
- B. The Licensee wishes to obtain a non-exclusive licence to access information from the Database for the purpose of displaying information regarding product information from Hempture.ie and/or other IIHA members websites.
- C. The Licensee is engaged in the business of comparing prices and/or providing information on products through the internet. It does not sell, or purport to sell HEMPTURE or IIHA PRODUCTS.
- D. Hempture offers Licensee a choice of a non-exclusive licence to access the Database via application programming interfaces designated by Hempture (the "**Hempture API**") to perform PFT requests of:
- i. Up to a maximum of 50 requests per minute ("**Type A**"); or,
 - ii. Up to a maximum of 200 requests per minute ("**Type B**").
- E. The Licensee enters into this Type A / Type B* Agreement with Hempture on the terms and conditions set out below.

1. LICENCE

- 1.1 Hempture grants to the Licensee a non-exclusive licence to access the Database for the sole and only purpose of enabling the Licensee to use for price comparison and/or consumer information. As part of its agreement to these licence terms, the Licensee shall not use the data to sell (or facilitate, permit or assist others to sell) Hempture products
- 1.2 The Licensee must perform requests only through the Hempture.ie and only for the particular product requested by each consumer. At no time can requests from the Licensee exceed 200 per minute. The Licensee must obtain approval from Hempture in advance of commencing access to the Database. Hempture reserves the right to change at any time without notice the procedures and methods (including data format and security parameters) for access.
- 1.3 It is understood that the Licensee, in its business as a price comparison and/or product information website, will distribute the info to prospective consumers directly via the Licensee's own website. In cases where the Licensee is a software provider and intends to pass the info on to third party websites, the Licensee will procure that those third party websites comply with the provisions of this Agreement as if they were a direct licensee under this Agreement. Failure to do so will constitute a breach of the Agreement and will result in the immediate termination of the Agreement.

2. TERM AND TERMINATION

- 2.1 The parties shall enter into this Agreement for a one year period from the Effective Date, subject to automatic renewal.
- 2.2 Each of the parties shall have the right to terminate the Agreement without cause upon giving 30 days' written notice to the other.
- 2.3 Each of the parties shall have the right to terminate the Agreement with immediate effect upon giving 7 days' written notice, where the other party commits a material breach of the Agreement, unless such breach is remedied within 7 days of receipt of the notice.

* Strikethrough inapplicable underlined text and initial as appropriate.

- 2.4 Hempture reserves the right to vary the terms of the Agreement at any time. Any such changes will be posted on the Terms of Use section of Hempture.ie

3. HEMPTURES OBLIGATIONS

- 3.1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged (Type A Agreement only)*, Hempture shall permit the Licensee to access the Hempture database contained therein in accordance with the procedures set out at paragraph 1.2 and subject to the terms of the Agreement.

4. OBLIGATIONS OF THE LICENSEE

- 4.1 The Licensee shall pay a fee of €1400 per annum for the Type B Agreement.* The Licensee agrees to use this licence in compliance with and for the purposes set out at paragraph 1. In particular, the Licensee shall not use the PFT to sell (or facilitate, permit or assist others to sell) Hemptures's products or any other Hempture services or products.
- 4.2 The Licensee shall redirect all sales and consumer enquiries, prospective or otherwise, regarding Hempture products to Hempture homepage or, in respect of IIHA WEBSITES, to the relevant IIHA MEMBER member website. (If there is no redirect available for then these shall be redirected to the Hempture homepage www.Hempture.ie
- 4.3 The Licensee is prohibited from targeting consumers by displaying any marketing content or any other communications, including through pop-ups, at any time during or after the consumer is redirected to, and/or has completed a purchase on Hempture.ie (or as applicable on the relevant website of the IIHA member).
- 4.4 The Licensee hereby agrees to indemnify Hempture and the IIHA from and against any liabilities, damages, judgments, losses, costs (including costs of defending claims or litigation) and expenses arising out of the Licensee's access to the database in a manner inconsistent with the procedures referred to at paragraph 1.2. In respect of IIHA members, Hempture shall be entitled to rely upon and enforce this indemnity for them (or any of them) as their agent or trustee.
- 4.5 The Licensee warrants not to interfere with the database. Specifically, the Licensee agrees not to amend or alter, decompile or reverse engineer, modify or create a derivative work; remove, obscure, or modify copyright notices; sell, distribute or commercially exploit the information; introduce any computer virus or other malware to the Database and/or Hempture API's; or transfer, assign or sublicense the Agreement.
- 4.6 The Licensee shall notify Hempture as soon as it becomes aware of any suspected or threatened infringements of the Agreement or the Database, or infringements of or unauthorised access to Hempture's intellectual property, the API, the Hempture API or Database by any third party.

5. LIMITATION OF LIABILITY AND WARRANTIES

- 5.1 Neither Hempture nor any IIHA member shall be liable for loss or damage of any kind (including but not limited to such loss or damage arising from breach of contract or warranty or from negligence or strict liability), or for interrupted, delayed, or non-provision of communications, errors in, lost business, lost data or lost profits, arising out of or in connection with the Agreement or arising out of or in connection with the use by the Licensee (or persons authorised by the Licensee) of the the Hempture API or Database. Without prejudice to the foregoing, under no circumstances shall Hempture or any IIHAnmember be liable to the Licensee for more than €100 for a Type A Agreement or €5,000 for a Type B Agreement (whether such liability arises from breach of the Agreement, breach of warranty or otherwise, and whether in contract or in tort, including negligence and strict liability).
- 5.2 Except as expressly warranted in this Agreement, each party expressly disclaims any further warranties, either express or implied, including but not limited to, the implied warranties of suitable quality, fitness for a particular purpose, non-infringement, and title.

6. FORCE MAJEURE

Neither Hempture nor any IIHA member will be responsible for any delay or failure in performance resulting from any cause beyond its control.

7. APPLICABLE LAW AND JURISDICTION

The Agreement and any disputes arising out of or in connection with it shall be governed by the laws of Ireland. Any disputes not resolved amicably will be subject to the jurisdiction of the Irish Courts, save at the sole discretion of Hempture which may bring an action in the jurisdiction in which the Licensee operates.

* Strikethrough inapplicable underlined text and initial as appropriate.

8. ENFORCEABILITY BY HEMPTURE / IIHA

HEMPTURE retains its right to enforce its trademarks, copyrights, patents, trade secrets, intellectual property rights and other rights, including the Terms of Use of the HEMPTURE website, Database and HEMPTURE API against any violation thereof. In addition, paragraphs 4.1, 4.3, 4.4, 4.5 and 5 shall survive termination or expiry of this Agreement.

Each person signing the Agreement represents and warrants that he or she is duly authorised and has legal capacity to execute and deliver the Agreement.

Signed by: _____,

Signed by**: _____,

Title: _____,

Title: _____,

For and on behalf of **HEMPTURE**

For and on behalf of **LICENSEE**

**Print name.