

## GROVARA INTERNATIONAL BUYER AGREEMENT

This Grovara International Buyer Agreement ("**Agreement**") is effective as of the Effective Date set forth below ("**Effective Date**") and is by and between Grovara LLC, a Delaware limited liability company ("**Grovara**"), and the company set forth below ("**Buyer**"). The Agreement includes this cover page, the attached Buyer Terms and Conditions, and all other documents and terms and conditions referenced within such Buyer Terms and Conditions.

<b>Effective Date:</b>	Feb 20 2020
<b>Buyer Name:</b>	abc abc
<b>Buyer Address:</b>	423 HILL ST, APT 1, Santa Monica, CA, 90405, AL

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below.

**Buyer:**

By: B B  
abc abc  
Print Name: \_\_\_\_\_  
The Dude  
Title: \_\_\_\_\_  
Dated: Feb 20 2020

**Grovara:**

By: Joe Warner  
Joe Warner  
Print Name: \_\_\_\_\_  
XYZ  
Title: \_\_\_\_\_  
Dated: Feb 20 2020

## Buyer Terms and Conditions

These Buyer Terms and Conditions (these “**Terms and Conditions**”) are a part of the Grovara International Buyer Agreement (the “**Agreement**”) and apply to the Grovara B2B ecommerce platform located at Grovara.com (the “**Platform**”), Buyer’s access to and use of the Platform, and to all transactions within the scope of this Agreement (collectively, the “**Services**”). This Agreement includes, without limitation, these Terms and Conditions, the cover page to which these Terms and Conditions are attached, and the Grovara Terms of Service at <https://www.Grovara.com/Terms-of-Service/> (the “**Terms of Service**”), which are hereby incorporated in this Agreement by this reference and made a part hereof. For the avoidance of doubt, any reference in the Terms of Service to the contracting party referred to as “you”, “your”, or “yours” in such Terms of Service shall be construed to refer to the contracting party referred to as “Buyer” in these Terms and Conditions, and any references to the contracting party referred to in the Terms of Service as “Grovara”, “we,” “our,” or “us” shall be construed to refer to the contracting party referred to as “Grovara” in these Terms and Conditions.

BY REGISTERING FOR OR USING THE PLATFORM OR SERVICES, BUYER AGREES TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS AND ALL POLICIES, AGREEMENTS, AND GUIDELINES REFERENCED HEREIN, ALL OF WHICH ARE INCORPORATED BY THIS REFERENCE.

BUYER ACKNOWLEDGES AND AGREES THAT THE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 15 OF THE TERMS OF SERVICE, AN INDEPENDENT CONTRACTOR PROVISION IN SECTION 16.3 OF THESE TERMS AND CONDITIONS, AND A WAIVER OF CLASS ACTIONS IN SECTION 15.2 OF THE TERMS OF SERVICE, THAT MAY AFFECT BUYER’S RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO THE PLATFORM AND SERVICES.

### 1. Overview; Authorization.

**1.1.** The Grovara Platform is a digital marketplace that enables sellers of quality United States wellness products (such sellers, “**Brands**”) and interested buyers of those products to negotiate and complete sale transactions.

**1.2.** Grovara hereby approves and authorizes Buyer to participate as a buyer in the Platform during the term of the Agreement, and in such capacity, to maintain a Grovara buyer account and to purchase certain products listed for sale in the Platform (“**Products**”), for delivery to and resale to Buyer’s retail end customers in the market segment (“**Market Segment**”) within the geographic territory (the “**Territory**”) specified in Buyer’s Platform account, all in accordance with and subject to the terms, conditions, limitations, and restrictions in this Agreement.

**1.3. Eligible Products.** Subject to the terms and conditions in this Agreement, Buyer may place orders for Products listed for sale in the Platform (each, an “**Order**”), only for resale purposes to Buyer’s retail customers located in the Market Segment in the Territory; provided that, the Products are eligible for delivery to and sale in the Territory. The geographic territory to which any particular Product is eligible for delivery and sale will be as specified on its Product-specific details page within the Platform. Notwithstanding the foregoing, if such page indicates that a Product is not eligible for delivery to and/or resale within the Territory, Buyer may utilize the functionality provided via the Platform (where such functionality is available to Buyer) to request delivery to and resale of a Product in the Territory, and if Buyer’s request is approved, then Buyer may proceed with the Order.

**1.4. Market Segment and Territory.** Grovara shall have the right to determine and approve in its sole discretion the Market Segment and Territory in which Buyer is eligible to receive delivery of the Products and in which Buyer is authorized to resell the Products. Grovara reserves the right to adjust Buyer’s Territory and Market Segment from time to time in its sole discretion by updating Buyer’s account profile within the Platform, and the Territory and Market Segment that applies to each Order shall be the Territory and Market Segment specified within Buyer’s Platform account profile at the time Buyer places the Order.

**1.5. No Exclusivity.** Buyer’s authorization to buy Products and resell them in the Market Segment in the Territory shall be non-exclusive. Buyer agrees that neither Grovara nor any Brands shall be restricted by virtue of this Agreement from authorizing or appointing an unlimited number of other buyers, distributors, resellers, and/or agents to sell Products to any or all market segments in the Territory.

**1.6. Resale to Retail Customers Only; No Delegation.** Buyer represents, warrants, and covenants that any Products purchased by Buyer shall be for resale to Buyer’s retail customers in the Market Segment within the Territory only, and will not be sold by Buyer to subdistributors or to other resellers of any kind without Grovara’s prior written consent. Buyer shall not, without the prior written approval of Grovara, appoint any subdistributors or agents to promote, sell, and/or distribute Products in the Territory, whether with or without consideration. Further, notwithstanding any such appointments or Grovara’s approval thereof, Buyer shall at all times remain fully liable for the performance of its subdistributors and/or agents, and Buyer agrees to indemnify and defend Grovara from and against all damages, losses, costs, expenses, claims, demands, or actions arising in any manner from any act or omission on the part of Buyer’s subdistributors or agents.

## 2. Using the Platform; Investigations; Reservation of Rights.

2.1 Registration and Use. Buyer agrees to register for its Platform account and to use the Platform in strict accordance with this Agreement, including, without limitation, all applicable provisions in the Terms of Service. By registering to use, and/or actually using, the Platform, Buyer represents and warrants that: (i) if it is a business, it is duly organized, validly existing, and in good standing under the laws of the country in which its business is registered; (ii) it has all requisite right, power, and authority to enter into this Agreement, to perform its obligations hereunder, and to place Orders and conduct all related business transactions and activities on the Platform as contemplated under this Agreement; and (iii) all documents, videos, pictures, text, information, and other content that Buyer submits, uploads, and/or shares with Grovara or to the Platform will be accurate, truthful, and provided in accordance with applicable law, and neither such content nor Buyer's act of disclosing any such content to Grovara or the Platform will violate the intellectual property, privacy, proprietary, or other rights of any third party.

2.2 Restrictions on Use. Buyer will use the Platform and Services for lawful purposes only, and only in a lawful manner. Buyer agrees to comply with all applicable laws, statutes, and regulations. Buyer will not register to use the Platform under a false name or impersonate any Platform user. **Copying or scraping of information from the Services (including, without limitation, pricing information, product information, contact information, and/or company names) is strictly prohibited.** Any scraping or other violation of this Agreement is grounds for immediate suspension and/or termination of Buyer's Platform account, with or without notice to Buyer. Suspension or termination of Buyer's Platform account shall not result in termination of this Agreement unless Grovara elects to also terminate this Agreement at such time.

2.3 Investigations. Grovara has the right, but not the obligation, to monitor any activity and content associated with the Platform and investigate as it deems appropriate. Grovara may also investigate any reported violation of its policies or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, denying access, and/or removing any materials on the Platform. Grovara reserves the right and has absolute discretion to remove, screen, or edit any content on the Platform that violates these provisions or is otherwise objectionable. Grovara also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect Grovara's systems and customers, or to ensure the integrity and operation

of Grovara's business and systems, Grovara may access and disclose any information it considers necessary or appropriate, including but not limited to user contact details, IP addressing and traffic information, usage history, and posted content. Grovara has not received a National Security Letter, FISA order, or any other classified request for user information.

**2.4 Reservation of Rights.** Grovara retains the right to determine the content, appearance, design, functionality, and all other aspects of the Platform (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of the Platform and any element, aspect, portion or feature thereof, from time to time), and to delay or suspend listing of, or to refuse to list, or to de-list, any or all Products in Grovara's sole discretion. Grovara may in its sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop, and/or cancel any Orders with no obligation or liability to Buyer.

### **3. Orders.**

**3.1. Placement of Orders.** Provided Buyer's Platform account is active and in good standing and contingent on Buyer's compliance with the terms and conditions of this Agreement, Buyer may place Orders through the Platform. The Platform will display the price and payment terms for such Products, all of which Buyer agrees to by placing the Order through the Platform. There is no guarantee that Buyer's Order will be accepted. Orders are not binding until processed and accepted, and even after being accepted, may be canceled by Grovara at any time up until the point of delivery. Grovara and the applicable supplying Brand of the Product have the right to decline to accept all or any part of any Order placed by Buyer and to discontinue sale of any Product without incurring any liability under this Agreement whatsoever. Buyer shall not make any representations, warranties, promises, or guarantees regarding the Products to its customers, except those expressly stated in the description of the Product that are displayed within the Platform. Buyer is responsible for any and all liability and damages resulting from its failure to comply with the provisions of this Section 3.1. Buyer agrees to indemnify, defend, and hold harmless Grovara from and against all damages, losses, costs, expenses, claims, demands, or actions arising in any manner from failure to comply with this Section 3.1.

**3.2. Descriptions.** Grovara attempts to make the Product descriptions accurate. However, Grovara does not warrant that Product descriptions or other content within the Platform will be accurate, complete, reliable, current, or error-free. If a Product is not as described, Buyer's sole remedy is to return it to the Brand consistent with and subject to the terms, conditions, and Buyer's obligations in Section 4.3 below.

**3.3. Forecasts and Supporting Information.** Upon request by Grovara, Buyer shall provide Grovara with good faith forecasts for the purchase of Products identified by Grovara, including the estimated required delivery dates for such Products, as requested by Grovara from time to time. If the functionality to submit forecasts to Grovara via the Platform is available to Buyer through Buyer's Platform account, Buyer shall utilize such functionality to provide any required forecasts. If the Territory consists of more than one country, then the rolling forecast will indicate Buyer's intended purchases broken down for each country comprising the Territory. Buyer shall keep Grovara informed of all sales and promotional programs that are reasonably likely to materially increase the demand for Products in the Territory. In addition to forecasts, Buyer will promptly provide, within five (5) days of request by Grovara, any additional information requested by Grovara from time to time to support Buyer's compliance with the terms and conditions of this Agreement.

#### **4. Delivery.**

**4.1.** Unless otherwise agreed by Grovara or the Brand on a case-by-case basis, the Brands, not Grovara, are responsible for delivering Products to Buyer in conformance with the terms and conditions specified within the Platform. For each Product, if provided by Company to Grovara, the Platform will identify the state or country from which the item ships. If provided by the Brands to Grovara, the Platform may specify information regarding shipment, delivery terms, tracking (to the extent available), and Order status. All Orders submitted by Buyer, whether or not delivery dates are specified, may be subject to delays in delivery due to any cause beyond Grovara's reasonable control. Grovara has no liability for failure of such Order to ship. For example, the ultimate shipment of Orders is subject to the right and ability of Brands and Grovara to make such sales and shipments under all decrees, statutes, rules, and regulations of the United States of America and the agencies and instrumentalities thereof now or hereafter in effect which govern exports or otherwise pertain to export controls.

**4.2.** Buyer is solely responsible for the legal, regulatory, and customs acceptance for the Products into any given country within the Territory (including but not limited to ingredient statement, nutritional, and product claim compliance). Without limiting Buyer's responsibilities in the preceding sentence, Grovara will make commercially reasonable efforts to provide Buyer with information and documentation in Grovara's possession to assist Buyer with its obligations in this section, and will generally use commercially reasonable efforts at Buyer's request to assist Buyer with its obligations in this section. The delivery terms for each Order will be as specified in the Platform, as agreed to by Buyer and the applicable Brand in connection with such Order. If for any reason the delivery terms are not

specified within the Platform for the applicable Order, delivery of the Product(s) underlying the Order will be made Ex Works facilities designated by Brand in the Platform in connection with the Order (Incoterms 2010). —

**4.3.** Buyer shall carefully inspect the condition of the Product(s) ordered immediately upon receipt. All Products received shall automatically be deemed to be accepted by Buyer, except to the extent Buyer provides written notice of rejection to Grovara within five (5) days of delivery, which notice shall include sufficient supporting documentation and evidence, as applicable, to support the reason for Buyer's rejection. Products may only be rejected for being defective by virtue of failing to conform to the written description of the Products in the Platform at the time the Order was placed. If any Product is timely rejected and returned by Buyer within such five (5)-day period, due to any such defective condition supported by documents, photos, and other written evidence shared with Grovara by Buyer, then Grovara shall investigate the matter in consultation with Buyer and the applicable Brand, and if Grovara deems it appropriate to do so following such investigation, may refund to Buyer the purchase price paid for such Product in part or in full after receiving the applicable refund from the applicable Brand. Buyer agrees to cooperate fully with Grovara in connection with any such investigation, including, without limitation, by providing any information requested by Grovara, and Buyer agrees that this Section 4.3 states Buyer's sole and exclusive remedy, and Grovara's sole and exclusive responsibility to Buyer, in connection with any claim or allegation by Buyer arising out of or related to Products received in defective condition.

**4.4.** The terms and conditions of this Agreement will govern all Orders, notwithstanding any additional or inconsistent terms included with an Order, including, without limitation, any purchase orders or confirmation, whether provided by Buyer or by any Brand. Any such additional or inconsistent terms have no force or effect.

## **5. Fees and Payment.**

**5.1. Product Fees.** For each Order, Buyer will pay Grovara the price displayed within the Platform for the applicable ordered Product(s) ("**Purchase Price**"), in accordance with the payment terms displayed within the Platform for those Products. Buyer's sole remuneration under this Agreement is the difference between the Purchase Price and the price at which Buyer resells the Product to a customer. However, Grovara does not guarantee that Buyer will be able to succeed in its efforts to resell Products purchased under this Agreement, and Buyer hereby assumes the entire risk in this regard. Buyer may resell Products at such prices determined by Buyer, in its sole discretion. For the avoidance of doubt, Buyer shall not have the right to return Products because Buyer was unable

to resell Products and/or to resell them at a profit to Buyer or at any other price desired by Buyer. Buyer shall provide Grovara with a list of its initial sales prices for the resale of Products promptly upon request, and will provide price updates to Grovara no later than five (5) days prior to such update taking effect.

**5.2. Payment Terms.** If no contrary payment terms for Product fees or Service fees are specified in the Platform, then Buyer will pay such fees to Grovara within fifteen (15) days of its receipt of invoice, via bank wire. Buyer is responsible for all fees and costs associated with paying via bank wire. Buyer acknowledges and agrees that it has carefully reviewed the fees and payment terms listed and set forth in the applicable portions of the Platform. All such fees are stated in U.S. dollars, and must be paid by Buyer in U.S. dollars, unless expressly stated otherwise. The fees and payment terms may vary after the Effective Date, and the version in effect on the date of an Order will govern that Order. Section 3 of the Terms of Service shall apply to Buyer's payment obligations under this Agreement.

## **6. Buyer's Performance.**

**6.1.** Buyer shall use commercially reasonable efforts to perform the following "Full Service" sales and distribution functions: (i) increase the demand for and promote the purchase of Products by customers in the Market Segment in the Territory ("Customers"); (ii) maintain good relations with Customers in the Market Segment in the Territory; (iii) resell and distribute Products to Customers located in the Market Segment in the Territory; (iv) report to Grovara reasonable detail regarding all reselling of Products to Customers within the Market Segment in the Territory; (v) report to Grovara reasonable detail regarding all negotiations with prospective Customers within the Market Segment in the Territory; (vi) provide marketing services to Customers within the Market Segment in the Territory, including development and execution of cooperative advertising plans with Customers, local distribution and Product shipment information, and special in-store Customer promotions; (vii) provide to Grovara within ninety (90) days of the end of each year in the Term a report of Buyer's activities with respect to the Products in the Market Segment in the Territory during such year; and (viii) provide any additional services related to the performance of the foregoing as reasonably requested by Grovara.

**6.2.** Buyer shall use commercially reasonable efforts to perform the following "Retail Service" sales and distribution functions: (i) maintain regular and planned Customer visits, at frequencies mutually-agreed by Buyer and Grovara, (ii) maximize Product distribution to Customers in the Market Segment in the Territory; (iii) maximize and maintain Product positions on Customer shelves and in Customer cases in accordance with the manufacturer's standards, as set forth in the Platform or otherwise



provided by Grovara; (iv) implement retail schematic plan-o-grams for Products at Customer locations; (v) supply an adequate sales force dedicated on a full-time basis to the sale of Products; (vi) remove unsaleable Products from Customer shelves and Customer cases; (vii) present to Customer retail store managers Product surveys and suggested Product orders that are provided by Grovara to Buyer, and forward completed surveys to Grovara or its designees; (viii) report competitive product activity to Grovara's designated representative; and (ix) provide any additional services related to the performance of the foregoing as reasonably requested by Grovara.

**6.3.** Buyer shall refer and direct to Grovara for assistance, clarification, and disposition all questions or inquiries from Customers or prospective Customers regarding situations or supplemental information not provided in the Platform or otherwise in Grovara's marketing or other materials. In the course of representing Grovara, Buyer shall not disparage, denigrate, "run down," or make any negative comments regarding another manufacturer's or competitor's product and shall not solicit or sell Products, or enter into a type of arrangement, wherein the sale of Products is made conditional in any way on a user's purchase of another company's products. Buyer will use only Grovara-approved information, terms, and conditions in its advertising, sales promotions, solicitation, and other duties set forth in this Agreement. Buyer will not undertake to design or re-engineer any Products. In the event Buyer advises any person contrary to Grovara policies, specifications, term and conditions, or procedures applicable to Products or the proper use thereof, or induces any person to purchase or use any Product by misrepresentation of the Product, its characteristics, use, cost, availability, safety, or applications, then Buyer shall indemnify and defend Grovara from and against all damages, losses, costs, expenses, claims, demands, or actions arising in any manner which are incurred as a direct or indirect consequence thereof.

**6.4.** Buyer shall adhere to the general sales and other policies established by Grovara from time to time and made available to Buyer via the Platform or otherwise ("Sales Specifications"). Buyer specifically acknowledges and agrees that Buyer will act at all times in conformity with all international, national, federal, state, provincial, local and other rules, orders and regulations, including without limitation those of the country or local government authorities in the Territory or otherwise applicable to Buyer's performance under this Agreement. Buyer is particularly aware of, and will ensure that its employees and independent contractors are aware of, and agree to abide by, the obligations imposed by the laws of the United States of America and/or the country in the Territory restricting or otherwise addressing any payments to any governments or related persons for the purpose of obtaining or retaining any business for or with, or directing business to, any person or governmental authority.

**6.5.** Buyer shall use reasonable efforts to cover all trade shows, conventions and seminars of interest to potential Customers of Products in the Market Segment in the Territory, and shall offer Grovara the opportunity to send adequate Grovara representation to national trade shows. Buyer is responsible for, and shall pay, all expenses, charges, costs, fees, and taxes relating to or arising out of Buyer's performance of this Agreement, including any and all expenses relating to Buyer's maintenance of an office, and these are not subject to reimbursement by Grovara. If Buyer develops its own sales and marketing materials, it will not use such materials in connection with any of the Products unless and until such materials are approved in writing by Grovara.

**6.6.** Buyer shall not divert Products from the original shipment destination, and shall not solicit orders from, or resell or distribute Products to, a Customer if Buyer knows that such Customer intends to divert or resell those Products outside the Territory. Buyer agrees that diversion seriously impairs Grovara's marketing programs and reputation in the marketplace, and is therefore strictly prohibited, and that Buyer will not have a cure period for material breach of this section.

7. Packaging. Buyer will not tamper with or otherwise modify Product packaging. Buyer shall promote and resell the Products using only the trademarks regularly applied to the Products by their manufacturers, unless otherwise approved in writing by Grovara in advance in each instance.

8. Term and Termination.

**8.1. Term.** This Agreement begins on the Effective Date and continues for three (3) years ("**Initial Term**"). Thereafter, this Agreement automatically renews for additional one (1) year periods (each a "**Renewal Term**"), unless a party provides the other with written notice of non-renewal at least one hundred and eighty (180) days prior to the expiration of the then current Initial Term or Renewal Term, as the case may be. The Initial Term, together with any Renewal Terms, constitute the "Term" of this Agreement.

**8.2. Termination.** Grovara may terminate this Agreement for any reason or no reason at any time upon providing Buyer with written notice thereof. If a party materially breaches this Agreement, and fails to cure such material breach within thirty (30) days of written notice of such breach, then the non-breaching party, in addition to all other rights and remedies available to it under this Agreement or applicable law, shall have the right to immediately terminate this Agreement upon written notice delivered to the breaching party.

**8.3. Termination for Bankruptcy.** Upon the filing of a petition in bankruptcy, insolvency or reorganization against (and such filing is not stayed, lifted or dismissed in thirty (30) days) or by either party, or such party becoming subject to a composition for creditors, whether by law or agreement, or such party going into receivership or otherwise becoming insolvent, this Agreement may be terminated by the other party by giving written notice of termination to such party, such termination immediately effective upon such notice.

**8.4. Obligations Following Termination.** Upon expiration or termination of this Agreement: (i) each party will promptly, at its option, either return to the other party, or destroy, all Confidential Information of the other party in its control, and confirm its performance thereof in writing promptly on the other party's request (provided that; Grovara may retain any information as needed to comply with any applicable legal requirements); and (ii) Buyer shall immediately cease using the Grovara Trademarks (as defined below) and any manufacturer's trademarks, trade names or logos, except as may be required in connection with the sale of any remaining inventory of Products. Upon termination or expiration of this Agreement, Grovara and the applicable Brand shall each have the right, at their option, to (i) cancel any or all accepted Orders which provide for delivery after the effective date of termination or expiration, and/or (ii) repurchase any part or all of Buyer's inventory of Products in Buyer's possession as of the termination or expiration date (at Grovara's invoiced price to Buyer), less any deductions agreed to by Buyer and the Brand, if confirmed within the Platform. Grovara or the Brand may exercise their rights to cancel an Order or repurchase inventory as provided in this Section 8.4 by notifying Buyer in writing no later than fifteen (15) days after the effective termination or expiration date. Neither party will have any liability solely for terminating this Agreement as permitted by the terms and conditions hereof. Notwithstanding anything to the contrary in any of the foregoing, if this Agreement is terminated effective as of prior to the date that an Order is completed, and the Order is not canceled by the Brand or Grovara as provided in this Section 8.4, then the terms and conditions of this Agreement shall continue to govern over such Order until the Product has been delivered and Buyer has paid for such Order.

**8.5. Survival of Terms.** Sections 8.4, 8.5, 10, 11, 13, 14, 15, and 18 will survive termination or expiration of this Agreement, together with any other provisions which, by their nature, are intended to survive such termination.

## **9. Intellectual Property Concerns.**

**9.1 Limited Platform Subscription.** Subject to the terms, conditions, limitations, and restrictions of this Agreement, Grovara grants to Buyer, solely during the Term, a limited, revocable, nonexclusive, non-assignable

(except as part of a permitted assignment of this Agreement), non-sublicensable, non-transferable right to access and use the Platform from within the locations in the Territory where Buyer has offices, solely for use internally within Buyer's business and solely in connection with Buyer's internal business purposes, to place Orders for Products in the Market Segment in the Territory.

9.2 Grovara Trademarks. Buyer may use Grovara Trademarks (as such term is defined in the Terms of Service) in the Territory, only during the Term, and solely for display or advertising purposes strictly in connection with performing Buyer's obligations under this Agreement. Buyer shall not use any of a Brand's trademarks or any Grovara Trademarks in whole or in part as part of any corporate name or trademark of the Buyer, or attempt to register those trademarks or trademarks that are confusingly similar to any of the foregoing. Buyer shall promptly notify Grovara if it becomes aware of any use by others of Grovara Trademarks or of Brands' trademarks, or of any other activity which constitutes or could appear to constitute an infringement or passing off of any such trademark in the Territory. The Terms of Service contain additional terms and conditions related to Buyer's use of Grovara Trademarks, including, without limitation, in Section 7.3 thereof. All uses by Buyer of the Grovara Trademarks shall be in accordance with, and subject to, the applicable terms and conditions in the Terms of Service, including, without limitation, Section 7.3 thereof.

## 10. Confidentiality.

10.1 For purposes of this Agreement, "Confidential Information" means the terms of this Agreement, and any non-public information or other materials provided by one party to the other under or in connection with this Agreement that is marked as "confidential" or "proprietary" or with a similar legend, or that a person would reasonably understand under the circumstances to be treated as confidential. Confidential Information does not include any information to the extent that the receiving party can reasonably demonstrate such information: (1) is or becomes part of the public domain, other than as a result of the actions of the receiving party or its employees or contractors; (2) was already rightfully known to the receiving party as of the time it is disclosed to or obtained by the receiving party; (3) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party, or (4) is independently developed by the receiving party without reference to the other party's Confidential Information.

10.2 Except with the prior written consent of the disclosing party, a receiving party shall not: use the disclosing party's Confidential Information except to exercise or its rights or perform its obligations in this Agreement, or disclose the disclosing party's Confidential Information other than: (i) to

such party's attorneys, accountants and financial representatives under a duty of confidentiality as may be reasonably necessary in order to receive their professional advice; (ii) to such party's employees and contractors who have a need to know for purposes of this Agreement; or (iii) in connection with any legal, governmental or administrative proceeding, provided that the receiving party gives prior written notice of such disclosure to the disclosing party (if legally permitted) in order to afford the disclosing party a reasonable opportunity to seek a protective order and the receiving party cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

10.3. Each party acknowledges that failure to abide by the confidentiality requirements of this Agreement may cause irreparable harm to the other party, for which damages will not be an adequate remedy. Accordingly, each party has the right to seek injunctive relief to restrain any actual or threatened breach of Section 10, without the necessity of posting bond or other security and that such remedy is additional to and does not limit the availability of any other remedy available in law or equity.

10.4. Data Protection Addendum. To the extent that Buyer provides any Personal Data (as that term is defined by Regulation 2016/679 of the European Parliament and of the Council (i.e., the General Data Protection Regulation)) in the course of Buyer's use of the Platform or at any time in connection with performing its obligations or taking any other action under this Agreement, Buyer agrees that any processing of such Personal Data shall be governed by the Data Processing Addendum which is available at this link: <https://www.Grovara.com/Buyer-DPA>.

11. Non-Circumvention Covenant. Buyer acknowledges that Grovara has proprietary relationships with its companies, customers, manufacturers, and others in its sales, supply, and distribution network ("**Network Partners**"). Accordingly, until two (2) years after the termination or expiration of this Agreement (the "**Restricted Period**"), Buyer shall not, directly or indirectly, through any representative, affiliate, or otherwise, sell to, contact, contract, communicate, solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept or consider any proposal of or transact any business with any Network Partners. Buyer will, as the case may be, immediately notify Grovara regarding any contact between a Network Partner or its representatives and any other person regarding any such offer or proposal or any related inquiry. In addition, Buyer agrees that (i) for the Term of this Agreement and for three (3) years thereafter, Buyer shall not directly or indirectly, through any representative, affiliate, or otherwise, sell to, buy from, contact, contract with, utilize, solicit or entertain offers from, negotiate with, or in any manner encourage, discuss, accept or consider any proposal of or transact any business with or

through another business-to-business digital marketplace platform to purchase or sell United States wellness foods and products; and (ii) that in the event of the termination or expiration of this Agreement for any reason whatsoever, Buyer shall not interfere with, seek to influence, or alter or in any way circumvent Grovara's business or relationship with any of the Network Partners in any manner whatsoever during the Restricted Period. Buyer acknowledges and agrees that the foregoing restrictions are reasonable and necessary for Grovara to protect its rights in its Confidential Information and proprietary sales, supply and distribution network that it has invested substantial time and resources to develop.

12. Insurance. During the Term, Buying Partner shall maintain and upon request shall furnish to Grovara, certificates of insurance, from insurance companies reasonably satisfactory to Grovara, for comprehensive general liability, product liability insurance, and blanket contractual liability coverage against claims for bodily injury, death and property damage, and indemnification claims, affording minimum single limit protection of Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate. Each such insurance policy shall contain a provision that no cancellation shall be made without at least thirty (30) days' prior written notice to Grovara, and with respect to liability insurance, shall name Grovara as an additional insured.

13. Indemnification; Limitation of Liability and Disclaimers.

13.1. Buyer shall defend, indemnify, and hold harmless Grovara and its affiliated companies, and its and their respective directors, managers, owners, officers, employees, agents, owners, representatives, partners, and contractors, from and against all damages (including, without limitation, damages for injury to property or persons and incidental and consequential damages), losses, deficiencies, liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) relating to any third-party actions, suits, demands, or claims resulting or arising from: (i) any breach or alleged breach of any representation, warranty, or covenant made by Buyer in this Agreement; (ii) Buyer's gross negligence or willful misconduct; and/or (iii) any allegation that any materials or information provided by Buyer violate any applicable laws, infringe upon the intellectual property rights of a third party, or cause damage, personal injury or have otherwise harmed, a third party, including, without limitation, any product liability or similar claims. As the indemnifying party ("Indemnifying Party"), Buyer's obligation to indemnify an indemnified part ("Indemnified Party") under this section is subject to the Indemnified Party: (i) notifying the Indemnifying Party of the claim or action giving rise to the indemnity (except that the Indemnified Party's failure to promptly notify the Indemnifying Party only excuses the Indemnifying Party's indemnity obligation to the extent that the Indemnifying Party was materially

prejudiced thereby); (ii) providing the Indemnifying Party with sole and exclusive control over the defense and/or settlement of such action or claim, except that the Indemnifying Party shall not, without the Indemnified Party's prior written approval, agree to any settlement of any claim or enter an admission on the Indemnified Party's behalf; and (iii) providing the Indemnifying Party with all reasonably requested information and assistance to defend and/or settle any such claim or action, at the Indemnifying Party's expense.

13.2. FOR THE AVOIDANCE OF DOUBT, THIS AGREEMENT IS SUBJECT TO THE EXCLUSIONS AND LIMITATIONS OF LIABILITY, AND THE DISCLAIMERS OF WARRANTIES SET FORTH IN THE TERMS OF SERVICE WHICH HAVE BEEN INCORPORATED INTO THIS AGREEMENT BY REFERENCE AS PROVIDED ABOVE, INCLUDING, WITHOUT LIMITATION, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY, AND THE DISCLAIMERS OF WARRANTIES CONTAINED IN SECTIONS 9 AND 10 OF THE TERMS OF SERVICE.

14. Force Majeure. Neither party will have any liability whatsoever to the other or be deemed to be in default of this Agreement as a result of any delay or failure in performing its obligations hereunder to the extent that any such delay or failure arises from causes beyond the control of that party without the fault or negligence of that party, including, but not limited to, earthquakes, hurricane, flood, fire or other acts of God, acts of any governmental or supra-national authority, war (declared or undeclared), rebellion, riot, civil disorders, or national emergency, strikes, lock-outs and industrial disputes, laws, regulations, acts of civil or military authorities (including the denial or cancellation of any necessary license), power failure, criminal or malicious acts of third parties, unavailability of materials, carriers or communications facilities, Internet and network disruptions. To the extent possible, a party shall promptly notify the other party upon the occurrence of a force majeure event and expected duration thereof.

15. No Corrupt Practices. Grovara and Buyer, and their employees, are aware of, and agree to abide by, the obligations imposed by the laws of the United States of America and the country or countries comprising the Territory dealing with payments to governments or related persons for the purpose of obtaining or retaining business for or with, or directing business to, any person. Accordingly, Grovara and Buyer warrant and represent to each other that no portion of any monies paid or payable to Grovara or Buyer in connection with this Agreement shall, directly or indirectly, be paid, received, transferred, loaned, offered, promised or furnished (hereinafter collectively described as "paid"): (i) to or for the use of any officer or employee of any department, agency, instrumentality or corporation thereof or controlled thereby, or any political party or official of

a political party or any candidate for a political office, or any person acting for or on behalf of any of the foregoing, or any person or firm who has paid or will pay any portion thereof to any of the foregoing, for the purpose of obtaining or retaining business for or with, or directing business to, any person; or (ii) in any other manner which will violate the tax, currency, exchange, commercial bribery or other laws of any country in the Territory or the United States of America, or any other applicable jurisdiction. The foregoing does not apply to payments of nominal amount made to such foreign officials for the purpose of expediting or securing the performance of a routine governmental action. Grovara and Buyer shall keep complete and accurate records of all payments of any kind made by it from or with respect to compensation, service fees or other payments received from Buyer or Grovara, as applicable, and such records shall be subject to inspection and audit by Buyer or Grovara, and their agents, at any time upon one (1) week prior written notice.

## 16. Miscellaneous.

16.1. Entire Agreement; Modification; Language. Except to the extent expressly agreed otherwise by Grovara and Buyer, this Agreement supersedes and cancels any previous agreements or understandings, whether oral, written or implied, heretofore in effect between Grovara and Buyer and sets forth the entire agreement between Grovara and Buyer. No modification or change may be made in this Agreement except by written instrument signed by a duly authorized officer of each party. This Agreement has been prepared in English, and the English version thereof will prevail and be binding even though a translation may also be prepared.

16.2. Notices. All notices and other communications required to be sent to Grovara under this Agreement must be in writing and sent to The Yard, ATTN: Grovara, 21 S. 11th Street, Philadelphia, PA 19107, USA; and shall be deemed to have been given (i) upon delivery with written confirmation of receipt, if delivered personally, (ii) on the date received, if mailed by first class certified mail, registered mail, or express mail, in each case with postage prepaid and return receipt requested, or (iii) on the date received if sent by an internationally recognized overnight delivery or courier service, with delivery charges prepaid and proof of delivery or receipt obtained. Grovara may change its address for purposes of this section by giving written notice of such change to the other party. All notices and other communications required to be sent to Buyer under this Agreement may be sent by e-mail or will be posted via the Services, or may be sent by mail to the postal address of Buyer on the cover page of this Agreement. If sent by email, Grovara will use the e-mail address maintained in Buying Partner's Platform account. If sent by mail, the notice will be deemed to have been given (i) upon delivery with written confirmation of receipt, if delivered personally, (ii) on the date received, if



mailed by first class certified mail, registered mail, or express mail, in each case with postage prepaid and return receipt requested, or (iii) on the date received if sent by an internationally recognized overnight delivery or courier service, with delivery charges prepaid and proof of delivery or receipt obtained. A party may update its address for notice purposes by notice provided to the other party in a form and manner consistent with this Section 16.2.

16.3. Independent Contractors. The parties hereto intend by this Agreement to authorize Buyer to purchase Products and sell them to Buyer's Customers in the Market Segment in the Territory. No other relationship is intended to be created between the parties, and nothing in this Agreement will be construed so as to give Buyer any other rights or entitle Buyer to represent or bind Grovara in any manner relating to the conduct of Grovara's business. Buyer is an independent contractor and under no circumstances will Buyer commit Grovara to the delivery of Products, or purport to legally bind Grovara in any matter, or hold itself out as an employee or agent with legal authority to bind Grovara. Furthermore, neither Buyer nor any of the individuals whose compensation for services is paid by Buyer is in any way, directly or indirectly, expressly or by implication, employed by Grovara, nor shall any of them be deemed to be employed by Grovara for purposes of any tax. Buyer accepts and assumes exclusive liability for any payroll taxes or any corresponding law with respect to the agents or individuals whose compensation for services is paid by Buyer. Buyer is also liable for its own local business, income, sales and use taxes, license fees and similar items. Buyer shall be solely responsible for the hiring, compensation, termination, and all other matters relating to any persons, companies, or corporations employed by Buyer for any reason whatsoever, and shall indemnify Grovara against any injuries, actions, or proceedings, arising from or related to the employment or engagement of such persons or companies.