

GROVARA PLATFORM BRAND MANAGEMENT AND DISTRIBUTION  
AGREEMENT

This Grovara Platform Brand Management and Distribution Agreement (this "**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 ("**Company**"). The Agreement includes this cover page, the attached Terms and Conditions, and all other documents and terms and conditions referenced within such Terms and Conditions.

<b>Effective Date</b>	Dec 13 2019
<b>Company Name</b>	testco38
<b>Company Address</b>	test st, Duluth, MN, 55804, US
<b>Activation Fee</b>	6000

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

**Company:**

By: Chase Dunbar

Print Name: chase

Title: test

Dated: Dec 13 2019

**Grovara:**

By: Joe Warner

Print Name: joe

Title: test

Dated: Dec 13 2019

Grovara Platform Brand Management and Distribution Agreement - Terms and Conditions

These Terms and Conditions are a part of the Grovara Platform Brand Management and Distribution Agreement (the “**Agreement**”) and apply to the Grovara B2B ecommerce platform located at Grovara.com (the “**Platform**”), Company’s access to and use of the Platform, and to all transactions and Company’s receipt of any other Grovara services, whether provided via the Platform or otherwise, within the scope of this Agreement (collectively, the “**Services**”). This Agreement includes, without limitation, the cover page to which these Terms and Conditions are attached, and the Grovara Terms of Service at <https://ww.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 “Company” 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, COMPANY 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.

COMPANY 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 17 OF THESE TERMS AND CONDITIONS, AND A WAIVER OF CLASS ACTIONS IN SECTION 15.2 OF THE TERMS OF SERVICE, THAT MAY AFFECT COMPANY’S RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO THE PLATFORM AND SERVICES.

1. Appointment.

1.1 Company hereby appoints Grovara as its sole and exclusive authorized seller and distributor of Company’s products, including but not limited to those products sold under the brand names and products listed in Company’s user account on the Services (collectively, the “**Products**”). With Grovara’s prior approval (by email sufficing), certain products and brands may be excluded from the definition of “Products” under this Agreement. The exclusive distribution right shall include the right to offer, sell, and distribute Products to all customers in the “**Territory**,” as such term is defined hereinafter. Such appointment shall be effective during the Term (as such term is defined in Section 7 of this Agreement) of this Agreement and such other times as may be permitted under this Agreement. For the avoidance of doubt, Grovara may distribute Products to any person or entity in the Territory, including, without limitation, retailers, resellers, and other companies, organizations, or natural individuals (collectively, “**Downstream Buying Partners**”). Without limiting the generality of the foregoing, Grovara’s exclusive rights extend to all entities, sales channels, and

markets of every kind, including, but not limited to, any and all retail, food service, and internet (via the Platform and otherwise) sales and distribution channels and markets. Unless otherwise agreed in writing by the parties, promptly upon execution of this Agreement, Company will transition any existing Downstream Buying Partner accounts in the Territory to Grovara ("**Preexisting Accounts**") and shall cease to promote or make sales of Products in the Territory and shall use commercially reasonable efforts to stop any other distribution partners from promoting or making sales of Products in the Territory. Orders for Products may be placed and/or fulfilled through use of the Platform or otherwise, at Grovara's discretion.

"**Territory**" means the countries and other geographic regions to which Grovara's exclusive rights under this Agreement shall apply, and shall be as identified in Company's Platform user account, and/or may include the regions otherwise expressly agreed to in writing by both parties as being included in the "Territory." The Territory may be modified by either party by being adjusted via the Platform; provided that, any proposed changes by Company to the Territory shall be submitted through the Platform for approval by Grovara and shall be effective only upon acceptance of the change by Grovara. Any changes to the Territory shall apply prospectively to periods occurring after the effective date of change only.

2. Grovara Obligations. Grovara shall use commercially reasonable efforts to promote and solicit sales orders for the Products in the Territory. Grovara will coordinate all necessary registrations, or other documentation required for compliance with each foreign country's import, customs acceptance, labeling, packaging and other applicable foreign trade requirements for the distribution and sale of Company's Products into any given country within the Territory ("**Import/Export Documentation**"); provided that, Company provides to Grovara all necessary information, documentation and cooperation required and requested in support of such compliance and registrations. Terms of payment, place of delivery, shipping, transportation, insurance, and other terms and expenses of delivery of Products shall be mutually agreed to by Grovara, Company, and the applicable Downstream Buying Partner in writing in connection with each order. Grovara shall use commercially reasonable efforts to manage all marketing for Company Product initiatives launched by Grovara or any of its Buyers in the Territory.

3. Pricing; Compensation; Expenses.

**3.1** Company shall be eligible for compensation in exchange for Products properly provided to fulfill purchase orders under this Agreement, as follows, and subject to all other applicable terms and conditions in the Agreement:

3.1.1 For Products sold through the Platform, the then-current (i.e., at the time the purchase order is received) dollar amount reflected in the "**Unit Cost**" field for the applicable Products, as listed in Company's Platform user account (such dollar amount, the "**Unit Cost**"), shall be Company's sole compensation in exchange for corresponding Products provided by Company to fulfill purchase orders placed by all

Downstream Buying Partners except Preexisting Accounts under this Agreement, and the collection of such Unit Costs shall be the “**Price List**” for purposes of such Platform-facilitated transactions and other covered transactions under this Agreement.

- 3.1.2 For Products sold other than through the Platform, the then-current applicable Unit Costs shall also be Company’s sole compensation in exchange for providing corresponding Products to fulfill purchase orders placed by all Downstream Buying Partners except Preexisting Accounts under this Agreement, unless otherwise agreed to in writing by Grovara (by email sufficing).
- 3.1.3 The price list to determine Company’s sole compensation in exchange for Products provided by Company to fulfill purchase orders placed by Preexisting Accounts (after deducting Grovara’s commission as provided in Section 3.6, below, from such prices) (for clarity, whether such transactions are completed with or without use of the Platform), shall be handled on a case-by-case basis for each account and shall be as mutually agreed between the parties in writing (by exchange of emails sufficing), and in any such case, Grovara will make reasonable efforts to agree to honor any pricing required under the preexisting relationship between Company and the Preexisting Accounts. Company will not be eligible for payment in connection with an order unless the applicable Products were properly delivered to and accepted by the Downstream Buying Partner and Grovara receives payment in full from the Downstream Buying Partner.
- 3.1.4 Grovara will pay Company amounts owed under this Section 3 by check or wire transfer unless otherwise required by Grovara, at such times as determined by Grovara in connection with each order.
- 3.1.5 Unless otherwise permitted by Grovara in writing, Company will provide to Grovara at least one hundred twenty (120) days’ advance written notice of any changes to any prices for the Products listed within or associated with Company’s Platform user account, including without limitation any changes to the Price List or to any other pricing agreed upon by the parties. Notice may be provided to Grovara’s address above or by email to Company’s designated Grovara account administrator, or through any functionality to communicate Price List changes made available to Company via the Platform. Any updated Price List (or modified line item thereof) shall replace the then-current Price List, effective as of the date identified in Company’s notice; provided that, such date must be at least one hundred twenty (120) days after the date the notice is received by Grovara. Notwithstanding any of the foregoing, Company understands that from time to time, there may be additional special discounts off the Price List requested by Grovara for Territory markets that are hyper-price sensitive. Any such discounts will be as negotiated and agreed between Grovara and Company in good faith, in light of what is in the best interests of, and best promotes the welfare of, the brands

mentioned in Exhibit A. Exhibit A shall be updated to reflect any discounted prices as may be agreed upon by the parties and the regions within the Territory to which such discounts apply. Grovara may require in writing any other method or procedures to be used for recording and updating the Price List. Notwithstanding anything to the contrary in any of the foregoing, all prices offered and quoted to all Downstream Buying Partners (including, without limitation, the prices listed in Downstream Buying Partner-facing Product listings in the Portal) shall be determined by Grovara in its sole discretion. For the avoidance of doubt, all dollar amounts referenced in this Agreement and/or in the Platform are stated in United States Dollars, and all fees and other amounts payable by either party under this Agreement shall be paid in United States Dollars only.

- 3.2** In consideration for Grovara's efforts to onboard the Products and Company's related brands in preparation for sale and marketing under this Agreement, Company agrees to pay a one-time activation fee to Grovara at signing of this Agreement (the "**Activation Fee**"). The amount of the Activation Fee shall be as identified on the cover page of this Agreement. **Grovara guarantees the Activation Fee, as follows:** In the event the Products do not realize at least a dollar amount in revenues in the Territory in the first year after the on-boarding process is complete (as determined by Grovara) that is at least equal to the Activation Fee, Grovara will reimburse the Activation Fee in full. Notwithstanding the foregoing, Company shall not be entitled to any refund if, prior to the end of such one-year period, Grovara terminates the Agreement for breach, or if Company terminates the Agreement for convenience or goes bankrupt, dissolves, or is acquired by or merges with another company. GROVARA MAKES NO OTHER GUARANTEE OR PROMISE TO COMPANY WITH RESPECT TO THE ACTIVATION FEE EXCEPT AS SET FORTH IN THIS SECTION 3.2.
- 3.3** Company will be responsible for all expenses incurred by Grovara associated with Company-related registrations in the Territory related to domestic and foreign import/export requirements, which shall include, without limitation: registration, country filing, loading-port storage, demurrage, detention, listing fees, translation services, and any similar expenses identified by Grovara.
- 3.4** Upon request by Grovara from time to time on an as-needed basis, Company will ship to Grovara, at Company's expense, free samples of the Products for domestic use and distribution. Company agrees to reimburse Grovara, up to \$600 per month (excluding, for clarity, the value of the samples themselves, which shall be provided at no cost or expense to Grovara), for the actual expenses incurred by Grovara associated with the shipping of Company's samples, and other related expenses. Grovara shall obtain Company's prior written consent, by email sufficing, to incur expenses under this Section 3.4 in excess of \$600 per month.

- 3.5** Company is responsible for all bank wire fees incurred from processing payments in connection with Product sales transactions under this Agreement.
- 3.6** Company will pay to Grovara a brokerage commission of six percent (6%) of gross revenues generated from sales of Products to Pre-Existing Accounts that are transitioned to be managed by Grovara under this Agreement. Grovara may deduct such commission from payments for the applicable Products received by Grovara from Preexisting Accounts before forwarding the remainder of such payments to Company, or may invoice Company as provided in Section 3.8 below.
- 3.7** On a quarterly basis, to support Grovara's marketing, promotion, and sales efforts under this Agreement, Company shall pay the percentage accrual specified in Company's Platform account (or recorded in another manner approved by Grovara) on gross revenues generated from all sales made to Downstream Buying Partners in the Territory during the applicable quarter. Such fee shall be calculated by multiplying the total dollar amount of gross sales in the applicable quarter by the designated percentage accrual.
- 3.8** Grovara will send Company an invoice or request for payment (via the Platform or in another manner selected by Grovara) within thirty (30) days of the close of each month that expenses outlined in Sections 3.3 - 3.5 (or other expenses permitted under this Agreement) are incurred, and following the close of each quarter for amounts payable under Section 3.7 above. Company shall pay each invoice within thirty (30) days of the date of invoice or payment request date. Unless otherwise agreed to and requested by Grovara, Company shall make all payments via the Platform, by wire transfer. Alternatively, with Grovara's prior written consent on a case-by-case basis, amounts owed by Company may be deducted from amounts owed by Grovara to Company under this Agreement. Payments not made when due accrue interest at the lesser of (i) the maximum rate permitted by applicable law, and (ii) one and a half percent (1.5%) per month. In the event of Company's failure to pay any amount due under this Agreement, Company shall also reimburse Grovara for its reasonable costs of collection, including reasonable attorneys' fees and court costs. Grovara may withhold or deduct from amounts payable by Grovara to Company under this Agreement, or provide to Company a separate invoice or request for payment for, in the amount of any refunds, chargebacks, or other adjustments in connection with orders under this Agreement for which Company was paid prior to the date of chargeback, refund, or other adjustment.
- 3.9** Refunds. In the event that any Product is returned or rejected by a Downstream Buying Partner or any government authority due to contamination, defective condition, or other reason, or the amount of Product actually provided by Company is less than the confirmed Product order, Company shall use its best efforts to remedy by promptly supplying new Products to replace the returned, rejected, or omitted Product.

Company shall also promptly refund to Grovara the full purchase price paid by the Downstream Buying Partner for such defective or omitted Product (and Grovara shall return to Customer the amount paid by such Customer for such Product) and Company shall promptly pay Grovara for all damages, penalties, costs, and expenses incurred by Grovara and its network distributors as a result of and in connection with such omitted, contaminated, or defective Product, including, without limitation, all shipping and transportation costs and customs, demurrage and other fees, or the cost of disposal or destruction of such Product. Grovara may withhold these amounts from its disbursements otherwise due to Company.

**3.10 Taxes.** Company acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, it shall remain solely responsible at all times for determining whether any Sales Taxes (as hereinafter defined) apply to orders or otherwise under this Agreement and for collecting (or instruct Grovara to charge), reporting, and remitting the correct Sales Tax to each appropriate tax authority. Company represents, warrants, and covenants that it will take all necessary actions to ensure compliance with the foregoing obligations and all applicable laws and requirements relating to Sales Taxes. Grovara is not obligated to determine whether Sales Taxes apply and is not responsible for collecting, reporting, or remitting any Sales Taxes, except that Grovara will make commercially reasonable efforts to collect from each Downstream Buying Partner, and provide to Company, any Sales Taxes as requested by Company in writing in connection with each order. "Sales Taxes" means any and all sales, goods and services, use, excise, import, export, value added, consumption, and other taxes and duties assessed, incurred, or required to be collected or paid by any state, federal, local, domestic, or foreign government authority for any reason in connection with any advertisement, offer or sale of Products under this Agreement. Company shall indemnify, defend, and hold harmless Grovara and its officers, employees, directors, agents, and Downstream Buying Partners from and against any claims, demands, damages, costs, and other liabilities (including, without limitation, reasonable attorneys' fees) resulting from Company's breach or alleged breach of its representations, warranties, and/or obligations under this Section 3.10.

#### 4. Use of the Platform.

**4.1** Registration and Use. Company 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, Company 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 Company 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 Company'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.

**4.2**     Restrictions on Use. Without limitation, Company may not use the Platform to list any Product, item, or link or post any related material that: (i) infringes any third-party intellectual property rights (including copyright, trademark, patent, and trade secrets) or other proprietary rights (including rights of publicity or privacy); (ii) constitutes libel or slander or is otherwise defamatory; or (iii) is counterfeited, illegal, stolen, or fraudulent. In addition, Company will only use the Platform and Services for lawful purposes and in a lawful manner. Company agrees to comply with all applicable laws, statutes, and regulations. Company 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 Company's Platform account, with or without notice to Company. Suspension or termination of Company's Platform account shall not result in termination of this Agreement unless Grovara elects to also terminate this Agreement at such time.

**4.3**     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.

## 5. Company Obligations; Ordering Process.

**5.1**     Grovara or its agents will present to Company purchase orders obtained by Grovara (via the Platform or otherwise) for the purchase of Products by Downstream Buying Partners in the Territory. Company will provide Grovara with written confirmation of approval and set accurate Product payment and delivery terms and conditions within the Platform for



the order promptly following receipt of each such purchase order submitted to Company by Grovara or its agents, and shall respond to all other requests for information promptly upon request. For each Product, Company will provide to Grovara and accurately identify within the Platform the state and country from which the item ships. Company will provide to Grovara (using the processes and timing set forth in the Platform) any requested information regarding shipment, tracking (to the extent available) and order status, and Grovara may make any of this information available to the applicable Downstream Buying Partner. **Company will use best efforts to promptly and accurately fill all orders for Products solicited by Grovara, in accordance with all instructions and requirements communicated to Company by or through Grovara, and promptly notify Grovara upon discovery of any error or delay in fulfilling or shipping any Product order.** Promptly after Company ships a Downstream Buying Partner's order (or any portion of the Customer's order), Company will accurately inform Grovara that the order has been shipped (and, in the case of a Customer order that is shipped in more than one shipment, accurately inform Grovara which portion of the order has been shipped), using the Platform's standard functionality for communicating such information ("**Confirmation of Shipment**"). If Company fails to provide prompt Confirmation of Shipment, Grovara may in its sole discretion cancel (and/or direct Company to stop and/or cancel) any such transaction, and Company will stop and/or cancel any such transaction upon such request. Company will keep Grovara informed regarding delays in fulfilling any Product order, or upon discovery any error in the fulfillment or shipment of an order. Grovara (on Company's behalf) shall sell and deliver Products to Downstream Buying Partners in conformance with those terms and conditions. Company will use commercially reasonable efforts to provide Grovara or its agents with all documentation, information, and assistance that is required for compliance with all applicable laws or regulations (either of the United States or the specific locale in the Territory where the Product is being shipped to and/or sold) with respect to the import, export, distribution and sale of the Products or as otherwise required for the shipping, transport or delivery of the Product. Company understands and acknowledges that any failure to respond or communicate promptly may result in substantial harm or inconvenience to Grovara and/or other users of the Platform, and agrees to make best efforts to comply with its obligations to promptly respond to all requests requiring Company action.

**5.2** Upon request, Company shall promptly provide Grovara with marketing and promotional materials (brochures, flyers, etc.) to be used by Grovara to advertise, sell, promote or describe the Products in the Territory, and such additional materials as Grovara may reasonably request from time to time.

**5.3** **Company will provide Grovara with at least one hundred twenty (120) days' prior written notice of any change in ingredients, name of a product, logo, trademark, or packaging of a Product.** Company will promptly provide Grovara with sufficient amounts of new marketing and promotional materials for, and samples of, any such newly composed or

designed Product. If Product is returned or rejected by a Downstream Buying Partner or any government authority due to contamination or other defective condition or such Product's failure to conform to its specifications or warranties/claims (whether set for on such Products' labels or otherwise), Company shall pay Grovara for all costs and expenses incurred in connection with such return or disposition including, without limitation, all shipping and transportation costs, customs, demurrage, and the cost of disposal or destruction of the Products.

**5.4** Company will provide and forward to Grovara all inquiries and sales leads received for Products in the Territory, and will link to Grovara on their website's contact page (which shall be submitted to Grovara for review and approval).

**5.5** In the event the Company is made aware of Products being sold by a third party (other than third parties authorized by Grovara) to anyone in the Territory, Company will use best efforts to notify Grovara. Company will provide a cease and desist letter to the infringing, unauthorized third party and notify domestic distributors to forego international opportunities.

**5.6** Company shall provide Grovara with all Product information, descriptions, copy, creative, pricing, delivery terms, and other information requested by Grovara in the manner, form and format requested by Grovara (collectively, "**Company Materials**"), as such specifications may be updated by Grovara from time to time. This information may include, without limitation, for each Product, the Products' Schedule B numbers, pricing, product labeling information, product registration documents, and all other information about the Products requested by Grovara (the "**Product Catalog**"). For Company's convenience, Grovara may, in its discretion and if available, pre-populate elements of information about or the Products to be used in connection with and/or published within the Platform; provided that, Company shall be responsible for confirming the accuracy of all such information before it is listed on the Platform.

**5.7** Grovara shall notify Company in advance of all relabeling of packaging and provide copies of over-labels for prior approval by Company (which approval will not be unreasonably withheld, conditioned, or delayed). Company shall provide to Grovara written approval of the over-label within three (3) business days after receipt of such notification. If written approval or denial is not received from Company within such three (3) business day period, such over-label shall be deemed approved.

**5.8** Company agrees to update the Product Catalog with a frequency sufficient for Grovara to fulfill its obligations and perform Services under this Agreement, which includes, without limitation, providing Grovara with at least six (6) months' prior written notice of any new Product or SKU code and any change in the Product Catalog, including any changes to: (1) ingredients, formula or composition of a Product, (2) name of a Product or the Company, and (3) logo, trademark, graphic design, branding, or packaging of a Product. Company will promptly update the information in its

Platform account as necessary to accurately indicate out-of-stock Products, unavailability of fresh or recent date-coded Products, and all other changes above.

## 6. Intellectual Property.

**6.1** Company grants Grovara a nonexclusive, worldwide, royalty-free, irrevocable, non-assignable and non-transferable (except in connection with the assignment provisions of this Agreement and to Grovara's agents and authorized resellers and distributors), license and right during the term of this Agreement to use the trademarks, trade names, logos, celebrity endorser content, and other intellectual property rights of Company relating to Company, its brands, and the Products (collectively, "**Company Trademarks**") on Grovara's websites, in product catalogues, and in other marketing materials to the fullest extent necessary to promote Company's Products and for Grovara to comply with its obligations and otherwise fulfill its role under this Agreement.

**6.2** On an on-going basis and upon request by Grovara, Company shall provide to Grovara a list and a copy of approved images, marketing materials, style-guides, logos, and other materials related to the Company Trademarks which may be used by Grovara consistent with the uses contemplated by Section 6.1 above.

**6.3** Company acknowledges that it is solely responsible for registering, managing, and owning all of its international intellectual property rights. Company understands that not properly making filings in connection with Company's international intellectual property rights may cause supply-chain and registration problems. Company shall be solely liable for the consequences of any such problems, and shall indemnify, defend, and hold harmless Grovara from and against any claims, demands, damages, and other liabilities (including, without limitation, reasonable attorneys' fees) resulting from any such problems.

**6.4** Grovara retains the right to determine the content, appearance, design, functionality, and all other aspects of the Platform and Services (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of the Platform and Services 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, or to require Company not to 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. Company will stop and/or cancel any orders as requested by Grovara; provided that, if Company has transferred the Products to the applicable carrier or shipper, Company will use best efforts to stop and/or cancel delivery by such carrier or shipper.

## 7. Term; Termination; Non-Circumvention Covenant.

**7.1** The term of this Agreement shall begin on the Effective Date and shall continue for two (2) years (the “**Initial Term**”), and shall thereafter automatically renew for additional two (2) year periods (each, a “**Renewal Term**”) unless written notice of non-renewal is provided by a party to the other party at least one hundred and eighty (180) days prior to the expiration of the then-current term or unless earlier terminated by a party in accordance with this Agreement (collectively, the “**Term**”).

**7.2** Upon providing the party-in-breach with written notice and an opportunity to cure of not less than thirty (30) days, either party may terminate this Agreement if the other party materially breaches its representations, warranties, and/or obligations under this Agreement, and the termination shall become effective if the party-in-breach has not cured the breach by the end of the cure period. In addition, Grovara may terminate this Agreement at any time, for any reason or no reason, effective immediately upon providing Company with written notice. Subject to Section 7.3 below, Company may terminate this Agreement for convenience upon providing Grovara with one hundred eighty (180) days’ prior written notice, except as otherwise provided in Section 7.3 below.

**7.3** Company acknowledges that Grovara has proprietary international relationships with Downstream Buying Partners (including without limitation distributors, retailers, merchants), and other third-party participants in the supply chain. Therefore, Company understands and agrees to the following termination and relationship wind-down conditions in the event this Agreement is terminated by either party for any reason. **Company acknowledges and agrees that the restrictions and covenants set forth in this Section 7.3 (including Section 7.3.1-7.3.6, below) are reasonable and necessary for Grovara to protect its proprietary sales and distribution network.**

**7.3.1** In the event Company intends to terminate its relationship with Grovara for convenience, Company agrees to provide Grovara with six (6) months’ prior written notice. This six (6) month period shall be known as the “Wind-Down Period”. During such Wind-Down Period, Grovara will retain exclusive distribution rights, and Company will continue to refrain from soliciting, selling Products to, or otherwise working with “**Covered Downstream Buying Partners**” as such term is defined in subsection ii., below; and Company shall further continue to refrain from soliciting, selling to, or otherwise working with, other Downstream Buying Partners in all countries within the Territory where the Covered Downstream Buyers operate (the “**Covered Territories**”). Grovara’s privileges to exclusively market, sell, promote, and distribute the Products in any region other than the Covered Territories shall cease upon receipt by Grovara of Company’s termination notice.

**7.3.2** **Upon the submission of a purchase order by a Downstream Buying Partner under this Agreement**, or in the event any other opportunity for the Company with respect to such Downstream Buying

Partner is initiated, managed, and/or registered (using a Grovara-specified registration method) by Grovara, all countries in which the Downstream Buying Partner is located within the Territory, shall be deemed "**Covered Territories**", and the Downstream Buying Partner shall be deemed a Covered Downstream Buying Partner. By way of illustration and not limitation, if a Downstream Buying Partner consists of "Store X" and Store X has multiple locations in five countries in South America, all such countries would become Covered Territories, and Store X would become a Covered Downstream Buying Partner. Each Covered Territory and Covered Downstream Buying Partner will be identified in Exhibit B to this Agreement, or in another form approved by Grovara in writing. Exhibit B will be updated on an as-needed-basis by Grovara or by Company with Grovara's consent.

- 7.3.3 **Upon the submission of \$100,000 in total purchase orders in a country in the Territory or from a Covered Downstream Buying Partner**, Company agrees to provide Grovara a one (1) year non-compete and non-circumvent starting at the end of the Wind-Down Period, for any active Covered Downstream Buying Partner. (the "**Restricted Period**"). During any Restricted Period under this Agreement, Company shall not, directly or indirectly, contact, solicit or entertain offers from, negotiate with, offer or provide Products to, or transact any other business with any active Covered Downstream Buying Partner, and Grovara shall have the right, but not the obligation, to continue selling and promoting Products to active Covered Downstream Buying Partners under the applicable provisions of this Agreement governing sales and marketing of Products to Downstream Buying Partners generally, and all such provisions including without limitation Company's obligations to supply Products and Company's payment obligations under Section 3, shall survive the termination of this Agreement until the end of the applicable Restricted Period. In addition, Company agrees that in the event of the termination or expiration of this Agreement, Company shall not interfere with, seek to influence, alter, deliberately restrict, or in any way circumvent Grovara's business or relationships with any of the Network Distributors during the Restricted Period (this includes rejecting purchase orders for closed-won-reoccurring opportunities and accounts).
- 7.3.4 **Upon the submission of \$250,000 in total purchase orders in a country in the Territory or from a Covered Downstream Buying Partner**, Company agrees to extend the notice period for Company to terminate this Agreement for convenience, and the Wind-Down Period, to one (1) year, and agrees to extend the Restricted Period to two (2) years following the end of the Wind Down Period.
- 7.3.5 Notwithstanding anything to the contrary in any of the foregoing or elsewhere in this Agreement, at the point that Grovara obtains sales orders for Products in the Territory totaling in the aggregate one million dollars (\$1,000,000), upon Grovara's request the Company and

Grovara shall negotiate in good faith to enter into Grovara's standard Export Sales Management Agreement, to be provided by Grovara to Company at such time.

- 7.3.6 Company's payment obligations, including without limitation any related to services performed by or expenses incurred by Grovara prior to or at any time connection with purchase orders initiated prior to the effective date of termination, Company's representations and warranties, and the indemnification provided by Company under this Agreement, shall survive termination of this Agreement, together with other provisions which, by their nature, are intended to survive such termination. After termination of this Agreement and/or, if applicable, after the end of the Restricted Period, Grovara shall provide Company with a final invoice for any outstanding amounts for which Company is responsible under this Agreement, and Company shall pay such invoice within thirty (30) days of invoice date.
8. Change of Control. Upon sale of the Company, if Company or its successor decides to terminate this Agreement, this Agreement's exclusivity provisions will automatically convert to a two (2)-year wind-down for all opportunities for Company.
9. Restrictive Covenant. In consideration for being granted access to the Platform and Confidential Information in connection with use of such Platform, and to protect Grovara's costly investment in the development of Grovara's proprietary distribution network, to which Company desires to have access to the extent provided under this Agreement, Company agrees that for the term of this Agreement and for two (2) years thereafter, Company shall neither list Products for sale with, nor otherwise engage any B2B e-commerce international trading or sales platforms or any direct competitor of Grovara.
10. Fiduciary Duty. Grovara will represent the Company in the highest of regards, both to Downstream Buying Partners and the global consumer base for the brand. Such behavior that would be deemed offensive by market standards will be used to determine any breach of fiduciary duty. In the event there is a breach, any non-compete, non-circumvent clauses will be released. In the event of an egregious violation, this entire Agreement will be released. The degree of the violation shall be determined by an independent non-partisan arbitrator.
11. Confidentiality; Personal Data.
- 11.1 Confidentiality. 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. 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. 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 12.1, 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.

11.2 Data Protection Addendum. To the extent that Company receives 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 Company's use of the Platform or at any time in connection with performing its obligations or taking any other action under this Agreement, Company 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/Brands-DPA>.

## 12. Indemnification; Limitation of Liability and Disclaimers.

12.1 Company hereby agrees to indemnify, defend, and hold harmless Grovara, its affiliated companies, and its and their predecessors, successors, and assigns, and its and their respective directors, managers, owners, officers, employees, agents, owners, representatives, partners, and contractors, from and against all claims, losses, expenses, damages and costs (including, but not limited to, reasonable attorneys' fees), resulting from or arising out of (i) Company's actual or alleged breach of its representations, warranties, and/or obligations under the Agreement, or (ii) any content or materials provided by Company,

including, without limitation, any claim or allegation that any such content or materials, or any other materials used in connection with the Platform or other Services violates any applicable laws, infringes upon the intellectual property rights of a third party, or causes damage, personal injury or has otherwise harmed, a third party, including, without limitation, any product liability or similar claims. As the indemnifying party (“Indemnifying Party”), Company’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.

12.2 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 AND ELSEWHERE IN THE TERMS OF SERVICE.

13. 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 on 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.

14. Entire Agreement; Modification; Language. Except to the extent expressly agreed otherwise by Grovara and Company (including without limitation in this Agreement), this Agreement supersedes and cancels



any previous agreements or understandings, whether oral, written or implied, heretofore in effect between Grovara and Company and sets forth the entire agreement between Grovara and Company. Notwithstanding the foregoing, in the event this Agreement supersedes and replaces an “Exclusive Distribution” contract or similar agreement between Grovara and Company predating and active until the Effective Date of this Agreement (a “**Legacy Agreement**”), with respect to the termination and wind-down period-related provisions and any restrictive covenants in the agreements, the Legacy Agreement shall prevail for the duration of the Initial Term of this Agreement solely to the extent needed to resolve the conflict, unless subsequently otherwise agreed in writing by both parties. In addition, if the Legacy Agreement defines an “Initial Term” which is in effect at the time this Agreement supersedes the Legacy Agreement, the end of the “Initial Term” of this Agreement shall be the end date of the Legacy Agreement’s Initial Term notwithstanding anything to the contrary in Section 7.1. Upon commencement of a Renewal Term, the Legacy Agreement shall cease to prevail over this Agreement in any respect. 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.

15. Notices. Except as provided notices and other communications required to be sent to Grovara under this Agreement must be in writing and sent to 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 Company under this Agreement may be sent by e-mail or may be posted via the Platform, or may be sent by mail to the address of Company on the first page of this Agreement. If sent by email, Grovara will use the e-mail address maintained in Company’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 15.

16. No Corrupt Practices. Grovara and Company, and their employees are aware of, and agree to abide by, the obligations imposed by the laws 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 Company warrant and represent to each other that no portion of any monies paid or payable to Grovara or Company 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 the purpose of expediting or securing the performance of a routine governmental action. Grovara and Company 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 Company or Grovara, as applicable, and such records shall be subject to inspection and audit by Company or Grovara, and their agents, at any time upon one week prior written notice.
17. Independent Contractors. The relationship between Grovara and Company is and shall be that of an independent contractor only. Nothing contained herein shall be construed to imply an employment, joint venture, partnership, agency or other similar relationship between the parties. Grovara shall have full and complete liberty to use its own free and uncontrolled judgment and discretion as to the manner and means of performance of each obligation of Grovara herein. Grovara is exclusively responsible for its costs, expenses (other than Reimbursable Expenses), taxes and for compliance with any law, regulation, rule, ordinance, order, or statute applicable to its business and its performance under this Agreement.