



SUPPLY AGREEMENT

This Supply Agreement (the “**Agreement**”) is entered into effective as of this 15th day of June, 2021 (“**Effective Date**”), by and between **LEVIATHAN US, INC.**, a Tennessee corporation having its business address at 557 Industrial Drive, Carthage, TN 37030 (“**Supplier**”), and **VERIDIA USA LLC**, a Delaware Limited Liability Corporation with its principal address at [REDACTED] (“**Purchaser**”), with the Supplier and Purchaser hereafter sometimes individually referred to as a “**Party**” and together as the “**Parties**”.

WHEREAS, Supplier is in the business of manufacturing products extracted from industrial hemp and procuring and reselling products extracted from industrial hemp; and

WHEREAS, Purchaser is engaged in the business of processing hemp products into higher value wholesale and consumer products; and

WHEREAS, Supplier and Purchaser desire to document the terms and conditions of their relationship.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated as part of the Parties’ agreement, and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, Supplier and Purchaser agree as follows:

DEFINITIONS. Terms used in this Agreement shall have the meanings defined as follows:

- (a) “**Product**” shall mean Full Spectrum Crude CBD Hemp Oil. (Additional products and pricing for the same may be agreed on between the Parties from time to time.)
- (b) “**Purchase Order**” shall mean a purchase order containing a description and quantity of Product ordered, the price for the Product, applicable tax, if any, agreed upon delivery terms and delivery specifications as set forth in the Purchase Order.

(d) **“Purchase Order Terms”** shall mean the terms and conditions contained in this Agreement (inclusive of Exhibits), and in any written amendments or modifications entered into between the Parties pursuant to this Agreement or the provisions of the Purchase Order. If there are any conflicts in (a) the terms and conditions contained in the Purchase Order or (b) correspondence between Supplier and Purchaser related to a Purchase Order, and this Agreement, then the terms and conditions of this Agreement shall govern.

1. PURCHASE AND SALE OF PRODUCTS.

Purchase Order. Pursuant to the terms and conditions of this Agreement, Supplier agrees to sell and deliver to Purchaser, and Purchaser agrees to pay for and accept from Supplier, Product which may be ordered from time to time by Purchaser pursuant to a Purchase Order accepted by Supplier, and in accordance with the Purchase Order Terms.

2. PURCHASE PRICE.

Supplier agrees to sell the Product to Purchaser at a price agreed to by both Parties prior to each individual sale. Purchaser shall be solely responsible for any sales, use, import, export, excise, or similar taxes applicable to the sale of the Products from Supplier to Purchaser. If applicable, Purchaser shall provide Supplier with a tax exemption certificate acceptable to relevant taxation authorities. Any sales tax due upon re-sale of the Products by Purchaser to its customers is solely the responsibility of Purchaser or its customer.

3. PAYMENT TERMS.

- (a) Purchaser agrees to pay Supplier 100% of the purchase price of each purchase order prior to shipping.
- (b) All payments shall be made by wire transfer to Supplier in accordance with Supplier’s wiring instructions.

4. TARGET VOLUMES. Supplier will serve as Purchaser’s primary provider of the Product, with an initial monthly volume target of 2,000-3,000 kilograms. The Supplier intends to invest in additional production capacity over the next 6 months in order to double its monthly production to 5,000-6,000 kilograms and service the Purchaser’s growing requirements for Product. Supplier agrees to provide reasonable advance notice of its monthly production capacity to enable Purchaser to plan its purchases of the Product from Supplier.

5. **TERM.** The Term of the Agreement shall commence on the Effective Date and shall continue for an initial one (1) year term unless otherwise terminated in accordance with the termination provisions of this Agreement. The Term shall automatically renew from year to year on each anniversary date for successive one (1) year terms after the first anniversary date, unless terminated in writing by either Party within sixty (60) days of the expiration of the initial term or any renewal term, or unless otherwise terminated in accordance with the termination provisions of this Agreement.

6. **DELIVERY OF GOODS/SHIPPING/PACKAGING.** Supplier shall deliver the Product per the terms listed below:

- (a) **Method of Delivery.** Purchaser shall choose the method of delivery and shall be responsible for all shipping costs prior to shipment. Product will be shipped in 55 gallon metal drums. Supplier is not responsible for any shipping costs and does not provide shipping insurance. Supplier is responsible for preparing the shipment according to Purchaser's instructions.
- (b) **Packing List and other Documentation.** Supplier shall include the batch number and packing list with each shipment of Product. Supplier shall also keep a copy of each batch number and packing list with regard to such Products being shipped. At Purchaser's request, Supplier shall provide Purchaser or its customer with a COA and SDS for each Product, as well as such other Product information as Purchaser may reasonably request.
- (c) **Location of Delivery.** The Product shall be deemed to have been delivered to Purchaser upon Supplier's delivery of the Product to Supplier's dock and pickup by Purchaser or Purchaser's designated shipping carrier.
- (d) **Delivery Notice.** Supplier shall provide Purchaser with the shipment tracking information once it is available so that Purchaser can track the Products in transit. Supplier will notify Purchaser of any delays that may affect the expected delivery date.
- (e) **Risk of Loss.** All Product is shipped FOB Supplier's manufacturing facility at 557 Industrial Road, Carthage, TN 37030, or such other manufacturing facility of Supplier designated by Supplier. Purchaser assumes responsibility for the Product, and all risk of damage, loss, or delay of the Product while in transit and following delivery at the designated location

- (f) **Extraordinary Expenses.** Any extraordinary expenses incurred by Supplier in connection with the manufacture, packaging or shipment of a Purchase Order shall be billed to Purchaser and paid prior to shipment. Examples of “extraordinary expenses” include but are not limited to additional expenses incurred to fill a rush order, special packing specifications, and expenses incurred as a result of change orders after Supplier has ordered raw materials or during production.

7. SUPPLIER’S REPRESENTATIONS AND WARRANTIES. Supplier hereby represents and warrants to Purchaser, or otherwise agrees, as follows:

- (a) That Supplier has the legal capacity to enter into this Agreement; that the execution and delivery of this Agreement has been duly authorized by any necessary corporate action; that the person executing this Agreement on behalf of Supplier is duly authorized to do so; that upon execution by all the Parties, this Agreement shall constitute a legal, valid, and binding Agreement of Supplier in accordance with its terms; and that the execution and performance of this Agreement will not conflict with or violate any law, agreement or obligation by which Supplier is bound.
- (b) Supplier or its subsidiaries or affiliates own and hold all rights or licenses incidental to ownership of any formulas used to manufacture the Product, all rights or licenses to any proprietary or patented ingredients in the Product, and all rights or licenses in patents, copyrights, trademarks, trade secrets or other proprietary or intellectual property rights associated with the Product which are necessary to manufacture, market, distribute, and sell the Product; to the best of Supplier's information, knowledge and belief, there are no other companies or individuals who can claim any rights or equitable interest in such rights and Supplier has full right, power, and authority to sell the Product.
- (c) Supplier has all necessary certifications to manufacture the Product, and shall comply fully with all applicable governmental laws, statutes, rules, regulations and requirements, whether State, Federal, or Local in connection with the production and manufacture of the Products.
- (d) Supplier shall manufacture and sell the Product to Purchaser in accordance with the Purchase Orders, after acceptance by Supplier.

- (e) Supplier shall maintain a certificate of analysis (“COA”) for the Product as to color, odor, appearance. Supplier shall also maintain a Safety Data Sheet (“SDS”) for the Product. At Purchaser’s request, Supplier shall provide Purchaser with a COA, full panel test inclusive of potency, residual solvents, pesticides, heavy metals and SDS for the Product, as well as such other information as Purchaser may reasonably request. Supplier shall provide Purchaser with the batch number with each shipment. The Product shall conform to the COA. Any dispute involving a matter not covered or defined in the COA shall not be a basis for refusing or objecting to Product except in the event of the failure of packaging. TO THE EXTENT THAT THE PRODUCT CONFORMS TO THE COA FOR SUCH PRODUCT, AND THE PACKAGING SUPPLIED BY SUPPLIER DOES NOT FAIL, PURCHASER AGREES TO ACCEPT THE PRODUCT "AS IS" WITHOUT ANY FURTHER REPRESENTATION OR WARRANTY. TO THIS END, EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THIS PARAGRAPH 7(e), SUPPLIER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES WITH REGARD TO THE PRODUCTS, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (f) The Supplier shall supply the Product to the Purchaser under the following parameters. The Product shall be processed with an ethanol or hexane hydrocarbon extraction, or an equivalent hydrocarbon approved by the Purchaser. The Product will be winterized, decarboxylated and there will be little to no fats, waxes, or sugars present in the Product. If the purchaser finds evidence of any of unwanted biproducts the Supplier shall replace the Product per paragraph 12 noted below.
- (g) The potency of the winterized Product shall be above 63% CBD potency by volume. There will be non-detectable pesticides or heavy metals. The residual solvents shall contain less than 2% of the ethanol or hydrocarbon indicated on the SDS sheet.
- (h) The Supplier shall provide the Purchaser with full tracking and traceability of the industrial CBD biomass used for each batch provided to the Purchaser.

8. PURCHASER’S REPRESENTATIONS AND WARRANTIES. Purchaser hereby represents and warrants to Supplier, or otherwise agrees, as follows:

- (a) That Purchaser has the legal capacity to enter into this Agreement; that the execution and delivery of this Agreement has been duly authorized by any necessary corporate action; that the person executing this Agreement on behalf of Purchaser is duly authorized to do so; that upon execution by all the Parties, this Agreement shall constitute a legal, valid, and binding Agreement of Purchaser in accordance with its terms; and that the execution and performance of this Agreement will not conflict with or violate any law, agreement or obligation by which Purchaser is bound.
- (b) Purchaser shall comply fully with all applicable governmental laws, statutes, rules, regulations and requirements, whether state, federal, or local.
- (c) Purchaser shall not make any representations or warranties concerning the Product other than those specifically agreed to in writing by Supplier or as set forth in any promotional materials provided by Supplier.
- (d) Purchaser shall not challenge any patents, trademarks or other intellectual property relating to the Product.

9. INDEMNITY. Each Party undertakes and agrees to indemnify, defend, and hold harmless the other Party and such other Party's respective officers, directors, shareholders, employees, agents, independent contractors, subsidiaries and affiliated Parties from and against any claims, demands, fees, penalties, actions, causes of action, liabilities, injuries, damages, losses, costs and expenses (including reasonable attorneys' fees), resulting from, whether directly or indirectly: (i) a breach of any of its representations or warranties, or (ii) its acts of gross negligence or willful misconduct or those of its officers, employees, agents, or independent contractors. Supplier agrees to indemnify, defend and hold Purchaser and its officers, directors, shareholders, employees, agents, independent contractors, subsidiaries and affiliated Parties harmless from any and all claims, demands, fees, penalties, actions, causes of action, liabilities, injuries, damages, losses, costs and expenses (including reasonable attorneys' fees) which any of such indemnified Parties may incur arising out of or related to any claims for products liability, product failure, damages caused by the proper use of the product, intellectual property infringement claims relating to Supplier's intellectual property, or similar claims. In addition, Purchaser agrees to indemnify, defend and hold Supplier and its officers, directors, shareholders, employees, agents, independent contractors, subsidiaries and affiliated Parties harmless from any and all claims, demands, fees, penalties, actions, causes of action, liabilities, injuries, damages, losses, costs and expenses (including reasonable attorneys' fees) which any of such indemnified Parties may incur

arising out of or related to: (i) any misrepresentations made by Purchaser concerning the Product, or any marketing claims, warranties or promises made by Purchaser concerning the Products which have not been expressly approved in advance in writing by Supplier, and (ii) Purchaser's entering into any contract which purports to bind Supplier without Supplier's prior approval. These indemnity agreements shall survive the expiration or termination of this Agreement.

10. STATUS OF PARTIES. Purchaser's status hereunder is that of an independent contractor. Purchaser understands that it is not an employee, agent or franchisee of Supplier. Each Party shall be solely responsible for payment of its own taxes on any income received by it under this Agreement. Neither Party shall be responsible to the other for withholding for income, self-employment, payroll or any other taxes. Moreover, nothing contained herein shall serve to make either Party an agent for the other, and neither Party shall have, or hold itself out as having, any right, power or authority to create any obligation, contract or liability, express or implied, on behalf or in the name of the other Party, or to bind the other Party.

11. CONFIDENTIAL INFORMATION / NONDISPRAGEMENT / NONSOLICITATION / NON-CIRCUMVENTION.

(a) "**Confidential Information**" means any proprietary information, trade secrets or other confidential business information disclosed, either directly or indirectly, by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") in the course of the performance of this Agreement, including, but not limited to specifications, formulas, recipes, ingredients, manufacturing processes, existing or contemplated products, research and development information, technology, quality control standards, instructions, procedures, coding systems, scientific or technical data, statistical data, testing data, contracts, manuals, customer lists, marketing information, pricing and financial information. The Receiving Party acknowledges that the Confidential Information of the Disclosing Party constitutes valuable trade secrets or proprietary information of the Disclosing Party, and the Receiving Party agrees that it shall use such Confidential Information solely in accordance with the provisions of this Agreement. The Receiving Party will neither disclose nor permit to be disclosed, either directly or indirectly, any Confidential Information to any third party without the Disclosing Party's prior written consent, except to attorneys, professional advisors, and officers of Receiving Party who have a need to know the Confidential Information for the purpose of performing this

Agreement (“Permitted Third Parties”), who shall be advised of this Agreement and agree to be bound by the provisions hereof. The Receiving Party agrees to be, and shall be, liable to the Disclosing Party for any and all damages to the Disclosing Party resulting from any breach of this Agreement by any Permitted Third Parties. The Receiving Party agrees to exercise reasonable care to protect the Confidential Information from unauthorized use or disclosure, to use such Confidential Information solely as necessary for the performance of its obligations under this Agreement during the term of this Agreement, and not to use any such Confidential Information for its own advantage outside of its obligations under this Agreement, or to the detriment of the Disclosing Party. The Receiving Party has no responsibility for safeguarding any information that it can document: (i) is in the public domain through no fault of the Receiving Party; (ii) was properly disclosed to the Receiving Party without restriction by a third party unrelated to the Disclosing Party prior to disclosure by the Disclosing Party; (iii) was properly disclosed to the Receiving Party by a third party unrelated to the Disclosing Party with legal authority to do so; (iv) was independently developed by the Receiving Party without use or reference to the Confidential Information; or (v) is required to be disclosed in compliance with a judicial or legislative order or proceeding. Provided however, that, to the extent permitted by and practical under the circumstances, the Receiving Party shall provide to Disclosing Party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, or if prior notice is not permitted or practical under the circumstances, prompt notice of such disclosure. In the event of actual or threatened breach of the provisions of this paragraph, Disclosing Party will be entitled to immediate injunctive and other equitable relief, without bond and without needing to show actual damage as a prerequisite, therefore. Upon the termination of this Agreement for any reason, Receiving Party shall, at its sole cost and expense, immediately deliver to Disclosing Party all Confidential Information, and all assets of Disclosing Party in its care, custody or control, including but not limited to books, records, memoranda, data, computer records and documents relating to the Disclosing Party’s business or customers, and other assets of Disclosing Party, whether or not such material contains Confidential Information. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

- (b) **Non-Disparagement.** Both Parties agree that during the term of this Agreement and thereafter, neither Party will, directly or indirectly, disparage the other Party, or its

affiliates or any of their respective officers, directors, managers, shareholders, members, employees, agents, representatives, successors and assigns, or the business, products, or services of any of the foregoing entities or persons. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

- (c) **Non-Solicitation.** During the term of this Agreement, and for a period of two (2) years from the date of expiration or termination of this Agreement, neither Party shall directly or indirectly, either on behalf of itself or on behalf of any other person, firm, partnership or corporation, in any corporate or representative capacity whatsoever, solicit, entice, induce, seek or attempt to cause any officer, director or employee of the other Party to discontinue his or her status or employment with the other Party or to become an employee, contractor, or agent of the soliciting Party or any other person or company. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
- (d) **Non-Circumvention.** Purchaser acknowledges that Supplier has a valuable business relationship with its licensors, partners, investors, vendors and suppliers, and Purchaser covenants and agrees with Supplier that it will not seek to circumvent Supplier or contact or contract directly or indirectly with any third party vendors, suppliers, licensors, investors, or partners of Supplier or interfere in Supplier's business relationship with such third party vendors, suppliers, licensors, investors, or partners of Supplier in any way. Purchaser further covenants and agrees that during the Term of this Agreement and for a period of two (2) years from the date of expiration or termination of this Agreement, it will not: (a) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any third party identified or introduced by Supplier to Purchaser; or (b) seek to by-pass, compete, avoid or circumvent Supplier in connection with any business opportunity identified or introduced to Purchaser by Supplier without Supplier's prior written consent. Likewise, Supplier covenants and agrees that during the Term of this Agreement and for a period of two (2) years from the date of expiration or termination of this Agreement, it will not: (a) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any third party identified or introduced by Purchaser to Supplier; or (b) seek to by-pass, compete, avoid or circumvent Purchaser in connection with any business opportunity identified or introduced to Supplier by Purchaser without Purchaser's prior written consent.

12. REFUND AND REPLACEMENT POLICY. No refunds will be provided for the delivered Product. Purchaser shall be deemed to have accepted the Product unconditionally unless Purchaser notifies Supplier in writing within five (5) business days from delivery that all or part of the Product does not conform to the COA and full panel test or that there has been a container packaging failure. Any such notice shall state with specificity the nature of Purchaser's objection and state the batch number for the Product at issue. Upon receipt of such notice, Supplier shall pull samples of each batch at issue and re-test the Product at its expense against the COA and full panel test. Supplier follows strict quality assurance procedures for every production run. Although rare, quality defects can occur. If Supplier determines that a Product is not in conformity with the COA and full panel test for such Product, Supplier agrees to remedy the non-conformance by replacing the non-conforming Product within fourteen (14) days of receipt of all non-conforming Product from Purchaser. If Supplier is replacing the Product, Supplier shall issue a written Return Material Authorization to Purchaser, and Supplier shall bear the cost of replacing and shipping the replacement Product to Purchaser. Supplier's liability for defective Product is strictly limited to the replacement of the non-conforming Product, and in no event shall Supplier's liability exceed the total purchase price paid by Purchaser for the Product affected. If Supplier determines, in its opinion, that the Product is conforming, Supplier may contest Purchaser's claim. Purchaser shall have the right, at its sole expense, to test the quality of the Product, or to audit the tests performed by Supplier upon reasonable notice to Supplier.

13. PRODUCT LIABILITY INSURANCE AND WAIVER. At all times during the Term of this Agreement, Supplier shall maintain Product Liability Insurance pertaining to the Product with coverage limits of at least \$1,000,000 per occurrence. To the extent that any claim against Purchaser is covered by Supplier's insurance, Purchaser waives the amount of such claim in excess of the proceeds received by Purchaser from such insurance coverage.

14. WITHDRAWAL PROCEDURES. In the event that any government or regulatory authority having jurisdiction over the manufacture or sale of the Product issues a recall with respect to any of the Product or any lot or lots thereof, or in the event that Supplier determines that an event, incident or circumstance has occurred which may result in the need for a recall or other removal from the market of the Product, or any lot or lots thereof, Supplier shall promptly notify Purchaser of such circumstances. Supplier shall have the sole authority to decide whether to commence a recall and shall control the process for any such recall or withdrawal of Product from the market. To the extent such recall occurs as a result of (i) Supplier's negligent manufacture of the Product;, or willful misconduct,

(ii) Supplier's failure to manufacture the Products in accordance with the terms of this Agreement or the specifications as represented by Supplier on the Product's labeling, (iii) any claim relating to Supplier's intellectual property or infringement of other's intellectual property, or (iv) Supplier's failure to comply with all applicable governmental laws, statutes, rules, regulations and requirements, whether state, federal, or local, and except to the extent that such recall is the result of Purchaser's gross negligent or intentional or willful misconduct, then (a) Supplier shall be responsible for the actual direct damages incurred by Purchaser as a result thereof, and the costs of removing such Product affected by the recall from the market, including but not limited to the expense of notifying Purchaser's customers, the cost of shipping the affected Product to Supplier and/or the cost of destroying the affected Product, and any cost of replacement of the Product, and (b) Supplier shall indemnify, defend and hold Purchaser harmless from and against any claims, demands, fees, penalties, actions, causes of action, liabilities, injuries, damages, losses, costs and expenses (including reasonable attorneys' fees and court costs), resulting from such recall, unless and except to the extent that such recall is the result of Purchaser's gross negligent or intentional or willful misconduct.

15. DISPUTE RESOLUTION. The provisions of this paragraph shall survive the expiration or termination of this Agreement. The Parties agree that they will work together to try to resolve any dispute, claim, crossclaim, or counterclaim that may arise out of or that is related to this Agreement, whether such matter involves a contract, tort or any other issue. If the Parties cannot resolve the issue on their own, the Parties covenant not to file any claim against the other in court except (i) as may be necessary to enforce the covenants of this Paragraph 15 or the covenants of Paragraph 11, through an action for injunctive or other equitable relief, as well as any damages at law under such Paragraphs, or (ii) as may be necessary for Supplier to collect amounts owed by Purchaser for Products sold under this Agreement. Such actions shall be brought only in the state courts sitting in Smith County, TN having jurisdiction over such matters (or as close to that location as possible), and each of the Parties hereby consents to the exclusive personal jurisdiction and venue of such courts for such purpose. With regard to all other disputes, the Parties agree to resolve the dispute through binding arbitration in Smith County, Tennessee. **THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT EXCEPT AS OTHERWISE SPECIFICALLY PERMITTED THEY ARE VOLUNTARILY WAIVING RIGHTS TO LITIGATE IN A COURT OF LAW AND ARE WAIVING ALL RIGHTS TO A JURY TRIAL.** The Parties shall mutually agree on an arbitrator, and will endeavor to choose a retired federal judge as the arbitrator. In the event that they cannot agree on an arbitrator they shall each select an arbitrator

and those two arbitrators shall select a third arbitrator as the sole arbitrator to adjudicate the dispute in accordance with the rules of the American Arbitration Association with the following amendments:

- (a) The entire arbitration process shall last no more than 60 days for the complete process; hearing, discovery, and ruling; and the Parties shall have no more than 30 days to complete discovery from the initiation of arbitration, unless the Parties otherwise mutually agree in writing;
- (b) The arbitrator shall assess penalties for delays to any Party that the arbitrator deems appropriate;
- (c) The hearing by the arbitrator shall not last more than two days and will take place in Smith County, TN (or as close as possible to that location);
- (d) Each Party shall submit a proposed final decision or solution at the conclusion of the hearing, and the arbitrator shall choose one Party's decision/solution or the other Party's, without the authority to vary from either;
- (e) The prevailing Party shall be reimbursed all its expenses as approved by the arbitrator;
- (f) Any late payments due shall bear interest at 10% per annum both pre- and post-ruling; and
- (g) The ruling by the arbitrator shall be recorded in a court of competent jurisdiction.

16. LIMITATION OF DAMAGES. In no event (including termination) shall either Party be liable or obligated in any manner for any special, incidental, exemplary, or consequential damages of any kind, including but not limited to damages alleged for lost profits, regardless of the form of action, whether in tort, contract, or strict product liability or otherwise. This waiver of consequential damages shall apply even if a Party has been informed in advance of the possibility of such damages.

17. ATTORNEY AND PROFESSIONAL FEES. In the event of any litigation or arbitration proceeding between the Parties with respect to this Agreement, the non-prevailing Party in such proceeding shall be obligated to pay all of the prevailing Party's reasonable and necessary attorney, accountant, and other professional fees, as well as all costs incurred by the prevailing Party in connection with such proceeding.

18. TERMINATION.

- (a) Termination Without Cause.** Either Party may terminate this Agreement without cause on sixty (60) days' written notice.
- (b) Termination by Mutual Agreement.** The Parties may terminate this Agreement by mutual agreement.
- (c) Termination for Cause.** Either Party shall have the right to terminate this Agreement immediately upon notice: (i) if the other party files bankruptcy, has a receiver appointed, is placed in involuntary bankruptcy, or is insolvent and fails to cure same within sixty (60) days; (ii) if the other party fails to pay any monetary obligation under this Agreement when due, and fails to cure same within five (5) business days after receipt of notice of such breach; (iii) if the other party breaches any representation in this Agreement or fails to perform any material term or condition imposed upon them and fails to cure same within fifteen (15) days after receipt of notice of such breach; (iv) if the other party engages in willful fraud, theft or other act of deceit upon the other; (v) if the other party engages in willful misconduct or gross negligence in the performance of its duties hereunder; (vi) if the other party is convicted of a crime related to their business; or (vii) if Supplier's license to manufacture and sell the Product is terminated in accordance with the provisions of such license agreement. Supplier shall have the right to terminate this Agreement for cause in accordance with the provisions of paragraph 5(f) if Purchaser fails to meet its sales thresholds and fails to cure same.
- (d) Winding Up.** Regardless of the reasons for termination, both Parties agree to deal with each other in good faith to wind up the Parties' business affairs.
- (e)** If this Agreement is terminated for any reason, the Parties shall continue to be obligated to each other for any monies owed under this Agreement as of the date of termination; and fulfilling any obligations relating to orders placed and delivered to Supplier as of the date of termination.
- (f)** Upon termination, Purchaser shall immediately return to Supplier all Proprietary information and Confidential Information of Supplier in its possession and destroy any digital copies or electronic data relating to such Proprietary information or Confidential Information. Supplier shall certify in writing to Supplier that it has complied with the requirements of this paragraph.

19. NOTICE. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either Party to this Agreement to or on the other, such notice or demand shall be in writing and shall be deemed to have been given or served (i) on the delivery date, if delivered by hand delivery, (ii) one business day after sent by any nationally recognized overnight courier such as Federal Express, UPS or other similar overnight delivery service, (iii) three business days after deposit in the U.S. Mail, registered or certified mail, return receipt requested, with sufficient postage affixed, or (iv) if sent by email, then upon proof of receipt, including if the Party to which the email is sent acknowledges receipt of the email in writing, whether by responding to the email, auto reply, by mail, or by some other means. All notices shall be sent to the address of the Party indicated below, or to such other address as a Party hereto may hereafter specify from time to time using the procedure set forth in this paragraph:

If to Supplier:

Leviathan US, Inc.
% [REDACTED], President
557 Industrial Drive
Carthage, TN 37030
[REDACTED]

With a copy to:
Martin J. Doane
Executive Chairman
Leviathan US, Inc.
115-250 The Esplanade
Toronto, ON M5A 4J6
[REDACTED]

If to Purchaser:

Veridia USA LLC
% [REDACTED], Managing Director
[REDACTED],
[REDACTED]

20. FORCE MAJEURE / IMPOSSIBILITY OR IMPRACTICABILITY OF PERFORMANCE. Except for Purchaser's payment obligations hereunder, neither Supplier nor Purchaser shall be considered in default hereunder or be liable for any failure to perform or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by circumstances beyond its reasonable control, and not as a result of the negligence of such Party, including, without limitation, acts of God, unsuccessful blending, changes in regulations, fire,

explosion, accident, theft, vandalism, acts of terrorism, pandemics, government orders, strikes and other labor difficulties, flood, windstorm, delays in transportation, embargoes, and inability to obtain necessary labor, fuel, materials, supplies, or power. The Party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of this Agreement as promptly as possible.

21. ENTIRE AGREEMENT/AMENDMENT. This Agreement represents the entire agreement and understanding between the Parties relative to the subject matter described, and supersede all prior agreements. To change anything in this Agreement, Purchaser and Supplier must agree to the change in writing and sign a subsequent document showing their changes or modifications. Both Parties agree to cooperate in good faith to negotiate reasonable modifications or amendments to this Agreement in the event that subsequent legislation, regulation, governmental action at any level, course of business, territory requirements, or other circumstances materially affect the relationship between the Parties or create a situation where a modification of the agreement would be appropriate under the circumstances.

22. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of Supplier and Purchaser and their respective legal representatives, directors, managers, officers, employees, agents, subcontractors, successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement to a subsidiary or related entity of which such Party has and maintains majority ownership and voting control or which is owned at least fifty (50%) by the same principals of such Party, or to its parent company, without consent of the other Party.

23. SEVERABILITY. The provisions of this Agreement are severable. Should any part or provision of this Agreement be held invalid or unenforceable by a competent authority within the applicable jurisdiction, the remaining provisions shall not be affected by such holding and shall continue to be valid and binding, and any provision held to be invalid or unenforceable will immediately be reformed and amended to the minimum extent possible in order for it to be valid and legally enforceable, consistent with the original intent of this Agreement.

24. WAIVER. The failure of either Party hereto to insist upon strict performance of any of the terms or provisions of the Agreement or to exercise any option, right or remedy herein contained shall not affect the right of such Party to enforce such term(s) or to demand strict performance thereof in the future, nor shall such failure be construed as a waiver or modification of such terms, provisions, option,

right or remedy, but the same shall continue and remain in full force and effect. Except as expressly provided otherwise, no waiver by any Party hereto of any term or provision hereof shall be deemed to have been made, unless expressed in writing and signed by such Party.

25. GOVERNING LAW. This Agreement and any dispute arising out of it shall be governed by the laws of the state Tennessee, including, without limitation, the provisions of the Tennessee Uniform Commercial Code, §47-2-101 et. seq., without regard to the choice of law provisions of such state.

26. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of, and may be enforced only by, Supplier and Purchaser and their respective successors and permitted assigns, and it is not for the benefit of, and may not be enforced by, any third party, except as the Parties may otherwise acknowledge or agree in writing. Specifically, without limitation, the Parties acknowledge that Supplier has no privity of contract with or obligations to Purchaser's customers.

27. CAPTIONS. The paragraph titles are for convenience only and shall not be binding on the Parties or in any way limit the scope or intent of this Agreement.

28. SURVIVABILITY. The provisions of Paragraphs 13-17, 18(d)-(g), 19 and 25 shall survive the expiration or termination of this Agreement.

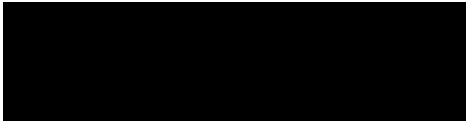
29. SIGNATURES. This Agreement can be executed in one or more counterparts, all of which taken together shall be considered one and the same agreement, it being understood that all Parties need not sign the same counterpart. Execution of this Agreement and any other required documents may be completed by exchange of electronic copies of signed documents. Electronic signatures or copies of original signatures shall be as binding as originals for all purposes.

{The rest of this page is intentionally left blank.}

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date indicated above.

SUPPLIER:

LEVIATHAN US, INC., a Tennessee Corporation

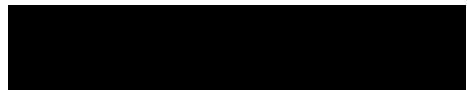


Martin J. Doane, Executive Chairman

Date: 15 June 2021

PURCHASER:

VERIDIA USA, INC., a Delaware Limited Liability Corporation



, Managing Director

Date: 15 June 2021