

## Product Supply and Distribution Agreement

This Product Supply and Distribution Agreement (the “**Agreement**”) is entered into on October \_\_, 2019 (the “**Effective Date**”) by and between RYAH Medtech Inc., a New York corporation (“**Company**”), and Medifarm Pty Ltd, an Australian company (“**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 designed to help patients by capturing medically relevant anonymous data from seed to consumption (the “**Device**”);

WHEREAS, the Device utilizes proprietary Cartridges (the “**Cartridges**”) developed by Company that have a unique QR code, or NFC 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, Distributor is the holder of a cultivation, processing and/or dispensary license of medicinal cannabis plant/genetic materials and oils (“**Plant Material**”) in Australia (the “**Territory**”) and is operating in compliance with all applicable state and local laws, rules, ordinances, regulations, and guidances as may be amended from time to time (“**Applicable Law**”)

WHEREAS, Distributor is the license or owner of proprietary rights to certain intellectual property and plant breeder’s rights associated with the Plant Material;

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 each Party’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 provide the Distributor with (i) the Devices, (ii) unfilled Cartridges, (iii) packaging for the Devices and Cartridges with Distributor’s specifications (“**Packaging**”), (iv) a manual and/or automatic filling machine for Distributor, or *Distributor Partners* to fill the Cartridges with the Plant Material sourced by Distributor, or Distributor Partners (the “**Filling Machine**”), (v) access to certain data captured by and belonging to each Party, and (iv) customer service relating to the Device, Cartridges, Filling Machine and Application.

**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 the Plant Material 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, and (vi) maintaining detailed records relating to the production, distribution and sale of the Device and Cartridges.

## **2. Right to Sell.**

**2.1.** Subject to the terms and conditions herein, the Company grants Distributor a non-exclusive right to sell the Device, Empty Cartridges and/ or Filled Cartridges in the Territory subject to the terms of this Agreement. Distributor agrees to the sale of the Device, Empty Cartridges and / or Filled Cartridges through sale and supply channels to be determined by the Distributor in its absolute discretion in the Territory.

**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 Cartridges outside of the Territory without the Company’s written consent.

**3. 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 and its Intellectual Property Rights; (ii) right to receive any percentage of the profits generated by Distributor’s business activities including profits arising from the sale of the Device and Filled Cartridges; or (iii) right of the Company to control Distributor’s management and sale and supply chain decisions in the operation of its business.

**4. 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), non-transferable, non-assignable license during the Term of this Agreement to use the Company’s Marks 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 and/or Cartridges and/or Packaging and/or other materials provided by the Company to Distributor in connection with the foregoing.

**5. Intellectual Property.** For the purposes of this Agreement, the term “**Intellectual Property Rights**” shall mean:

- (a) for the Company relating to the Device, Cartridges, Application, Packaging and Marks:
  - (i) all intellectual property in the Device, Cartridges, Application, Packaging and Marks 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 and related documentation, all technology and licenses, and all other proprietary rights and copies and tangible embodiments thereof (in whatever form or medium); and
- (b) for the Distributor relating to the Plant Material and Marks:
  - (i) all intellectual property rights in the Plant Material including all industrial rights, copyright, designs, plant breeder’s rights, trademarks, trade names, designs, business names, trade secrets, know-how, Confidential Information, patents, inventions and discoveries, moral right;
  - (ii) other rights of a similar nature arising (or capable of arising) under Applicable Law or anywhere else in the world whether registered or unregistered; and
  - (iii) other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation 1967.

**5.2. Ownership.** Each party hereby acknowledges and agrees that each Party owns all rights, title, and interest in their respective Intellectual Property Rights.

**5.3. Reservation of Rights.** As between the Parties, each Party is and will be the sole and exclusive owner or license 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, each Party 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 each Party. Except for the express licenses granted

in this Agreement during the Term, each Party 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. Each Party 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.

**5.4.** Any ideas, suggestions, guidance or other information disclosed by a Party during the Term of this Agreement, or any of its employees, officers, subsidiaries, affiliates, customers, agents, independent contractors, and/or representatives relating to any of the Party's Intellectual Property Rights and any rights relating thereto shall be collectively deemed "**Feedback**", which shall be considered each Party's Intellectual Property Rights. Unless otherwise agreed to by the Parties, each Party shall own all Feedback and each Party shall assign to each Party all of its right, title and interest in and to such Feedback.

**5.5. Restrictions.**

(a) Each Party agrees not to use each Party's 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) Each Party shall not (and will not allow any third party) to, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to infringe on each Party's Intellectual Property Rights, including pledge, assign, or otherwise transfer or encumber rights to the Intellectual Property Rights.

(c) Each Party 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 or by applicable law.

**6. Trademarks and Copyrights.**

**6.1.** Each Party acknowledges and agrees that:

- (a) 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 "**Marks**") that it may make available to the Distributor in connection with this Agreement; and
- (b) the Distributor owns certain 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 ("**Marks**"). Company agrees that Distributor, subject to the Company's written approval, may use its own trademarks, including but not limited to "MediFarm", on internal and external packaging and labelling, as well as branding, for the products covered by this Agreement.

**6.2.** 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 a license 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, international 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.

## **7. Data.**

**7.1.** During the Term of this Agreement and subject to applicable privacy laws:

- (a) 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;
- (b) the Distributor may, but is not obligated to, collect, download, process, or otherwise receive directly or indirectly from any User of the Device, Filled Cartridges and/or Application certain information, data and other content, relating to the medicinal benefits of the Plant Material 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,

(collectively referred to as "**Resultant Data**").

**7.2.** As between the Parties, and to the extent permitted by law, the Resultant Data collected relevant to the Company, on the one hand, and the Distributor, on the other hand, shall belong to such Party as collects it and, to the extent legally permissible, each Party shall be entitled to sell, transfer, license, sublicense, or otherwise use any and all such Resultant Data provided the Resultant Data does not infringe, breach or damage each Party's Intellectual Property Rights and such right shall survive termination of this Agreement and continue in perpetuity. Each Party 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 one Party and not the other, then such Party hereby unconditionally and irrevocably grants to the other Party 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, such Party grants to the other Party 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.

**7.3.** In the event the Company uses, shares, sells or transfers any User data, the Company shall comply with any applicable laws, rules and regulations, including but not limited to HIPAA laws and privacy laws of the Territory, amended from time to time.

**7.4.** Notwithstanding the foregoing, in connection with this Agreement, the Company will provide Distributor with access to the data provided for in Exhibit B. Notwithstanding the prior sentence, the Company shall maintain all rights and ownership to any Data shared with Distributor. Following the first year of this Agreement, the Company may charge Distributor for such Data in an amount agreed upon by the Parties.

**8. Filling Machine.** For the term of this Agreement and any extensions thereto, the Company shall provide Distributor with a manual and/or automatic Filling Machine(s) to use in connection with the filling of Cartridges.

**8.1.** Subject to Distributor's payment for the Minimum Order, as defined in Section 13.7, any and all costs relating to such Filling Machine, including, without limitation, the purchase, repair, update, replacement and upgrade of such Filling Machine shall be the Company's sole and absolute responsibility, obligation and liability; provided that if Distributor fails to make or pay for the Minimum Order, the Distributor shall rent the Filling Machine from the Company for \$199 per month with an initial non-refundable deposit equal to \$300, which shall be paid prior to the delivery of such Filling Machine.

**8.2.** Notwithstanding anything to the contrary, Distributor shall be responsible for any costs and expenses arising from Distributor's and/or its employee's or contractor's negligence or misconduct in the use of the Filling Machine. Unless otherwise agreed to by the Company in writing, under no circumstance shall Distributor utilize the Filling Machine for any purpose other to fill the Cartridges.

**8.3.** If any Filling Machine breaks or becomes otherwise inoperable, Company shall as promptly as practicable supply a replacement Filling Machine but no later than 30 days after receiving notice from the Distributor. The Company does not make, and expressly disclaims, any warranty relating to the Filling Machine.

**9. 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 incorporate its brand onto stickers provided by the Company that Distributor shall affix to the Packaging and Cartridges. 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.

**9.1.** For the avoidance of doubt, this Agreement contemplates and is contingent upon Distributor's ability to sell to retailers or direct to consumers. 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.

**9.2.** 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 as Distributor may indicate to Company.

## **10. Marketing and Training.**

**10.1.** 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.

**10.2.** Company shall provide, at its own expense, the following training and support: (i) remote training for sales representatives; (ii) mechanical support; (iii) technical support; and (iv) troubleshooting support.

**10.3.** Notwithstanding the foregoing, such training and support shall not be for an unreasonable amount of time and within the usual business hours of the Distributor, such reasonableness which the Company may determine in its discretion. Distributor may also request certain on-site training, which the Company may, in its discretion, accept or reject. In the event the Company provides any such 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.

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

**11.1.** 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.

**11.2.** Distributor agrees that all sales or other distributions of the Device and Filled Cartridges will be made using the Packaging.

**11.3.** 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.

**11.4.** Distributor agrees not to re-sell any unfilled Cartridges.

**11.5.** 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.

**11.6.** 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 will be used by Distributor only in the performance of this Agreement.

**11.7.** 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. This obligation shall apply equally to the Company in respect of the Distributor's Marks or the goodwill built up by the Distributor.

**11.8. Quality Control.**

(a) Distributor acknowledges the importance to the Company of its reputation and goodwill and of maintaining high uniform standards of quality in the goods offered under the Company's Marks. Distributor therefore agrees to abide by each of the terms in the Quality Control Document attached as Exhibit C at all times during its performance of this Agreement and use of the Company's Marks.

(b) Company shall ensure that the Device, Cartridges and Filling Machine are suitable for Distributor's activity as contemplated by this Agreement and that the Packaging conform to the applicable specification.

(c) Distributor shall only use Plant Material that is compliant with Applicable Laws.

(d) 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.

(e) Distributor shall undertake, in its business discretion and consistent with Applicable Laws, regular independent third-party testing by a company licensed in the Territory in compliance with Applicable Laws and the Quality Document for the Plant Material used in the Filled Cartridges. The Company shall have the right to inspect such testing records upon reasonable notice to Distributor.

(f) To determine whether Distributor is complying with this Agreement and the Company's quality standards, the Company shall have the right, subject to Applicable Laws to audit Distributor's financial records, only to the extent such records relate to the Device, Cartridges and/or Packaging and sales relating thereto, once in any one (1) year period during the Term of this Agreement and once in the six (6) months thereafter. Such audits shall be conducted during Distributor's usual business hours at the Company's own expense, and Distributor will cooperate with the Company in any such audit request.

**11.9.** 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 complete and accurate accounts, books, and records of its business activities related to the Device, Cartridges and/or Packaging and sales conducted pursuant to this Agreement. The accounts, books, and records shall show the



quantities of Cartridges filled, packaged and/or sold, along with the identity of each customer 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 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.

**11.10.** Each Party shall promptly notify of any apparent infringement or challenge to the Party's use or registration of the Party's Marks or Intellectual Property Rights, or claim by any person of any rights in the Party's Marks or Intellectual Property Rights. Each Party 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 proceeding, or other proceeding arising out of any such infringement, challenge, or claim, at the Party's sole expense, including any expense incurred by each Party as a result of such proceeding.

**11.11.** Each Party, at the Party's sole expense, agrees to execute any and all instruments and documents, and to do such acts and things as may, in the opinion of the Party's counsel, be reasonably necessary or advisable to protect and maintain the interests of the Party in any such litigation, Patent and Trademark Office proceeding, or other proceeding.

**11.12.** Each Party shall promptly notify the other Party of any apparent infringement or challenge to the Party's Intellectual Property Rights, and will fully cooperate with each Party, at each Party's sole discretion and expense, in connection with any claim or action by each Party.

**11.13.** Distributor shall inform the Company within twenty (20) business days from the time Distributor receives any returned Devices, or nonworkable Cartridges and/or Packaging of any defective or damaged products.

**11.14.** Distributor hereby agrees to promptly inspect any delivered products from the Company and if Distributor fails to inform the Company promptly of any defective or damaged products, the shipment will be deemed satisfactory if the Company is not informed within thirty (30) business days of delivery and the Distributor shall be responsible for such shipment, unless there is latent defect (as defined below) which could not have been discovered by reasonable inspection by the Distributor. Notwithstanding any latent defect, a shipment shall be deemed satisfactory and the Distributor shall be responsible therefore if the Company is not informed within twelve (12) months of delivery. For the purposes of this Agreement, ("**latent defect**") means a defect or deficiency in design, materials or workmanship which could not have been discovered by the Distributor by reasonable inspection and which has an adverse effect on the functionality, performance or capability of the products, or any part of them, so as to require rectification or modification, but shall not include ordinary wear and tear. In the case of latent defect, the Distributor shall notify the Company immediately upon the latent defect having become apparent.

**11.15.** In the event that Distributor determines within the aforementioned time periods that any of the products are damaged or defective (including latent defects), the Distributor may select one of the following options: (i) have the damaged or defective 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.

**11.16.** 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.

**11.17.** 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 must notify the Distributor promptly of the details concerning the issue and 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.

**11.18.** If the Distributor determines or becomes aware of the need for a potential recall or such recall is ordered by Applicable Law or Changes in Law, 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.

**11.19.** 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, other fault including quality or technical problems arising under Section 11.17 in the Device, unfilled Cartridges and/or Packing; and (ii) equally by the Company and the Distributor, if the need for recall or withdrawal is based on or caused by or ordered by Applicable Law or Changes in Law; and (iii) the Distributor, in all other instances, including without limitation, if the need for the recall was the result of the Plant Material used in the Filled Cartridges.

**11.20.** For avoidance of doubt, if and to the extent that the risk and cost is to be borne by Company as set forth herein, the Company shall reimburse Distributor and its retailer customers the portion of their costs referred to in Section 11.19 directly relating to the return of the products recalled, and this Agreement may be extended by the time period that sales are affected by the recall, or Distributor may terminate this Agreement.

**11.21.** Nothing in this Section 11 shall imply any intent, and each Party 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 each Party is required.

**12. 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.

**12.1.** 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.

**12.2.** If any such Changes in Law materially limit or restrict the sale or economic benefit that Distributor obtained prior to the Changes in Law, then upon thirty (30) days prior written notice to the Company, Distributor may terminate this Agreement.

**12.3.** For avoidance of doubt, in the absence of a recall or withdrawal, which will be handled pursuant to Sections 11.19 and 11.20, all fees paid to the Company 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; provided, however, that 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 within thirty (30) days of the items being returned.

### **13. Purchase Orders; Payment.**

**13.1.** Distributor may submit to the Company purchase orders for Devices, unfilled Cartridges and Packaging. If the Company, agrees to fill any such purchase order, then (i) the Company shall acknowledge such order in writing and (ii) Company shall sell and ship to Distributor, and Distributor shall purchase and accept, the Devices and/or unfilled Cartridges and/or Packaging identified in Company’s acknowledgement on the terms and conditions of this Agreement.

**13.2.** For each order at the time of the Company’s acceptance of such order, Distributor will pay to the Company by wire payment to the account specified by the Company from time to time the Purchase Prices based on the price sheet attached hereto as Exhibit A. The Company will use reasonable 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 and if such delay occurs shall notify Distributor immediately. Accordingly, Distributor will provide the Company with as much advance notice as possible of any large purchase orders.

**13.3.** The Company’s prices for the purchase of Device and unfilled Cartridges as of the Effective Date are set forth in Exhibit A hereto (“Purchase Prices”). The Purchase Prices for the Device and unfilled Cartridges includes Packaging. The Company and Distributor will review the Purchase Prices on a quarterly basis and negotiate in good faith to any modifications to the Purchase Price provided that any such modifications or changes to the

Purchase Price must be made in writing and agreed to by both Parties.

**13.4.** Unless otherwise agreed in writing, the Company will, at Distributor's sole cost and expense, arrange for the shipment of unfilled Cartridges and Packaging purchased hereunder to Distributor at the address for Distributor set forth in the applicable purchase order; provided that the Company will pay for any such shipping expenses including insurances for any orders in excess of 20 Devices and/or 4,900 unfilled Cartridges.

**13.5.** Subject to Section 13.4, Distributor will be responsible for all costs and expenses of storage of, and insurance for products which the Company is otherwise not responsible. In no event shall the Company be liable to Distributor for any damages, whether direct, indirect, incidental, consequential, special or otherwise, because of any failure to fill orders, delays in shipment or delivery unless arising from, or attributable to a wrongful (including gross negligence) acts or omissions of the Company, its agents, contractors or employees.

**13.6.** Upon delivery and acceptance of the products by the Distributor, risk of loss and title to the shipped Devices, unfilled Cartridges and Packaging shall pass to Distributor. Distributor shall inspect all purchased orders promptly after receipt for shortages. 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 shortages in writing within thirty (30) business days after the date of receipt. Where a shortage is notified, the Company must use reasonable best efforts to promptly ship the shortages or credit the price of such shortages against the Distributor's future purchases.

**13.7.** Notwithstanding anything to the contrary, Distributor's initial order of unfilled Cartridges shall be for at least 2,450 unfilled Cartridges (the "**Minimum Order**") and each subsequent order shall be for at least 490 unfilled Cartridges.

**13.8.** Distributor 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 the Plant Material and sold to customers, (iii) the sale price of any sales of Devices and/or Cartridges by Distributor, (iv) any returns, refunds, recalls, or replacements of the Device and/or Filled Cartridges, and (v) any information provided to the Distributor from the customer's use and interaction with the Devices and/or Filled Cartridges subject to applicable privacy laws.

**13.9.** 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 twice 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. Notwithstanding the foregoing, Distributor shall provide Company with accurate information and data relating to the cannabinoid and terpenoid composition of the materials used to fill the Cartridges.

**13.10.** Prices for Devices, Cartridges and Packaging purchased and 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. Product Warranties.**

**14.1.** The Company provides a limited warranty directly to consumers purchasing the Devices (the “**Limited Warranty**”). The Company only warrants Devices against defects in materials and workmanship under normal use for two (2) years from date of retail purchase. The Limited Warranty does not apply to normal performance degradation of batteries or neglecting to adhere to cleaning instructions. The Company shall be responsible for all costs associated with such warranty claims including any shipping or replacement costs.

**14.2.** 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. If any modifications are required to comply with Applicable Laws such modifications shall be at the Company’s costs and expenses.

#### **15. Representations and Warranties; Limitation of Liability.**

**15.1.** 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 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 applicable 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.

**15.2.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 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.

**15.3.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, 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.

**15.4.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY: (A) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS; (B) FOR ANY MATTER BEYOND THE COMPANY'S REASONABLE CONTROL; OR (C) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED TWO TIMES (2X) THE AGGREGATE 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.

## **16. Indemnification.**

**16.1.** Subject to the provisions of Section 15, 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 (including latent defects) relating to, the Device; and/or (iv) the design, components or manufacture of, and/or any defects (including latent defects) relating to, the supplied and unfilled Cartridges (prior to such Cartridges being filled).

**16.2.** 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 (including latent defects) relating to, the Device and/or unfilled Cartridges.

**16.3.** 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. If the Distributor does not give written notice within 12 months of receiving notice of such a claim, then the Company shall not be liable to indemnify the Distributor.

**16.4.** The Company shall not be responsible for costs or expenses incurred without its prior written authorization.

**16.5.** 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.

**16.6.** 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.

**16.7.** 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 raw material 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 federal laws relating to marijuana and marijuana products).

**16.8.** 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.

**16.9.** Distributor shall not be responsible for costs or expenses incurred without its prior written authorization.

**16.10.** 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.

**16.11.** 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. Term & Termination.**

**17.1.** This Agreement shall have an initial term of three (3) years commencing on the Effective Date (the "**Initial Term**"), unless earlier terminated by either Party upon thirty (30) days written notice to the other Party. Upon the expiration of the Initial Term, the Agreement shall be automatically renewed for one (1) additional year renewal term unless either Party

provides the other Party with thirty (30) days written notice prior to the end of the Initial Term of its election not to renew.

**17.2.** This Agreement also 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 thirty (30) 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 Applicable Law or Changes in 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. Effect of Termination.**

**18.1.** In the event of the termination of this Agreement pursuant to this Section, (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 subject to Section 12 where Changes in Law occurs, (ii) any license granted in this Agreement by each Party to the other Party will terminate and each Party 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) each Party's Marks and Intellectual Property Rights (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) each Party shall promptly take all steps necessary to transfer all Internet domain name registrations, business name registrations, and any other assets that use each Party's Marks or such other party or parties as each Party may designate, (iv) Distributor



shall return the Filling Machine at the Company's expense within seven (7) days of such termination, and (v) each Party shall return and no longer have access to any Resultant Data provided by each Party to the other Party. 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, 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.

**18.2.** Notwithstanding anything to the contrary, the provisions of Sections 5, 6, 7, 11, 15**Error! Reference source not found.**, 15.2, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37 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.

**19.3.** 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.

**19.4.** 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.

**19.5.** 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.

**19.6.** 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;

(b) in the case of mail, upon the earlier of actual receipt or three (3) business days after deposit in the United States Postal Service, first class certified or registered mail, postage prepaid, return receipt requested; and (c) in the case of nationally recognized overnight courier service, one (1) business day 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

Attention: Gregory Wagner, CEO  
Email: [gwagner@RYAH.com](mailto:gwagner@RYAH.com)

To Distributor: Medifarm Pty Ltd

PO Box 686  
Yandina Qld 4561

Attention: Mor Cohen and Adam Benjamin  
Email: [mcohen@medifarm.com.au](mailto:mcohen@medifarm.com.au) \_ [adam@medifarm.com.au](mailto:adam@medifarm.com.au)

**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; whether similar or dissimilar to those enumerated herein, beyond the Company's reasonable control. If an event of a Party's Force Majeure continues beyond thirty (30) calendar days, either Party may terminate this Agreement by giving written notice to the other and the Company shall refund any payments made to the Distributor.

**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

Notice Address: 205 East 42nd Street

14th floor New York, NY 10017

*"Gregory Wagner"*

**Medifarm**

By: 18 October 2019

Name: Mor cohen

Title: Managing Director

Notice Address: 51 Hutton Road, Kiamba,

Qld 4560, Australia

*"Mor Cohen"*

**Exhibit A**

**Redacted**

## **Exhibit B**

**Redacted**





