

Product Supply And Distribution Agreement

This Product supply and Distribution Agreement (the “**Agreement**”) is entered into on October 15, 2019 (the “**Effective Date**”) by and between RYAH Medtech Inc., a New York corporation (“**Company**”), and Harley Street (CPC) Limited, a company formed under the laws of England and Wales (“**Distributor**”). The Company and Distributor are collectively referred to herein as the “**Parties**”.

WHEREAS, Company has developed a proprietary dose-measuring vaporizer called the RYAH vaporizer (the “**Device**”) designed to help patients by capturing medically relevant anonymous data regarding consumption of vaporizable matter (“**Biomass**”) from seed to consumption;

WHEREAS, the Device utilizes proprietary cartridges (the “**Cartridges**”) developed by Company that have a unique QR code that syncs with the RYAH application developed by Company (the “**Application**”);

WHEREAS, Company owns proprietary rights to certain intellectual property, code, hardware, software, names, brands, trademarks, and associated goodwill relating to the Device, Cartridges, and Application;

WHEREAS, the Distributor is a pharmaceutical company and a clinical operator engaged in supplying product for clinical research program with respect to cannabis/hemp Biomass in the United Kingdom (the “**Territory**”) and desires to utilize and distribute the Device and Cartridges in connection therewith;

WHEREAS, Distributor is authorized to run a clinic and undertake a study at the clinic involving prescribing Biomass to its patients and monitor and manage the patients for safety and efficacy;

WHEREAS, Distributor has an arrangement with Vertical Pharma Resources Limited, a fully licensed dispensary (“**Dispensary**”), that will fill the Cartridges with the Biomass and dispense the Cartridges, in accordance with the prescriptions provided by Distributor, and will dispense Devices to the patient on behalf of Distributor, all in compliance with all applicable laws, rules, ordinances, regulations, and guidance as may be amended from time to time (“**Applicable Law**”);

WHEREAS, Dispensary will be the importer of the Device and Cartridges on behalf of the Distributor, in compliance with all Applicable Law;

WHEREAS, the Parties acknowledge that this Agreement shall govern the Parties’ arrangement relating to the production, fulfillment, distribution and sale of the Device and Cartridges, and the Distributor’s use of Company’s intellectual property;

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound,

hereby agree as follows:

1. Purpose.

1.1 Pursuant to the terms of this Agreement, the Company will, in accordance with Distributor's purchase orders from time to time, supply the Distributor or, at Distributor's direction, Dispensary, with (i) the Devices, (ii) unfilled Cartridges, (iii) packaging for the Devices and Cartridges with Distributor's specifications ("**Packaging**"), (iv) access to certain data captured by and belonging to the Company, and (v) customer service relating to the Device, Cartridges, Filling Machine and Application. If requested by Distributor, the Company will provide Distributor or, at Distributor's direction, Dispensary, with a manual filling machine(s) to fill the Cartridges with Biomass sourced by Distributor or Dispensary (the "**Filling Machine**"), subject to the terms of Section 9.

1.2 Pursuant to the terms of this Agreement, Distributor shall be entirely and solely responsible for (i) paying to Company the agreed upon wholesale price of the Devices, buying unfilled Cartridges for the price provided herein and receiving Packaging from the Company, (ii) sourcing and testing raw material in compliance with Applicable Law, (iii) using the Filling Machine to fill the Cartridges with Biomass in compliance with Applicable Law ("**Filled Cartridges**"), (iv) ensuring that any Filled Cartridges are sealed, labeled and packaged in compliance with Applicable Law, (v) distributing and selling the Device and Filled Cartridges in compliance with all Applicable Laws, and (vi) maintaining detailed records relating to the production, distribution and sale of the Device and Cartridges. Notwithstanding the foregoing, to the extent required by Applicable Law, the Distributor shall be permitted to subcontract certain of the foregoing responsibilities to Dispensary, with the prior written consent of the Company, which consent may be granted or withheld by the Company, in its sole discretion.

2. Right to Sell.

2.1 Subject to the terms and conditions herein, the Company grants Distributor an exclusive right to sell the Device and Filled Cartridges in the Territory subject to the terms of this Agreement. Distributor agrees to devote its good faith efforts to the sale of the Device and Filled Cartridges.

2.2 Distributor shall include the Company's Terms and Conditions and Privacy Policy, as may be amended, provided by the Company to Distributor, in any wholesale or retail sale of the Device and Filled Cartridges.

2.3 Distributor shall not sell or agree to sell any Device or Filled Cartridges that Distributor has reason to believe, or would have reason to believe upon reasonable inquiry, will be resold outside of the Territory.

3. Distribution Exclusivity. During the Term of this Agreement, Distributor shall have the exclusive right to distribute the Filled Cartridges and Devices in the Territory (the "**Exclusivity**"). Distributor hereby acknowledges and agrees that any unauthorized marketing and/or publicity disclosing the exclusive rights provided herein shall constitute a material breach of this Agreement. In the event that Distributor fails to purchase the Minimum Purchase Quantity of Devices or Cartridges, **plus or minus 30% of such quantity** set forth on Exhibit A Annexed

hereto, the Company shall have the right, in its sole discretion, to (i) terminate the Exclusivity hereunder and permit Distributor to continue to sell and distribute the Device on a non-exclusive basis, or (ii) terminate the Agreement. Subject to the terms of the Exclusivity, the Company, will cooperate with Distributor and, at its sole expense, provide certain encrypted and customized software/hardware/data (as the case may be) to Distributor to use in connection with the Trial to allow users/patients to provide direct feedback to Distributor. Notwithstanding the foregoing, the obligation of Distributor to purchase, and the rights of the Company with respect thereto, shall be tolled in the event that Distributor's default or delay is caused, directly or indirectly, by fire, flood, earthquake, the elements or other such occurrences; labor disputes, strikes or lockouts; wars, rebellions or revolutions in any country; riots or civil disorder; interruptions or delays in transportation or communications; supply shortages or the failure of the Company to provide the Devices, Cartridges or Packaging hereunder; failure of a Filling Machine upon which Distributor or Dispensary relies for filling Cartridges; or laws, rulings or regulations of any governmental entity.

4. No Right to Control Distributor. Notwithstanding anything to the contrary herein, the Parties acknowledge that this Agreement does not create or provide any: (i) ownership interest by the Company in Distributor; (ii) right to receive any percentage of the profits generated by Distributor's business activities; or (iii) right of the Company to control Distributor's management decisions in the operation of its business.

5. Grant of License. Subject to Distributor's compliance with the terms of this Agreement, the Company hereby grants to Distributor a limited, non-exclusive, non- sublicensable (except as expressly permitted in writing by the Company in its sole discretion), non-transferable, non-assignable license during the Term of this Agreement to use the Company's Marks, the Feedback and Intellectual Property Rights, as defined below, in connection with the sourcing, production, labeling, packaging, distribution, marketing and sale of the Device, Filled Cartridges, and Packaging in the Territory. Notwithstanding the foregoing, Distributor may assign this Agreement with written approval of Company, or without written approval of Company if such assignment is made to any entity that is owned or controlled by, or contains at least a 50% common ownership with, Distributor. For the avoidance of doubt, Distributor is not obligated to use any of the Company's Marks, except that Distributor agrees not to remove any of Company's Marks that appear on the Device, Cartridges, Packaging and/or other materials provided by the Company to Distributor in connection with the foregoing.

6. Intellectual Property.

6.1 Ownership. Distributor hereby acknowledges and agrees that the Company owns all rights, title, and interest to all "Intellectual Property Rights" relating to the Device, Cartridges, Application, Packaging and Marks. Except for the express licenses granted in this Agreement, the Company does not grant to Distributor any right, title or interest in such Intellectual Property Rights. For purposes of this Agreement, "**Intellectual Property Rights**" mean all intellectual property subsisting in the Company's Devices, Cartridges, Applications, and Packaging, including without limitation, the Company's designs, code, elements, materials, data, graphics, interfaces, navigational devices, menus, menu structures or arrangements, icons, help and other operational instructions, and all other components of any source or object computer code that comprise any of the Company's Applications, all literal and non-literal expressions of ideas

that operate, cause, create, direct, manipulate, access, or otherwise affect any of the Company's Applications, Devices, Cartridges and/or Packaging and design elements, any inventions, all improvements thereto, patents, trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, together with all translations, adaptations, derivations, and combinations thereof (including all goodwill associated therewith), and all applications, registrations and renewals in connection therewith, all copyrightable works, all copyrights and applications, registrations and renewals in connection therewith, all trade secrets and confidential business information, all computer software, including data (but excluding Distributor or its patients' data) and related documentation, all technology and licenses, and all other proprietary rights and copies and tangible embodiments thereof (in whatever form or medium). Any ideas, suggestions, guidance or other information disclosed by Distributor, or any of its employees, officers, subsidiaries, affiliates, customers, agents, independent contractors, and/or representatives comprising an addition to or modification of the Company's Intellectual Property Rights and any rights relating thereto shall be collectively deemed "**Feedback**", which shall be considered the Company's Intellectual Property Rights. Unless otherwise agreed to by the Parties, the Company shall own all Feedback, and Distributor agrees to assign and hereby assigns to the Company all of its right, title and interest in and to such Feedback. To the extent that the foregoing assignment is ineffective for whatever reason, Distributor agrees to grant and hereby grants to the Company an exclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit such Feedback without restriction. Notwithstanding the foregoing in this Section 6.1, the Company's Intellectual Property ownership is subject to Distributor's rights described in paragraph (b) of Section 6.2

6.2 Reservation of Rights.

(a) As between the Parties, the Company is and will be the sole and exclusive owner of all right, title and interest in and to the Intellectual Property Rights and all rights related thereto. Subject only to the specific licenses granted herein for the Term, the Company expressly reserves all rights with respect to the Intellectual Property Rights. All use of the Intellectual Property Rights and all goodwill associated with such use, shall inure to the sole benefit of the Company. Except as expressly set forth herein, Distributor will not acquire or claim any right, title or interest in or to the Intellectual Property Rights, whether by implication, operation of law or otherwise. The Company expressly reserves the right to market, sell, license and resell the Intellectual Property Rights and to contract with others to market, sell, license and resell the Intellectual Property Rights.

(b) As between the Parties, the Distributor will be the sole and exclusive owner of all right, title and interest in and to the Intellectual Property Rights subsisting in the names, email addresses, and/or conditions of Distributor's customers and/or patients ("**Distributor Information**"), as may be captured by App or otherwise. Any access to or use of Distributor Information by the Company shall be in accordance with Applicable Law. In addition, Company shall not disclose to any person the Distributor Information or any portion of it. Notwithstanding the foregoing, the Company shall be entitled to use Distributor Information for the limited purpose of re-setting Distributor's customers' accounts with the Company at any such customer's request.

6.3 Restrictions.

(a) Distributor agrees not to use any of the Intellectual Property Rights in other interests and/or other projects outside of this Agreement and agrees not to share it in full or in part with any other third parties.

(b) Distributor shall not (and will not allow any third party to), directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to infringe on the Company's Intellectual Property Rights, including without limitation the Device and/or Cartridges; or pledge, assign, or otherwise transfer or encumber rights to the Intellectual Property Rights.

(c) Distributor shall not use or access, or allow others to use or access, the Intellectual Property Rights in any way not expressly permitted under this Agreement.

7. Trademarks and Copyrights.

7.1 Distributor acknowledges and agrees that the Company owns certain trade names, trademarks, service marks, copyrights and domain names relating to the Intellectual Property Rights, including without limitation, "RYAH", "RYAH Vaporizer", "RYAH Cartridges", "Potbotics", "Potbot", and "Session Management", at common law or otherwise (collectively, the "**Company Marks**") that it may make available to the Distributor in connection with this Agreement, and the Company acknowledges and agrees that Distributor may own trade names, trademarks, service marks, copyrights and domain names at common law or otherwise that it may make available to the Company in connection with this Agreement ("**Distributor Marks**"). Company agrees that Distributor, subject to the Company's written approval, may use its own trademarks, including but not limited to Harley Street (CPC) or CPC Pain Clinic on internal and external packaging, as well as branding, for the products covered by this Agreement.

7.2 Each Party grants to the other a nonexclusive, nontransferable, revocable, limited, royalty free license during the Term to use either the other Party's Marks in connection with the performance of this Agreement or as otherwise mutually agreed in writing. The foregoing licenses are not a transfer of any Marks, but are licenses only. Neither Party has the right to permit or sublicense to any third party the other Party's Marks, including, without limitation, by way of sub-license, and/or assignment or otherwise, unless with the prior written approval of the other Party or as otherwise provided herein. The Parties agree that any and all common law trademark rights obtained by a Party through the use of the other Party's Marks shall immediately inure to the benefit of the other Party and that that Party shall have no claim to any common law or state or federal trademark rights. The Parties agree not to assert any superior trademark rights against the other Party in any registration and/or use of the other Party's Marks.

8. Data.

8.1 The Company may, but is not obligated to, collect, download, process, or otherwise receive directly or indirectly from any end user of the Device, Filled Cartridges and/or Application ("**User**") certain information, data and other content, including but not limited to Users' names, contact information, consumption, conditions, reviews and any and all other information collected in compliance with applicable laws and regulations, all of which must be

anonymous and de-identified (collectively referred to as “**Resultant Data**”) and subject to the obligations in Section 6.2(b). As between the Parties and subject to Section 6.2(b), and to the extent permitted by law, any and all Resultant Data obtained from Device, Application and/or Filled Cartridges shall belong to the Company and to the extent legally permissible, the Company shall be entitled to sell, transfer, license, sublicense, or otherwise use any and all such Resultant Data and such right shall survive termination of this Agreement and continue in perpetuity. Company shall be responsible for compliance with all laws pertaining to its use of any Resultant Data. In the event that any Resultant Data is deemed to belong to Distributor, Distributor hereby unconditionally and irrevocably grants to the Company an assignment of all right, title and interest in and to such Resultant Data, including any intellectual property rights relating thereto. To the extent such assignment is ineffective, the Distributor grants to the Company a paid-up, royalty-free, limited, exclusive, worldwide license to retrieve, in compliance with applicable laws and regulations, such Resultant Data. The grant of this license shall survive the termination of this Agreement and shall continue in perpetuity.

8.2 In the event the Company shares, sells or transfers any User data, the Company shall comply with any Applicable Laws, rules and regulations, including but not limited to HIPAA and analogous laws applicable in the United Kingdom.

8.3 The Distributor agrees that when it releases information about its data and any analysis of the data it makes reference to the fact that the device its patients used for taking the Biomass was the RYAH device and the Distributor agrees to share such published data with the Company.

9. Filling Machine. For the Term of this Agreement, upon the request of Distributor or Dispensary, the Company shall provide Distributor with a manual Filling Machine(s) to use in connection with the filling of Cartridges on the following terms and conditions: (a) the Company shall be responsible for any and all costs relating to the purchase, repair, update, upgrade of such Filling Machine (inclusive of duty, import or value added taxes); provided, however, that Distributor shall be responsible for any costs and expenses arising from Distributor’s and/or its employees’ or contractors’ gross negligence or willful misconduct; (b) unless otherwise agreed to by the Company in writing, under no circumstances shall Distributor utilize the Filling Machine for any purpose other than to fill the Cartridges; (c) if, during the Term, the Filling Machine breaks or becomes otherwise inoperable, Company shall as promptly as practicable supply a replacement Filling Machine; and (d) except as expressly set forth above, the Company does not make, and expressly disclaims, any warranty relating to the Filling Machine. In the event that the Company does supply Distributor or Dispensary with a Filling Machine, if they are relying on the Filling Machine for the filling of Cartridges, then the Minimum Purchase Quantity shall be reduced during such Contract Year on a pro-rata basis by any portion of such Contract Year during which the Filling Machine was non-operational.

10. Packaging. Distributor shall not modify, alter, recreate, or otherwise change any marketing materials and/or Packaging without the Company’s express written consent; provided that, Distributor shall be authorized to dispense filled Cartridges in plastic packaging other than the Packaging, provided that (i) such packaging complies in all respects with Applicable Law and (ii) Distributor affixes stickers (provided by the Company) to such packaging and the enclosed Cartridges which stickers incorporate the Company’s brand. Any modifications to such stickers,

Cartridges and/or Packaging shall be pre-approved by the Company; provided that the Company shall not unreasonably withhold its approval to any modifications required by Applicable Law. For the avoidance of doubt, this Agreement contemplates and is contingent upon Distributor's ability to sell to retailers or direct to consumers/patients. Company shall not use any of Distributor's trademarks in any manner which is misleading, or which otherwise may constitute false advertising or trademark infringement. Company will not oppose, challenge or otherwise interfere with Distributor's registration, use, licensing or other exploitation of any of Distributor's Intellectual Property Rights or otherwise use or exploit any of Distributor's Intellectual Property Rights other than as expressly permitted by this Agreement. To the extent that Company uses any of Distributor's trademarks, Company shall display the applicable trademark and other legal and proprietary notices, legends, and/or symbols in accordance with Distributor's directions to the Company in that regard.

11. Marketing and Training.

11.1 Outside of the use of the Device and Cartridges in the clinical operation of the Distributor the Parties will jointly market the Device and Cartridges in the Territory; provided that the Company shall have the authority to determine any decisions relating to the marketing of the Device and Cartridges and any marketing by Distributor in the Territory is consistent with the Company's marketing strategy. The Parties will meet on a quarterly basis, in person or by phone, to discuss marketing and determine a marketing plan for the following quarter. The Parties will also: (i) create a marketing campaign to gain user recognition; (ii) test the market assure acceptance of pricing, and (iii) set milestones for total device/cartridge sales. All costs pertaining to marketing shall be agreed upon by the Parties and equally split by the Parties.

11.2 Company shall provide, at its own expense, the following training and support:

- (a) remote training for sales representatives;
- (b) mechanical support;
- (c) technical support; and
- (d) troubleshooting support.

Notwithstanding the foregoing, such training and support shall not be for an unreasonable amount of time, such reasonableness which the Company may determine in its discretion. Distributor may also request certain on-site training for its staff which the Company will provide at the Company's expense. If Distributor requests on-site training for third parties (including Dispensary and its staff), the Company may, in its discretion, accept or reject. In the event the Company provides any such third party on-site training, unless otherwise agreed to by the Company, the Distributor shall pay for any pre-approved reasonable out-of-pocket costs and expenses incurred by the Company and/or its employees/contractors relating to such on-site training, which shall be agreed to in advance of such training taking place and reduced proportionately if the Company will attend such training in the Territory for additional distributors and realize any cost efficiencies from such other training.

12. Obligations of Distributor. In exchange for the limited license and distributions rights granted by this Agreement, Distributor agrees as follows:

12.1 Distributor represents and warrants that (a) it is authorized under Applicable Law to run a clinic and undertake a study at the clinic involving prescribing Biomass to its patients and monitor and manage the patients for safety and efficacy and (b) Dispensary, and any other dispensary that Distributor may seek to use in the future, is fully licensed to fill Cartridges with Biomass and dispense the Filled Cartridges in accordance with prescriptions provided by Distributor.

12.2 Distributor shall, at its sole cost and expense, obtain and maintain all registrations, permits and licenses required by any applicable governmental authority in the Territory and prepare and file all reports, forms and/or applications required by Applicable Law and such governmental authorities. For avoidance of doubt, the Parties agree that affixing the CE mark to the Devices is the Company's obligation pursuant to Section 15.2, provided that the marketing and distribution of the Devices by Distributor shall comply with all Applicable Laws. Distributor shall inform the Company of the information that it needs for the purpose of completing an application to obtain a permit or license or other regulatory approval in the Territory and the Company shall provide to the Distributor all the information that the Distributor so reasonably requests and that the Company is able to provide.

12.3 Distributor agrees that all sales or other distributions of the Device and Filled Cartridges will be made using the Packaging, except as provided in Section 10.

12.4 Distributor agrees that the Device and Filled Cartridges will be labeled in compliance with Applicable Law and will consult with the Company in the event any alterations to the Packaging are required to be in compliance with Applicable Law. The Company shall permit the Distributor to make alterations to the Packaging that are required to be in compliance with Applicable Law; provided that the Distributor shall provide the Company with prior notice and samples of any such required alterations.

12.5 Distributor agrees not to re-sell any unfilled Cartridges.

12.6 Distributor agrees that the Packaging provided by the Company will only be used in connection with the performance of this Agreement, and will not be used in connection with third-party goods.

12.7 Unless Distributor pays for and obtains its own filling machine, Distributor agrees that the Company is the owner of all Filling Machines provided by the Company to Distributor and used by Distributor in furtherance of this Agreement. Distributor agrees that each Filling Machine provided by the Company will be used by Distributor only in the performance of this Agreement, but excluding any filling machine that the Distributor obtains itself.

12.8 Distributor agrees that it will not take any actions that will tarnish, dilute, or otherwise negatively impact the Company's Marks or the goodwill built up by the Company in the Company's Marks. In the event of a breach of this section, Distributor shall have thirty (30) days from the receipt of notice from the Company to correct or ameliorate the offending action. Distributor will not use any third-party cartridges with the Devices.

12.9 Quality Control.

(a) Company shall ensure that the Device and Cartridges are suitable for Distributor's activity as contemplated by this Agreement; provided that the Company has no responsibility whatsoever for the Device if it used with any cartridge other than the Cartridges.

(b) Distributor or Dispensary shall only use Biomass that is compliant with Applicable Laws and does not contain any substance, including any pesticide, that is specified to be injurious to an end user's health or safety.

(c) Distributor shall ensure that the filling and sealing of the Cartridges are without defects and shall apply the same rigorous standards, procedures and checks that it applies to other products of similar nature manufactured for sale by Distributor or Dispensary.

(d) Distributor shall undertake, that it and Dispensary comply with Applicable Laws pertaining to the Biomass and the filling of the Cartridges. The Company shall have the right to inspect such testing records upon reasonable notice to Distributor.

12.10 Distributor agrees at all times during the Term and for a period of three (3) years thereafter to keep at its usual place of business or that of Dispensary complete and accurate accounts, books, and records of all of its business activities conducted pursuant to this Agreement. The accounts, books, and records shall show the quantities of Cartridges filled, packaged and/or sold, along with the patient identity number to whom such goods are sold. Distributor agrees that such accounts, books, and records shall be available at all reasonable times during business hours for inspection by representatives of the Company. Distributor agrees to provide such Company representatives with reasonable additional information and to permit them to examine other documents relating to the Device, Cartridges and/or Packaging, such as orders and invoices, as they may request in order to enable them to conduct and complete an effective audit.

12.11 Distributor shall promptly notify of any apparent infringement or challenge to the Company's use or registration of the Company's Marks or Intellectual Property Rights, or claim by any person of any rights in the Company's Marks or Intellectual Property Rights. The Company shall have the sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation, Patent and Trademark Office (or similar) proceeding, or other proceeding arising out of any such infringement, challenge, or claim, at Company's sole expense, including any expense incurred by Distributor as a result of such proceeding. Distributor, at the Company's sole expense, agrees to execute reasonable instruments and documents, and to do such reasonable acts and things as may, in the opinion of the Company's counsel, be reasonably necessary or advisable to protect and maintain the interests of the Company in any such litigation, Patent and Trademark Office proceeding, or other proceeding. Company shall promptly notify Distributor of any apparent infringement or challenge to Distributor's Intellectual Property Rights, and will fully cooperate with Distributor, at Distributor's sole discretion and expense, in connection with any claim or action by Distributor.

12.12 Distributor shall inform the Company within fifteen (15) business days from

the time Distributor receives any returned Devices, or nonworkable Cartridges and/or Packaging of any defective products. Distributor hereby agrees to promptly inspect any delivered products from the Company and if Distributor fails to inform the Company promptly following any attempts to fill Cartridges, the shipment of Cartridges will be deemed satisfactory and the Distributor shall be responsible for such shipment. In the event that Distributor determines within the aforementioned time periods that any of the products are defective, the Distributor may select one of the following options: (i) have the damaged products replaced at the Company's expense, or (ii) have the products returned to the Company at the Company's expense, with the Company to promptly exchange the products or credit the price of such returned products against the Distributor's future purchases. Company shall provide Distributor with a copy of Company's return policies and shall bear the cost of any return shipping of the Devices or unfilled Cartridges. Under no circumstance may the Distributor return any Filled Cartridges; provided that if Distributor discovers at the time it is filling such unfilled Cartridges, as supported by reasonable evidence submitted to the Company, that any unfilled Cartridges are defective, Distributor shall be entitled to receive a credit from the Company for the cost of such defective unfilled Cartridges. Except as expressly set forth in this Section, Devices, Cartridges and Packaging ordered by Distributor are not cancellable, returnable or refundable unless otherwise agreed to in writing by the Parties.

12.13 In the event the Company determines or becomes aware of the existence of any quality or technical problems relating to the Device, the Cartridges, the Filled Cartridges and/or the Packaging, the Company may require the Distributor to take all necessary action to recall all of such products or withdraw immediately any such product from the market or the trade, as the case may be. If the need for recall is based on or caused by a defect, deficiency, or other fault in the Device, unfilled Cartridges and/or Packaging that was not the primary result of Distributor's negligence and/or willful misconduct, Company shall use commercially reasonable efforts, at the Company's costs and expense to rectify the defect, deficiency so that the Device and unfilled Cartridges are suitable to satisfy the recall. If the Distributor determines or becomes aware of the need for a potential recall, then it shall provide prompt notice to the Company of the details concerning the issue. The Company shall notify the Distributor by telephone, email or any other form of immediate communication with written confirmed receipt of the decision by the Company to require the Distributor to recall such products from the market or trade, and the Distributor shall, upon receipt of such notice, immediately cease distribution of such products and take such other actions as may be required by the Company in connection with the recall of such products from the market or trade. The risk and cost (which shall not extend to lost profits or revenues) associated with a recall or withdrawal will be borne by: (i) the Company if the need for recall is based on or caused by a defect, deficiency, or other fault in the Device, unfilled Cartridges and/or Packaging that was not the primary result of Distributor's negligence and/or willful misconduct, and (ii) the Distributor if the need for the recall was the primary result of the Biomass packed by the Distributor and/or oil used by the Distributor in the Filled Cartridges and/or the Distributor's negligence and/or willful misconduct. For avoidance of doubt, if the risk and cost is to be borne by Company as set forth herein, (y) Company shall reimburse Distributor and its patients or retailer customers all their costs directly relating to the return of the products recalled, and (z) this Agreement may be extended by the time period that sales are affected by the recall, or Distributor may terminate this Agreement.

12.14 Reserved.

12.15 Nothing in this Section 12 shall imply any intent, and the Company hereby disclaims any such intent, to manage any business for which a license to do any of the activities described herein to be performed by Distributor is required.

13. Changes in Law. Distributor acknowledges that Applicable Laws may be enacted or existing Applicable Law may be amended or modified during the Term (“**Changes in Law**”), and that such Changes in Law may limit either Party’s ability to perform under this Agreement. Accordingly, notwithstanding anything to the contrary in this Agreement, the Company will not be required to grant any license or deliver any of its Intellectual Property Rights, including without limitation the Device, Cartridges, Application and/or Packaging, to Distributor if the Company is prohibited from doing so as a result of a Change in Law. If any such Changes in Law materially limit or restrict the economic benefit that Distributor obtained prior to the Changes in Law or if the Device or Cartridges infringe a third party’s intellectual property, then upon ninety (90) days prior written notice to the Company, Distributor may terminate this Agreement. For avoidance of doubt, all fees and amounts paid to the Company for product purchased by the Company from Distributor that it is no longer permitted to sell in the Territory or prior to any termination date resulting from such Changes in Law shall be non-refundable, and all fees accrued and due to the Company as of any termination date resulting from such Changes in Law shall still be due and paid in full by Distributor to the Company within thirty (30) days of the termination date. Distributor shall have the right to return to Company any inventory of Devices and/or unfilled Cartridges in Distributor’s possession, and in such event Company shall reimburse Distributor for any payments made by Distributor to Company for such returned inventory and the reasonable shipping costs for return.

14. Purchase Orders; Payment.

14.1 The Company’s prices for the purchase of Products as of the Effective Date are set forth in Exhibit A annexed hereto (“**Purchase Prices**”), which shall be subject to review and amendment in accordance with the mechanism set out in Section 14.6. The Purchase Prices for the Device and unfilled Cartridges includes Packaging and, except as set out below, shipping expenses. The Purchase Prices for Devices, Cartridges and Packaging sold by the Company to Distributor hereunder do not include applicable federal, state, local sales, use, excise, value added or similar taxes or any similar taxes or any imposts, customs duties, and Distributor shall be responsible for all such taxes, if applicable.

14.2 Distributor may submit to the Company purchase orders for Devices, unfilled Cartridges and Packaging. The Company shall use good faith efforts to fill any such purchase order and Company shall sell and ship to Distributor or, or, at Distributor’s direction, Dispensary, and Distributor shall purchase and accept, any such Devices and/or unfilled Cartridges and/or Packaging identified in Distributor’s order that the Company is able to satisfy, provided that the Company will pay for any such shipping expenses for any orders in excess of 50 Devices and/or 9,000 unfilled Cartridges (the “**Free Shipping Threshold**”).

14.3 For each order accepted by the Company, Distributor will pay to the Company by wire payment to the account specified by the Company from time to time, equal to fifty percent of the aggregate Purchase Price calculated in accordance with Exhibit A. Upon delivery of each order accepted, Distributor will pay to the Company by wire payment to the

account specified by the Company from time to time, the remaining fifty percent of the aggregate Purchase Price for each order. The Company will use best efforts to promptly ship any ordered Devices and/or unfilled Cartridges and/or Packaging, but the Distributor hereby acknowledges that the Company may encounter unexpected delays resulting from the third-party manufacture of such items. Accordingly, Distributor will provide the Company with as much advance notice as possible of any large purchase orders. In addition, Distributor will be responsible for shipping expenses in respect of any purchase orders that are smaller than Free Shipping Threshold.

14.4 Upon delivery to Distributor, risk of loss and title to the shipped Devices, unfilled Cartridges and Packaging shall pass to Distributor. Delivery shall be in accordance with Ex-works (Incoterms 2010) and within eight (8) weeks of the date of the Distributor's order. Distributor shall inspect all purchased orders promptly after receipt. All obligations of Company with respect to shortages discoverable by inspection upon receipt by Distributor will be deemed to be satisfied, and all shipped products will be deemed to be free of such shortages, unless Distributor notifies Company of such defects, shortages or nonconformities in writing within **ninety** (90) days after the date of receipt.

14.5 Distributor and Dispensary shall keep accurate records regarding (i) the number of Devices held in inventory and sold to customers, (ii) the number of Cartridges purchased by Distributor, held in inventory, filled with Biomass and sold to customers, (iii) the sale price of any sales of Devices and/or Cartridges by Distributor, and (iv) any returns, refunds, recalls, or replacements of the Device and/or Filled Cartridges. The Company shall have the right to inspect such records from time to time after providing reasonable notice of at least 30 days of such intent to Distributor, and no more than once per year unless the Company has previously discovered any inconsistencies in Distributor's reporting. Distributor is not obligated to provide any competitive business information, including but not limited to formulations, patents or plans. Any and all information that the Distributor provides to the Company under this Section shall be deemed to be Distributor's confidential information.

14.6 On a quarterly basis, the Parties will review and, as determined by the Parties, make any modifications to the pricing of the Devices, Cartridges and Packaging; provided that any such modifications is made in writing and agreed to by both Parties and in the absence of an agreement, the prices will remain unchanged.

15. Product Warranties.

15.1 The Company warrants to the Distributor that, for a period of two (2) years from the date of retail purchase of the Device, the Device will comply with the Device specifications and will be free from defects in materials and workmanship under normal use. The foregoing limited warranty does not apply to normal performance degradation of batteries or neglecting to adhere to cleaning instructions.

15.2 Company shall use commercially reasonable efforts to ensure that the Device and unfilled Cartridges are suitable for Distributor's products and actions contemplated under this Agreement, including but not limited to ensuring that the Devices and Cartridges are in compliance with applicable laws in the Territory. The Device is in compliance in all material respects with applicable marketing authorization, conformity assessments and quality systems

requirements of the England and, is marketed under, and is covered by, a CE mark.

15.3 Distributor's remedy under the warranty under Section 15.1, is for Company to either replace or refund (the choice of which shall be at Distributor's discretion) any Device or Cartridge found to not comply with the warranty under Section 15.1, which shall be at Company's sole cost and expense, including the costs of and associated with shipment to Distributor of any replacement products.

16. Representations and Warranties; Limitation of Liability.

16.1 Distributor represents and warrants to and covenants with the Company as of the date hereof and continuing until the termination of this Agreement that: (i) Distributor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) Distributor or Dispensary possesses all requisite power and authority and all material licenses, permits and authorizations necessary to carry on its business and to perform its obligations hereunder; (iii) the execution, delivery and performance of this Agreement has been duly authorized by Distributor, and the execution, delivery and performance of this Agreement does not conflict with any other agreement, instrument or understanding to which it is a party or by which it may be bound, nor would it violate any law or regulation of any court, governmental body or agency having jurisdiction over it; (iv) Distributor has complied with and is currently in compliance with all applicable state and local laws, ordinances, codes, rules, requirements, regulations and other legal requirements relating to the operation and conduct of its business; and (v) Distributor has not and will not make any representation or warranty about the Devices, Cartridges and/or Packaging except as expressly authorized in writing by Company from time to time.

16.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT (INCLUDING WITHOUT LIMITATION SECTION 15), THE DEVICES, CARTRIDGES, APPLICATION, PACKAGING, AND FILLING MACHINE ARE PROVIDED "AS IS," AND THE COMPANY EXPRESSLY DISCLAIMS, AND DISTRIBUTOR HEREBY WAIVES, ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITATION OF THE FOREGOING, THE COMPANY MAKES NO REPRESENTATION OR WARRANTY REGARDING THE SAFETY OR HEALTH EFFECTS OF THE DEVICES AND/OR CARTRIDGES, OR THE REVENUE OR PROFITABILITY THAT DISTRIBUTOR MIGHT ACHIEVE AS A RESULT OF ENTERING INTO THIS AGREEMENT.

16.3 EXCEPT AS OTHERWISE PROVIDED HEREIN (INCLUDING WITHOUT LIMITATION SECTIONS 15 AND 16.1), NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY RESULTS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER

PARTY SHALL BE RESPONSIBLE OR LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY TO THE OTHER PARTY: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (B) FOR ANY MATTER BEYOND THE OTHER PARTY'S REASONABLE CONTROL; OR (C) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES ACTUALLY PAID BY DISTRIBUTOR TO THE COMPANY FOR THE DEVICES, UNFILLED CARTRIDGES, AND PACKAGING UNDER THIS AGREEMENT OR RELATING TO ANY SUBJECT MATTER OF THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, EVEN IF THE DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING TYPES OF LOSSES OR DAMAGES.

17. Indemnification.

17.1 The Company shall defend, indemnify and hold harmless Distributor and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors and assigns from and against any and all claims, damages, liabilities, costs and expenses, (including, without limitation, reasonable legal fees and expenses), arising out of or related to (i) any breach or alleged breach by Company of any representation or warranty in this Agreement, (ii) any negligence or willful misconduct of the Company or any of its employees, contractors, or agent; (iii) the design, components, or manufacture of, and/or any defects relating to, the Device; and/or (iv) the design, components or manufacture of, and/or any defects relating to, the supplied and unfilled Cartridges (prior to such Cartridges being filled). For purposes of clarity, Company shall remain liable for any of such foregoing damages, liabilities, costs and expenses following the filling of Cartridges if and to the extent that any claims or breaches are asserted that pertain to the design, components or manufacture of, and any defects relating to, the Device and/or unfilled Cartridges. The indemnification obligations in this Section are contingent upon Distributor providing the Company with: (i) prompt written notice of such claim, (ii) control over the defense and settlement of such claim, and (iii) proper and full information and assistance to settle or defend any such claim. The Company shall not be responsible for costs or expenses incurred without its prior written authorization. Distributor shall be allowed to participate in (but not control) the defense of any claim over which the Company has asserted control, at Distributor's cost and expense. As of the Effective Date and for and throughout the Term of this Agreement, Company shall have insurance that is necessary and adequate for its type of business including the sale of the Devices and Cartridges. Under no circumstance shall the foregoing insurance coverage be deemed to limit the liability of Company under this Agreement or to limit any rights Distributor may have including, without limitation, rights of indemnity or contribution. Upon Distributor's request, Company shall produce evidence, including, without limitation, the complete policies, that is satisfactory to Distributor to establish the existence of such insurance.

17.2 As of the Effective Date and for and throughout the Term of this Agreement, Company shall obtain and maintain an insurance policy naming Distributor as an additional insured with insurance carriers satisfactory to Distributor that gives full and comprehensive coverage both as to the amount and risks covered in respect of the matters referred to in this Section (including the indemnity contained therein) and that in no event has aggregate limits of less than \$2,000,000 in partial satisfaction of Company's obligations

under this Section.

17.3 Under no circumstance shall the foregoing insurance coverage be deemed to limit the liability of Company under this Agreement or to limit any rights Distributor may have including, without limitation, rights of indemnity or contribution.

17.4 Distributor shall defend, indemnify and hold harmless the Company and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors and assigns from and against any and all claims, damages, liabilities, costs and expenses, (including, without limitation, reasonable legal fees and expenses), arising out of or related to: (i) any breach or alleged breach by Distributor of any representation or warranty in this Agreement; (ii) any negligence or willful misconduct of Distributor or any of its employees, contractors, or agent; (iii) the Biomass used by Distributor in connection with, and to fill, the Cartridges, and/or (iv) Distributor's failure to comply with applicable laws and regulations (other than any United States federal laws relating to marijuana and marijuana products).

17.5 The indemnification obligations in this Section are contingent upon the Company providing Distributor with: (i) prompt written notice of such claim, (ii) control over the defense and settlement of such claim, and (iii) proper and full information and assistance to settle or defend any such claim. Distributor shall not be responsible for costs or expenses incurred without its prior written authorization. As of the Effective Date and for and throughout the Term of this Agreement, Distributor and its subcontractors shall have insurance that is necessary and adequate for its type of business including the sale of the Devices and Cartridges. Under no circumstance shall the foregoing insurance coverage be deemed to limit the liability of Distributor under this Agreement or to limit any rights Company may have including, without limitation, rights of indemnity or contribution. Upon Company's request, Distributor shall produce evidence, including, without limitation, the complete policies, that is satisfactory to Company to establish the existence of such insurance.

17.6 As of the Effective Date and for and throughout the Term of this Agreement, Distributor shall obtain and maintain an insurance policy naming Company as an additional insured with insurance carriers satisfactory to Company that gives full and comprehensive coverage both as to the amount and risks covered in respect of the matters referred to in this Section (including the indemnity contained therein) and that in no event has aggregate limits of less than \$2,000,000 in partial satisfaction of Distributor's obligations under this Section.

17.7 Under no circumstance shall the foregoing insurance coverage be deemed to limit the liability of Distributor under this Agreement or to limit any rights Company may have including, without limitation, rights of indemnity or contribution.

18. Term & Termination.

18.1 This Agreement shall have an initial term of five (5) years commencing on the Effective Date (the "**Initial Term**"), and upon either Party delivering written notice to the other Party of an extension of the Initial term, it shall be extended by an additional five (5) years, which

in the case of an extension initiated by the Distributor is conditional upon the Distributor materially complying with its obligations hereunder. Upon the expiration of the second 5-year term (the “**Second Term**”), the Agreement shall be automatically renewed for one (1) additional year renewal term unless either Party provides the other Party with sixty (60) days written notice prior to the end of the Second Term of its election not to renew. The Initial Term, Second Term and any subsequent annual renewal term are collectively referred to as the “**Term**”) Each sequential twelve (12) month period of the Term (commencing with the Effective Date) shall be referred to herein as a “**Contract Year**”.

18.2 This Agreement may be terminated pursuant to the following provisions:

(a) Notwithstanding anything to the contrary, in the event that this Agreement and/or the activities provided for herein become illegal and cannot be resolved through an amendment or modification of the Agreement and/or the Parties’ relationship, either Party may immediately terminate the Agreement upon written notice to the other Party.

(b) In addition, either Party may terminate this Agreement at any time upon written notice if:

(i) the other Party materially breaches any provision of this Agreement and fails to cure the breach within sixty (60) calendar days following receipt of written notice of such breach from the non-breaching party;

(ii) the other Party ceases to do business (other than in cases of merger consolidation, or a sale of assets);

(iii) the other Party becomes insolvent or files for bankruptcy protection;

(iv) continued performance of the Agreement in whole or in part is no longer feasible due to any change in Applicable Law;

(v) the other Party and/or its principals are convicted of any criminal act or violation that materially affects either Party’s ability to carry out its obligations under this Agreement; and/or

(vi) the other Party’s property becomes subject to any levy, seizure, forfeiture, general assignment for the benefit of creditors, and/or application of sale for or by any creditor or government agency.

18.3 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 18.2, (i) Distributor shall pay the Company any and all amounts owed to the Company pursuant to this Agreement within seven (7) business days of such termination (unless the termination is by Distributor under Section 18.2(b)), (ii) any license granted in this Agreement by the Company to the Distributor will terminate and Distributor will have no further right to produce, prepare, package, market, advertise, distribute or sell the Devices, Cartridges and/or

Packaging or make any use or otherwise exploit (and will cease all use and other exploitation of) the Company Marks and Intellectual Property Rights in the Territory (it being understood, however, that the distribution or sale by others, including retailers, of the Devices, Cartridges and/or Packaging to whom the Distributor previously disseminated such products shall not constitute a breach by Distributor of this Agreement), (iii) Distributor shall promptly take all steps necessary to transfer all Internet domain name registrations, business name registrations, and any other assets that use the Company Marks, to the Company or such other party or parties as the Company may designate, (iv) Distributor shall return the Filling Machine at the Company's expense within seven (7) days of such termination. Notwithstanding the foregoing, unless the Company opts to purchase any inventory held by Distributor that Distributor purchased or acquired for use in connection with this Agreement for a price that will be mutually agreed between the parties, Distributor shall have the right to sell any and all remaining inventory of Devices, Cartridges and Packaging and the license granted herein will continue until all of such inventory is sold. Either Party's termination of this Agreement will be without prejudice to any other remedies that it may have at law or in equity, and will not relieve either Party of breaches occurring prior to the effective date of termination. Neither Party will be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms.

18.4 Notwithstanding anything to the contrary, the provisions of Sections 5, 6, 7, 11, 16, 17, 18, 20, 21, 24, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 37, and 38, as well as those Sections by their terms shall reasonably be determined to survive this Agreement shall survive expiration or the termination of this Agreement for any reason.

19. Confidential Information.

19.1 By virtue of this Agreement, each Party may have access to Confidential Information of the other Party (or its vendors, suppliers and licensors). "**Confidential Information**" shall mean any information, including, without limitation, technical information, specifications, trade secrets, confidential information and supporting documentation, owned by or licensed to a party hereto, which is in written, graphic, machine readable or other tangible form and is marked "Confidential", "Proprietary" or in some other manner to indicate its confidential nature. Confidential Information may include oral information disclosed by one party to the other pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure.

19.2 Each Party hereto agrees not to use any Confidential Information of the other Party for any purpose other than as reasonably in connection with its performance under this Agreement, or disclose any Confidential Information of the other Party to any Third Party for any purpose except as permitted in this Section. Each Party hereto shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of the Confidential Information of the other Party as such Party employs with respect to its own Confidential Information of like importance. Without limitation of the foregoing, each Party agrees during the term of this Agreement and thereafter to hold such Confidential Information in strict confidence, not to disclose it to Third Parties or to use it in any way, commercially or otherwise, except as otherwise expressly authorized by this Agreement, and not to allow any unauthorized person access to such Confidential Information, without the prior written consent of the disclosing party. Each Party will limit the disclosure of the Confidential Information to employees, consultants, contractors and

other agents, with a reasonable need to know, who: (i) have been advised of the confidential nature thereof; and (ii) are parties to written agreements no less restrictive than this Section as to the non-disclosure and non-use of such Confidential Information.

19.3 Notwithstanding anything in this Agreement to the contrary, these obligations shall not apply with respect to any Confidential Information to the extent the receiving party can demonstrate that is or has become: (i) Published or otherwise available to the public other than by a breach of this Agreement; (ii) Rightfully received by the receiving party from a Third Party without limitation on use or disclosure; (iii) Approved in writing for public release by the disclosing party; (iv) Known to the receiving party prior to its first receipt of such Confidential Information from the disclosing party; or (v) Independently developed by the receiving party without use of or reference to such Confidential Information, as properly documented by the receiving party's files.

19.4 Notwithstanding the foregoing, the receiving Party may disclose Confidential Information (i) to governmental or other regulatory agencies in order to gain approvals to market or sell any products, but such disclosure may only be to the extent reasonable necessary to obtain such approvals; and (ii) in response to subpoena or other court order or legal requirement, provided that notice is promptly delivered to the other party in order to provide an opportunity to seek a protective order or other similar order with respect to such Confidential Information, and thereafter only the minimum information required to be disclosed in order to comply with the request, whether or not a protective order or other similar order is obtained by the other party, may be disclosed.

19.5 Upon the termination or the expiration of this Agreement, each Party shall: (i) return to the other Party or destroy, as requested by the disclosing Party, the original and all copies of any Confidential Information of the disclosing Party, the original and all copies of any Confidential Information of the disclosing Party and any summaries or analyses thereof or studies or notes thereon in the receiving Party's possession or control; and (ii) at the disclosing Party's request, have one of the officers of the receiving Party certify in writing that all such Confidential Information has been returned or destroyed.

20. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties with respect to the subject matter of this agreement.

21. Amendment. This Agreement may be modified or amended only if the amendment is made in writing and is signed by both Parties.

22. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

23. Waiver of Contractual Right. The failure of either party to enforce any provision

of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

24. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York, without giving effect to the choice-of-law rules of that State. Any claim, controversy or dispute arising out of or relating to this Agreement (“**Claim**”) will be exclusively governed by New York law consistent with the Federal Arbitration Act.

25. Arbitration. All Claims must be exclusively and finally resolved and settled by final and binding arbitration administered by and in accordance with the rules of the American Arbitration Association (“**AAA**”) before a single arbitrator who is a member of the AAA. The Parties shall select a mutually acceptable arbitrator knowledgeable about the issues relating to the subject matter of this Agreement. In the event the Parties are unable to agree upon an arbitrator, each Party will select an arbitrator and those two arbitrators shall in turn select a third arbitrator, all three of whom shall preside jointly over the matter. All documents, materials, and information in the possession of each Party that are in any way relevant to the dispute shall be made available to the other Party for review and copying no later than thirty (30) calendar days after the notice of arbitration. The arbitrators shall have no authority to modify any provision of this Agreement or to award punitive damages. The arbitrators shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The arbitration will be held in New York, New York but the Parties may choose for themselves whether to appear in person, by phone, video conferencing, or through the submission of documents. The arbitration will be kept confidential among the Parties, the AAA, and the arbitrator(s), except as required in connection with any enforcement of such award or otherwise required by law. The Parties will pay an equal share of all costs and expenses related to compensation of the arbitrator, the site, and any administrative fees, except for that the award rendered by the arbitrator may include the costs and expenses of arbitration and reasonable costs for expert and other witnesses. In any action arising hereunder or any separate action pertaining to a specific Claim, the prevailing party shall be awarded reasonable attorneys' fees and costs, including in arbitration, mediation, trial, and any appeal. The arbitrator will issue a ruling in writing, and will detail all findings of fact and law upon which the ruling was made. The arbitrator will not have the power to commit errors of law or legal reasoning, and the ruling may be vacated or corrected on appeal to a court of competent jurisdiction for such errors. The arbitrator's ruling will otherwise be final and binding on all Parties, and may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, any dispute as to the enforceability of this arbitration provision or its applicability to a specific Claim shall be adjudicated by a state or federal court located within New York, New York, and not by an arbitrator. During the continuance of any arbitration proceeding, the Parties shall continue to perform their respective obligations under this Agreement.

26. Waiver of Jury Trial. The Parties hereby waive trial by jury in any action or proceeding involving, directly or indirectly, any matter in any way arising out of or in connection with this Agreement.

27. Injunctive Relief. Notwithstanding anything to the contrary in the terms of this Agreement, the Parties may apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

28. Notices. Any and all notices, requests, instructions and other communications required or permitted to be given under this Agreement after the Effective Date by any Party hereto to any other Party may be delivered personally or by nationally recognized overnight courier service or sent by mail or by email, at the respective addresses, or email set forth below and shall be effective (a) in the use of personal delivery or by email, when received; and (b) in the case of recognized international overnight courier service, two (2) business days after delivery to such courier service together with all appropriate fees or charges for such delivery. The Parties may change their respective addresses and emails addresses by written notice to all other Parties, sent as provided in this Section. All communications must be in writing and addressed as follows:

To the Company: RYAH Medtech, Inc.
205 E. 42nd St., 14th Floor
New York, New York 10017
USA

Attention: Gregory Wagner, CEO
Email: gwagner@ryah.com

To Distributor: Harley Street (CPC) Limited
The Walbrook Building
25 Walbrook, London, EC4N 8AF
UK

Attention: Gregory Stoloff
Email: gregory.stoloff@seekacure.com

29. Force Majeure. The Company will not be liable for any default or delay in the performance of any of its obligations hereunder if such default or delay is caused, directly or indirectly, by fire, flood, earthquake, the elements or other such occurrences; labor disputes, strikes or lockouts; wars, rebellions or revolutions in any country; riots or civil disorder; interruptions or delays in transportation or communications; supply shortages or the failure of any person to perform any commitment to the Company relative to the production or delivery of any equipment or material required by the Company to perform its obligations hereunder; laws, rulings or regulations of any governmental entity; or any other cause, whether similar or dissimilar to those enumerated herein, beyond the Company's reasonable control. In no event shall Distributor's payment obligations be excused or delayed for more than thirty (30) calendar days by a Force Majeure event. If an event of a Party's Force Majeure continues beyond sixty (60) calendar days, either Party may terminate this Agreement by giving written notice to the other. Notwithstanding the foregoing, Distributor's payment obligations will not be excused.

30. Relationship of the Parties. The Parties' relationship is that of independent contractors. The Parties acknowledge that this Agreement does not make the Parties principal and agent, master and servant, partners, fiduciaries or joint ventures. Neither Party shall have, expressly or by implication, or represent itself as having, any authority to make contracts or enter into any agreements in the name of the other Party, or to obligate or bind the other Party in any manner whatsoever.

31. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

32. Counsel. The Parties acknowledge that they have read this Agreement, freely and voluntarily agree to all its terms and conditions, and have independently evaluated the desirability of entering into this Agreement. Each Party acknowledges that it has consulted with legal counsel, or has had ample opportunity to consult with legal counsel, regarding this Agreement and each and every provision of this Agreement.

33. Absence of Presumption. The Parties hereto have participated jointly, or had the opportunity to participate jointly, in the negotiation and drafting of this Agreement and, in the event of ambiguity or if a question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by such Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

34. Expenses. Each Party will be responsible for its own expenses incurred in connection with this Agreement, including attorneys' fees and costs.

35. Binding Effect. This Agreement shall bind the Parties' successors and assigns.

36. Headings. The headings of Sections of this Agreement are for convenience only and will not be interpreted to limit or amplify the provisions of this Agreement.

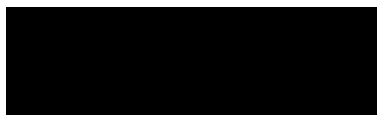
37. Counterparts. This Agreement may be executed in counterparts. An emailed or faxed copy of this Agreement, including the signature page, will be deemed to be an original.

[Signature Page Follows]

In witness whereof, each party hereby agrees to the terms and conditions of this Agreement as of the Effective Date.

RYAH Medtech, Inc.


By:



Name: Gregory Wagner
Title: CEO

Harley Street (CPC) Limited

By



Name: Gregory Stolf

Title: Director

Exhibit A

Redacted

