

Thank you for your interest in GIY Materials!

These materials are being provided to you under limited license from Ecovative Design, LLC (“Ecovative”). Ecovative is the owner of the technology and intellectual property related to these materials, and is the beneficiary of this Agreement. No term within this Agreement shall be construed to provide any ownership or other rights to you of the technology or intellectual property related to these materials (including trademark rights), except as may be expressly provided for herein.

Below is the agreement to purchase and use these materials.

To address the most frequently asked questions:

- **Your Design.** You may use the GIY Materials to develop and sell molded products. Any molded product designs you develop are your own.
- **No Royalty.** You may market and sell the molded products you make from the GIY Materials without payment of royalties to Ecovative, subject to the limits in this license.
- **Limitations.** Your rights in this agreement are subject to certain limitations, including limits on the volume of raw materials you purchase or produce, and the amount of molded products you sell, as described in this agreement. If you are interested in producing higher volumes of molded products, please contact **Ecovative**.
- **Licensed Technology.** This is a limited license including a confidentiality requirement. Ecovative will continue to own the technology, intellectual property, and improvements for growing materials using mycelium.

The foregoing is subject to the below terms and conditions:

GIY AGREEMENT

The terms and conditions contained in this GIY Agreement (the “Agreement”) govern your use of the GIY Materials and your relationship with Ecovative Design, LLC (“Ecovative”). Please read them carefully as they contain very important information about your rights and obligations, as well as limitations and exclusions that may apply to you. This document contains a dispute resolution clause and waiver of right to jury.

BY CLICKING ON THE “ACCEPT” BUTTON, YOU ARE CONSENTING TO BE BOUND BY, AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, PLEASE CLICK THE “DO NOT ACCEPT” BUTTON OR LEAVE THE WEBSITE.

The GIY Materials

The GIY Materials are comprised of: (1) a package of blended growth material including Ecovative’s proprietary mycelium strain with instructions and specifications for growing these materials into a molded product (together with Ecovative’s patents and other intellectual property required or useful for producing mycelium-based molded materials, the “Ecovative IP”); and (2) any planting and/or packing kit that you have selected with your purchase (together with the Ecovative IP, collectively, the “GIY Materials”). The instructions and additional information included in the GIY Materials and on the [Grow.Bio website](#) will show you how to use the GIY Materials to grow the blended material and shape it into molded products that you design or develop (the “Products”).

Use of GIY Materials

By purchasing the GIY Materials, Ecovative grants you a limited, non-exclusive, non-transferrable, revocable right to use select Ecovative IP solely to produce the Products, subject to the limitations in this Agreement (the “License”). The terms of such purchase do not provide you with a license to share the contents of GIY Materials with any non-licensed third party, as such GIY Materials are the subject of a limited license including confidentiality terms.

Use of Ecovative's Name

You are permitted to, and we encourage you to, label any Products you sell as follows: "*Grown with Ecovative™ Technology*". Any other use of Ecovative's name or trademarks is prohibited. Use of Ecovative's name, trademarks, or other Ecovative IP in ways not contemplated by this Agreement shall be considered grounds for Ecovative to immediately terminate this limited license. Further, use of Ecovative's name or trademarks in a manner which compromises the goodwill associated with such name or trademarks, or reputation of Ecovative, shall similarly be considered grounds for Ecovative to immediately terminate this limited license. At the termination of this license, the limited license to use Ecovative's name, trademark, and other Ecovative IP shall immediately cease.

Limitations

You are limited to producing for yourself up to a maximum aggregate amount of one metric ton (1,000 kg) of myceliated materials, which typically consist of some type of organic substrate (*e.g.* wood chips, straw, hemp, etc.) which have been inoculated with the materials contained in or derived from the growth materials included in the GIY Materials ("Propagated Materials").

You are limited to selling or transferring to third parties up to a maximum aggregate amount of the lesser of (i) one thousand kilograms (1,000 kg) of Product, or (ii) US\$10,000 in gross sales of Products.

The GIY Materials are provided solely for your individual use. This means that you may *NOT* resell the GIY Materials to any person or company except as part of a Product subject to the limitations in this Agreement.

This License is subject to the restrictions that you DO NOT and will not have any right to:

- (a) transfer or assign any of your rights under this Agreement to another person or company;

- (b) use the GIY Materials to create products where mycelium tissue performs a function usually performed by textiles and/or leather;
- (c) use the GIY Materials in direct contact food packaging applications;
- (d) use the GIY Materials contrary to any safety instructions or other written instructions provided to you; or
- (e) use the GIY Materials for any purpose that is unlawful or prohibited by this License, its terms, and conditions or any other law or statute.

Your Products

Any novel molded product designs, drawings, schematics, or models for Products that you develop belong to you as your “Design-Related Intellectual Property.” Design-Related Intellectual Property refers to the shape, texture, color or other design elements of any Products you make from the GIY Materials but shall not include the GIY Materials themselves, any methods used for creating, growing, or developing the GIY Materials, or any other information or intellectual property arising from or derived from the GIY Materials, all of which is retained by Ecovative.

Improvements

Ecovative is licensing to you the limited right to use certain Ecovative IP under the terms of this Agreement. If you discover an “Improvement” to the Ecovative IP (defined as a new approach or method that incorporates or uses the Ecovative IP), that Improvement belongs to Ecovative. You hereby irrevocably transfer and assign to Ecovative, and agree to irrevocably transfer and assign to Ecovative, all right, title and interest in and to any such Improvement. You may use that Improvement at any time that your License remains in effect. You also agree to take such actions that are reasonably needed, at Ecovative’s expense, to formalize such assignment of the Improvement(s) to Ecovative, and which may be otherwise required to allow Ecovative to protect such Improvement(s).

Title

You acknowledge that the GIY Materials, including any associated written materials and other documentation provided under this Agreement, and all Ecovative IP and any Improvement(s), belong exclusively to Ecovative. You agree to protect the GIY Materials against unauthorized use, reproduction, distribution, or publication in either oral, electronic or physical form. To this end, You agree to maintain the contents of the GIY Materials confidential (including Ecovative IP and any Improvement(s)), except to the extent such contents are or become publicly known without any intervening act or omission by You.

Termination

Ecovative may terminate the License and this Agreement at any time, with or without notice, for any reason, including but not limited to any breach or likely breach of the terms of this Agreement. Upon termination of this Agreement, you must immediately cease and desist all use of the GIY Materials and Ecovative IP.

DISCLAIMER & LIMITATION OF LIABILITY

YOU ACKNOWLEDGE THAT YOU ARE USING THE GIY MATERIALS AT YOUR OWN RISK. THE GIY MATERIALS ARE BEING PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ECOVATIVE WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES, WHETHER DIRECT OR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS OPPORTUNITIES, OR LOSS OF GOODWILL), OR ANY OTHER PECUNIARY LOSS ARISING OUT OF OR RELATING TO THE USE OF,

OR THE INABILITY TO USE, THE GIY MATERIALS EVEN IF ECOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR CIRCUMSTANCES GIVING RISE TO SUCH LOSS, DAMAGE OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE OR LIABILITY IS BASED ON NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT. In no event shall the total liability of Ecovative for any claims arising under this Agreement or the use of the GIY Materials exceed in the aggregate one hundred U.S. dollars (\$100).

YOU MAY NOT INSTITUTE ANY ACTION ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER RECEIPT OF YOUR FIRST GIY MATERIALS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

Indemnification

You shall indemnify and hold harmless Ecovative from and against any and all liabilities, damages, penalties, fines, costs, losses and expenses (including reasonable attorneys' fees and other expenses of litigation) incurred by Ecovative in connection with any claims, actions, suits or proceedings brought by any third-party arising out of or relating to: (i) your use of the GIY Materials; and (ii), the design, manufacture, storage, handling, use, marketing, distribution, offer for sale, sale or promotion of Products.

Limitation to One GIY License. You are limited to obtaining one GIY License. Any purported attempt to obtain any additional GIY License(s), whether by electronically accepting a click-through license on a website or otherwise, shall be void, and shall not operate to extend additional rights to you including any rights to obtain additional Propagated Materials or to sell additional Products.

Disputes; Governing Law. The laws of the State of New York, excluding New York's conflict of laws rules, will apply to any disputes arising out of or relating to this agreement or the GIY Materials.

Jurisdiction; Waiver of Jury Trial. All claims arising out of or relating to this agreement or the GIY Materials will be litigated exclusively in the Federal or state courts located in the County of Albany in the State of New York. You hereby consent to the personal jurisdiction in those courts and agree to waive any objections based on inconvenient forum. **YOU HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JURY.**

No Third Party Beneficiary. Ecovative is the sole beneficiary of this Agreement. This Agreement does not create any third party beneficiary rights.

Waiver. If you do not comply with these terms, and Ecovative does not take any action, this does not mean that Ecovative is giving up any rights that it may have (such as taking action in the future).

Severability. If it turns out that a particular term is not enforceable, this will not affect any other terms and/or conditions in this Agreement.

Authority. You represent that you have the full authority to enter into this Agreement, including if you are purchasing the GIY Materials on behalf of a business entity.

Independent Relationship. This Agreement does not constitute a partnership, joint venture, agency, or employer-employee relationship between us.

Entire Agreement. This Agreement is the entire agreement between you and Ecovative and supersedes all prior agreements, discussions and understandings between you and Ecovative.

No Assignment. You may not assign your rights and duties under this Agreement to any party at any time. Any purported assignment in violation of this clause shall be void.