

## D lines Distribution agreement

This agreement is dated June 30, 2021.

### PARTIES

(1) **SILO WELLNESS** incorporated and registered in Ontario, Canada whose registered office is at 198 Davenport Road, Toronto, Ontario, M5R 1J2 (the “**Supplier**”)

(2) **LocoSoco Limited (Part of LocoSoco Group Plc)** incorporated and registered in England and Wales with company number 09066614 whose registered office is at LocoSoco, 8 Madeira Avenue, Leigh On Sea, Essex, SS9 3EB (the “**Distributor**”)

### BACKGROUND

(A) The Supplier wishes to appoint the Distributor as a distributor for the promotion and sale of the Products within the Territory as defined below, and the Distributor wishes to promote and sell the Products within the Territory on the terms of this agreement.

### AGREED TERMS

#### 1. DEFINITIONS AND INTERPRETATION

1.1 The definitions in this clause apply in this agreement:

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commencement Date:** 30 June 2021

**Products:** the products of the type and specification manufactured and packed under the Trade Marks and listed in *Schedule 1* and any other products developed by the Supplier and which the Supplier may permit the Distributor, by express notice in writing, to distribute to customers in the Territory.

**Term:** the term of this agreement, as determined in accordance with *Clause 11* (Commencement, duration and termination).

**Territory:** The United Kingdom.

#### 2. APPOINTMENT

The Supplier appoints the Distributor as its **exclusive distributor** to market and distribute the Products to independent retailers, buying groups, health food stores, online retailers, influencers and their, e-commerce and affiliates.

#### FOR DISCUSSIONS – BRAND PARTNERSHIPS

2.1 Introductions will be made with brand and distribution partners in the Territory on the terms of this agreement.

**2.2** The Distributor shall purchase the Products only from the Supplier.

**2.3** The Distributor shall not:

- (a) represent itself as an agent of the Supplier for any purpose;
- (b) pledge the Supplier's credit;
- (c) give any condition or warranty on the Supplier's behalf;
- (d) make any representation on the Supplier's behalf;
- (e) commit the Supplier to any contracts;
- (f) otherwise incur any liability for or on behalf of the Supplier.

**2.4** The Distributor shall not, without the Supplier's prior written consent, make any promises or guarantees about the Products beyond those contained in the promotional material supplied by the Supplier.

### **3. DISTRIBUTOR'S UNDERTAKINGS**

The Distributor undertakes and agrees with the Supplier that at all times during the Term it will:

- (a) use its best endeavours for the promotion, distribution and sale of the Products to the customers in the Territory;
- (b) not resell the Products at a price exceeding the maximum resale price from time to time specified by the Supplier in writing;
- (c) submit written reports at regular intervals to the Supplier, showing details of sales, service stock, outstanding customer orders and orders placed by the Distributor with the Supplier that are still outstanding, and any other information relating to the performance of his obligations under this agreement that the Supplier may reasonably require from time to time;
- (d) maintain, on its own account, an inventory of the Products at levels which are appropriate and adequate for the Distributor to meet all customer delivery requirements for the Products throughout the Territory;
- (e) keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the Products;
- (f) allow the Supplier, on reasonable notice, access to its accounts and records relating to the Products for inspection;
- (g) keep all stocks of the Products which it holds in conditions appropriate for their storage, and provide appropriate security for the Products, all at its own cost;
- (h) insure at its own cost with a reputable insurance company all stocks of the Products as are

held by it against all risks which would normally be insured against by a prudent businessman to at least their full replacement value and produce to the Supplier on demand full particulars of that insurance and the receipt for the then current premium;

#### **4. SUPPLY OF PRODUCTS**

- 4.1** Distributor initially orders 50 cases and intends to order a minimum of one [pallet] per month thereafter to reach guaranteed annual orders of one million pounds per year of the Term .
- 4.2** The Supplier undertakes to use its best endeavours to meet all orders for the Products forwarded to it by the Distributor in accordance with the Supplier's terms of delivery.

#### **5. SUPPLIER'S UNDERTAKINGS**

The Supplier agrees that at all times during the Term it shall:

- (a)** supply the Products only to the Distributor for resale to the customers in the Territory;
- (b)** restrict other distributors to which it sells the Products from making active sales to customers in the Territory;
- (c)** provide any information and support that may reasonably be requested by the Distributor to enable it to discharge its duties under this agreement properly and efficiently including tasting notes, training and point of sale material;
- (d)** approve or reject any promotional information or material submitted by the Distributor within 14 days of receipt;
- (t)** make reasonable commercial efforts to supply the Products to the Distributor for resale in the Territory in accordance with Distributor's forecast requirements;

#### **6. PRICES AND PAYMENT**

- 6.1** The prices to be paid by the Distributor to the Supplier for the Products are to be the Supplier's list prices as notified to the Distributor by the Supplier from time to time. The prices applicable as at the Commencement Date are set out in *Schedule 3*.
- 6.2** The Supplier shall give the Distributor 28 days' notice in writing of any rises in the prices for the Products.
- 6.3** Any and all expenses, costs and charges' incurred by the Distributor in the performance of its obligations under this agreement shall be paid by the Distributor, unless the Supplier has expressly agreed in advance in writing to pay such expenses, costs and charges.
- 6.4** As between the Supplier and the Distributor, the Distributor is solely responsible for the collection, remittance and payments of any or all taxes, duties, import, charges, levies,

assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, sale, importation, lease or other distribution of the Products.

## **7. VAT AND TAXES**

- 7.1** All sums payable under this agreement, or otherwise payable by any party to any other party under this agreement are exclusive of any VAT chargeable on the supplies for which such sums (or any part of them) are the whole or part of the consideration for VAT purposes.
- 7.2** Where, under this agreement, any party makes a supply to any other party (Recipient) for VAT purposes and VAT is or becomes chargeable on that supply for which the supplying party is required to account to the relevant tax authority, the Recipient shall, subject to the receipt of a valid VAT invoice, pay the supplying party (in addition to, and at the same time as, any other consideration for that supply) the amount of such VAT.
- 7.3** Where any party is required by this agreement to reimburse or indemnify any other party for any cost or expense, that first party shall reimburse or indemnify the other party for the full amount of the cost or expense, including any VAT on that amount, except to the extent that the other party is entitled to credit or repayment for that VAT from any relevant tax authority.
- 7.4** All taxes, duties, imports, charges, levies, assessments and other fees of any kind imposed on the purchase or import of the Products shall be the responsibility of, and for the account of, the Distributor.

## **8. CONDITIONS OF SALE**

The Supplier's conditions of sale in force from time to time shall apply to all sales by the Supplier to the Distributor under this agreement. The conditions of sale that apply at the Commencement Date are set out in *Schedule 4*. If there is any inconsistency between those conditions of sale and the provisions of this agreement, the latter shall prevail.

## **9. PRODUCT LIABILITY AND INSURANCE**

- 9.1** Subject to the Distributor fulfilling all the conditions in this Clause 9, the Supplier shall indemnify the Distributor against any liability incurred by the Distributor in respect of damage to property, death or personal injury arising from any fault or defect in the materials or workmanship of the Products and any reasonable costs, claims, demands and expenses arising out of or in connection with that liability (Relevant Claim), except to the extent the liability arises as a result of the action or omission of the Distributor.
- 9.2** The Distributor shall, as soon as it becomes aware of a matter which may result in a Relevant Claim:
- (a)** give the Supplier written notice of the details of the matter;

**(b)** give the Supplier access to and allow copies to be taken of any materials, records or documents as the Supplier may require to take action under *Clause 9.2(c)*;

**(c)** allow the Supplier the exclusive conduct of any proceedings and take any action that the Supplier requires to defend or resist the matter, including using professional advisers nominated by the Supplier; and

**(d)** not admit liability or settle the matter without the Supplier's written consent.

**9.3** During the Term, the Supplier shall maintain product liability insurance with a reputable insurer of no less than £5,000 for any one occurrence and no less than £10,000 in total in any one year for any and all liability (however arising) for a claim that the Products are faulty or defective. The Supplier shall provide a copy of the insurance policy and proof of payment of the current premium to the Distributor on request.

**9.4** The Supplier shall renew the insurance for the term of this agreement and within 14 days of each renewal shall produce to the Distributor the premium receipt for the renewal (or other evidence of the renewal satisfactory to the Distributor).

**9.5** If the Supplier fails to effect a renewal the Distributor is entitled to effect the insurance and the Supplier shall on demand reimburse to the Distributor an amount equal to the premium for that insurance.

**9.6** The Distributor undertakes to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any Products or batches of Products from the retail or wholesale markets. These records shall include records of deliveries to customers (including batch numbers, delivery date, name and address of customer, telephone number, fax number and email address).

**9.7** The Distributor shall, at the Supplier's cost, give any assistance that the Supplier shall reasonably require to recall, as a matter of urgency, Products from the retail or wholesale market.

**9.8** The Distributor shall:

**(a)** take such action, institute such proceedings and give such information and assistance as the Supplier may reasonably request to:

**(i)** dispute, resist, appeal, compromise, defend, remedy or mitigate the matter; or

**(ii)** enforce against any person (other than the Supplier) the rights of the Distributor in relation to the matter; and

**(b)** in connection with any proceedings related to the matter (other than against the Supplier), use professional advisers nominated by the Supplier and, if the Supplier so requests, allow the Supplier the exclusive conduct of the proceedings,

in each case on the basis that the Supplier shall indemnify the Distributor for all reasonable costs incurred as a result of any request or nomination by the Supplier.

## **10. LIMITATION OF LIABILITY**

**10.1** Nothing in this agreement shall limit or exclude the Supplier's liability for:

- (a)** death or personal injury caused by its gross negligence, or the gross negligence of its employees, agents or subcontractors (as applicable);
- (b)** fraud or fraudulent misrepresentation or wilful default; and
- (c)** any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

**10.2** Subject to *Clause 10.1*:

**(a)** The Supplier shall not be liable to the Distributor, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- (i)** loss of profits;
- (ii)** loss of sales or business;
- (iii)** loss of agreements or contracts;
- (iv)** loss of anticipated savings;
- (v)** loss of use or corruption of software, data or information;
- (vi)** loss of or damage to goodwill; or
- (vii)** any indirect or consequential loss.

**(b)** the Supplier's total liability for damage to property caused by the negligence of its employees in connection with this agreement shall be limited to £5,000 for any one event or series of connected events; and

**(c)** the Supplier's total liability to the Distributor in respect of all other loss or damage arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10,000 for the entire Term.

**10.3** The liability of the Supplier arising out of or in connection with the supply of Products under this agreement shall be subject to the limitations of liability set out in the Supplier's conditions of sale in force from time to time. The conditions of sale that apply at the Commencement Date are set out in *Schedule 4*.

## **11. COMMENCEMENT, DURATION AND TERMINATION**

- 11.1** This agreement takes effect on the Commencement Date and shall continue for an initial term of one year and indefinitely after that until terminated by either party giving at least three months' prior written notice to expire on or after the expiry date of the initial term.

This agreement has been entered as of the Effective Date.

### **SCHEDULE 1**

#### **THE PRODUCTS**

Marley Mushrooms (5 SKUs)

### **SCHEDULE 2**

#### **TERRITORY**

United Kingdom

### **SCHEDULE 3**

#### **PRICES**

£7 per unit



**SCHEDULE 4**

**CONDITIONS OF SALE**

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## Conditions of Sale

### 1. Definitions

**"Contract"** means the agreement under which we will deliver Goods, consisting of an Order and these terms and conditions (or, if appropriate under clause 3.4, any part of an Order) and any other documentation referred to therein.

**"Distributor"** or **"you"** means the customer from whom we have accepted an Order.

**"Goods"** are as set out in the Order accepted by us.

**"List Price"** means the Products price list available on request from Supplier.

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**"Order"** means any order for Goods accepted by us.

**"Price"** is as set out in the Price List agreed between the parties and in the absence of a Price List the List Price.

**"Price List"** means the price list for the Products sent by Supplier to the Distributor or available from Distributor on request.

**Supplier** **"we"** or **"us"** means Silo Wellness Inc whose registered office is at 65 Queen Street West, 9<sup>th</sup> Floor, Toronto, Ontario, M5H 2M5.

**"Specification"** means the product specification available from Horseguards London Dry Gin on request.

### 2. Price

2.1 The Price quoted excludes VAT, which is payable by you in addition, and any other relevant tax or duty (unless otherwise stated) which shall be payable by you as part of the Price unless the goods are sold under bond in which case you shall pay the tax or duty in accordance with applicable laws.

2.2 The Price quoted excludes delivery (unless otherwise stated).

2.3 Unless otherwise confirmed by us in writing, the Price charged will be the List Price applying at the time of Order.

2.4 Rates of tax and duties on the Goods will be those applying at the time of dispatch.

2.5 At any time before delivery we may adjust the Price to reflect any increase in our costs of supplying the Goods. We will provide notification of any adjustment 30 days prior to the adjustment taking effect.

### 3. Delivery

3.1 All delivery times quoted are estimates only.

3.2 If we fail to deliver within 14 calendar days from the agreed delivery date or other timescale notified by us, you may (by informing us in writing) cancel the Contract, however:

3.2.1 you may not cancel if we receive your notice after the Goods have been dispatched; and

3.2.2 if you cancel the Contract, you can have no further claim against us under that Contract.

3.3 If you accept delivery of the Goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss).

3.4 We may deliver the Goods in instalments. Each instalment is treated as a separate Contract.

### 4. Delivery and safety

We may decline to deliver if we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or the premises nominated for delivery (or the access to them) are unsuitable for our vehicle.

### 5. Risk

5.1 The Goods are at your risk from the time of delivery.

5.2 Delivery takes place either:

5.2.1 at our premises or delivery point (if you are collecting them or arranging carriage) from the time we have notified you that the Goods are available for collection;

5.3 You must inspect the Goods on delivery. If any Goods are damaged (or not delivered), you must write to tell us within two business days of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged Goods. By failing to notify us, you will be deemed to have accepted the Goods in full.

### 6. Payment terms

6.1 You must pay us in cleared funds before the date of dispatch.

6.3 If you fail to pay us in full by the due date:

6.3.1 we may suspend or cancel future deliveries;

6.3.2 we may cancel any discount offered to you;

6.3.3 we may charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998; (a) calculated (on a daily basis) from the date of our invoice until payment; (b) compounded on the first day of each month; and (c)

before and after any judgment (unless a court orders otherwise);

6.3.4 we may claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and

6.3.5 we may recover the cost of taking legal action.

## **7. Title**

7.1 Until you pay all debts you owe us:

7.1.1 all Goods supplied by us remain our property;

7.1.2 you must store them so that they are clearly identifiable as our property;

7.1.3 you must insure them (against the risks for which a prudent owner would insure them) and the proceeds of any claim should first be applied against any debt due to us;

7.1.4 you may use those Goods and sell them in the ordinary course of your business, but not if: (a) we revoke that right (by informing you in writing); or (b) you become insolvent.

7.2 You must inform us (in writing) immediately if you become insolvent.

7.3 If your right to use and sell the Goods ends you must allow us to remove the Goods.

7.4 We have your permission to enter any premises where the Goods may be stored:

7.4.1 at any time, to inspect them; and

7.4.2 after your right to use and sell them has ended, to remove them.

7.5 Despite our retention of title to the Goods, we have the right to take legal proceedings to recover the Price of Goods supplied should you not pay us by the due date.

7.6 You are not our agent. You have no authority to make any contract on our behalf or in our name.

## **8. Warranties**

8.1 We warrant that the Goods:

8.1.1 comply with their Specification at the time of delivery (as long as you comply with clause 8.3); 8.1.2 are free from material defects at the time of delivery (as long as you comply with clause 8.3); and 8.1.3 once paid for in accordance with clause 7 will be passed to you with good title.

8.2 To the extent permitted by law, we give no other warranty (and exclude any warranty, term or condition that would otherwise be implied under statute or at common law) as to the quality of the Goods or their fitness for any purpose.

8.3 If you believe that we have delivered Goods which are in breach of our warranty, you must:

8.3.1 inform us (in writing), with full details, as soon as possible and in any event within 28 days of delivery; and

8.3.2 allow us to investigate (we may need access to your premises and product samples).

8.4 If the Goods are found to be in breach of our warranty (following our investigations), and you have complied with the conditions in clause 8.3 in full, we will (at our option) either replace the Goods or refund the Price.

8.5 We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the Contract or the supply of Goods or their use, even if we are negligent.

8.6 Our maximum liability to you (from one single cause) for damage to property caused by our gross negligence is limited to Five Hundred Thousand pounds sterling (£500,000).

8.7 Subject to clause 8.2 and 8.8 for all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the Price of the Goods.

8.8 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

## **9. Specification**

9.1 We reserve the right to make any changes in the Specifications of our Goods which are necessary to ensure they conform with any applicable safety or other statutory requirements.

9.2 We also reserve the right to make minor modifications in our Specifications as we think necessary or desirable from time to time.

## **10. Return of Goods**

10.1 We will not accept the return of Goods from you unless:

10.1.1 by prior arrangement (confirmed in writing);

10.1.2 on payment of an agreed handling charge (unless the Goods were defective when delivered); and

10.1.3 where the Goods are as fit for sale on their return as they were on delivery.

## **11. Resale**

11.1 If the Goods are to be resold by you, you must ensure that:

11.1.1 the Goods are resold in the bottles or containers supplied by us;

11.1.2 the containers supplied by us are only used to contain or dispense the product supplied in those containers by us; and

11.1.3 they are not resold to end users if you are operating at the wholesale level of trade.

11.2 We shall be entitled to recover compensation from you by way of damages for any loss or damage arising directly or indirectly from any breach of this clause 11.

11.3 You must not knowingly allow the Goods to become the subject of duty evasion, including entering into a contract for the resale of the Goods to a purchaser whom you know or reasonably suspect is or is likely to become directly or indirectly involved in duty evasion. Where necessary we will advise **HM Customs & Excise** of any orders we suspect may become directly or indirectly involved in duty evasion.

11.4 You must not offer the Goods for resale to any purchaser whom you reasonably suspect will sell some or all of the Goods otherwise than in accordance with this clause 11.

11.5 Where you reasonably suspect that the terms in clause 11 have been breached you must supply us with full details of the resale transaction (including name and address of the purchaser and the type and quantity of Goods sold).

11.6 You must ensure that where you enter into a retail resale contract for the Goods the terms in clause 11 are incorporated into your contract.

## **12. Export terms**

12.1 Where the Goods are supplied by us to you by way of export from the United Kingdom, Clause 12 of these terms applies (except to the extent that it is inconsistent with any written agreement between us).

12.2 The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, and these terms prevail to the extent that there is any inconsistency.

12.3 Unless otherwise agreed, the Goods are supplied ex works our place of manufacture or distribution.

12.4 Where the Goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.

12.5 You are responsible for arranging testing and inspection of the Goods at our premises before shipment (unless otherwise agreed). We are not liable for any defect in the Goods which would be

apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit.

12.6 We are not liable for death or personal injury arising from the use of the Goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).

## **13. Cancellation**

13.1 Subject to clause 3.2.2, you may cancel the Order up to 10 days prior to the agreed delivery date.

13.2 We may suspend or cancel the Order, by written notice if:

13.2.1 you fail to pay us any money when due (under the Order or otherwise);

13.2.2 you become insolvent; or

13.2.3 you fail to comply with your obligations under these terms.

## **14. Waiver and variations**

14.1 Any waiver or variation of these terms shall not be binding unless:

14.1.1 made (or recorded) in writing:

14.1.2 signed on behalf of each party; and

14.1.3 expressly stating an intention to vary these terms.

14.2 All Orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an Order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

## **15. Force majeure**

15.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.

15.2 Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

## **16. Intellectual Property**

All intellectual property rights in the Products, their packaging or branded collateral belong to Supplier.

## **17. Assignment**

The Buyer shall not be entitled to assign or transfer any of its rights or obligations under these terms and conditions without the prior written consent of Horseguards London Dry Gin.

## **18. Data Protection**

18.1 In the event we collect any personal data from you we will use it for the purposes of performing the Contract and carrying out such credit checks as are necessary for administering or performing the Contract. We may also pass such personal data to third parties for the purposes of performing credit checks and providing trade references and to our insurers as they may require from time to time and will make available the data to such other organisations that we select for those purposes.

18.2 For the purposes of the prevention or detection of offences, and/or the apprehension or prosecution of offenders, we may share any information that we collect with the Police, other public or private sector agencies or representative bodies in accordance with the relevant legislation. Information shared in this way will not be used for marketing purposes.

## **19. Regulations and AWRS**

19.1 You warrant that you have at the time of placing an order and at all material times, all licenses, authorisations and consents that are legally required for you to order and take delivery of the Goods and/or to carry out your obligations under these terms. You further warrant that, if you conduct a controlled activity for the purposes of the The Alcoholic Liquor Duties Act 1979:

19.1.1 you have registered with HM Revenue and Customs for the Alcohol Wholesaler Registration Scheme ("AWRS")

19.1.2 you have complied with the requirements of AWRS; and

19.1.3 you have not been notified of any revocation of your AWRS registration.

## **20. General**

20.1 These terms and conditions and the Order accepted by us set out the entire agreement between the parties in relation to the supply of Goods and may only be amended by a written document signed by the parties.

20.2 English law is applicable to any Contract made under these terms. The English courts have non-exclusive jurisdiction.

20.3 If you are more than one person, each of you has joint and several obligations under these terms. 20.4 If any of these terms are unenforceable as drafted:

20.4.1 it will not affect the enforceability of any other of these terms; and

20.4.2 if it would be enforceable if amended, it will be treated as so amended.

20.5 We may treat you as insolvent if:

20.5.1 you are unable to pay your debts as they fall due; or

20.5.2 you (or any item of your property) become the subject of: (a) any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy); (b) any application or proposal for any formal insolvency procedure; or (c) any application, procedure or proposal overseas with similar effect or purpose.

20.6 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents do not form part of any Contract between us and you should not rely on them in entering into any Contract with us.

20.7 Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.

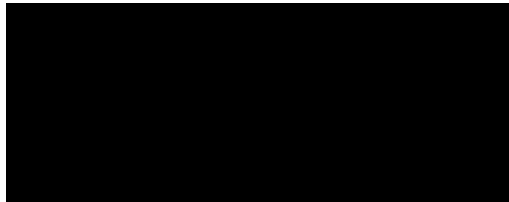
20.8 The only statements upon which you may rely in making the Contract with us, are those made in writing by someone who is our authorised representative and either:

20.8.1 contained in our estimate (or any covering letter) and not withdrawn before the Contract is made; or

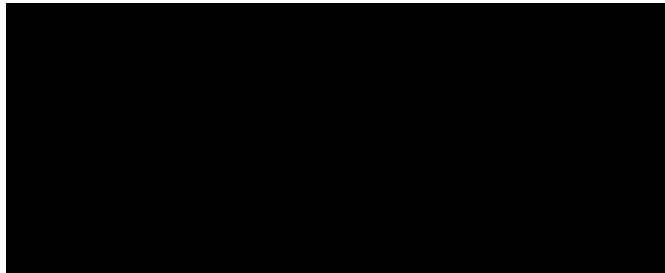
20.8.2 which expressly state that you may rely on them when entering into the Contract.

IN WITNESS WHEREOF this Agreement has been executed as of the day, month and year first above written.

**SILO WELLNESS INC.**



**LOCOSOCO LIMITED**



Signatories

**THE PRINCIPAL**

**SIGNED** for and on behalf of **SILO WELLNESS**

.....

Signature

.....

Print name

.....

[Title]

**THE AGENT**

**SIGNED for and on behalf of LOCOSOCO LIMITED**

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Signature

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Print name

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[Title]