

PRODUCT MANUFACTURING AGREEMENT

BETWEEN: LEAFLIFE PHARMA LTDA (“BUYER”) located at: Rua Artur Garcia, 1216, Bela Vista, CEP 94810-091, Alvorada/RS

AND: JAG ALLIANCE, LLC dba CBD HEMP EXPERTS (“MANUFACTURER”) located at: 841 Prudential Drive, Suite 1200 Jacksonville, FL 32207

1. GENERAL:

WHEREAS, “BUYER” wishes to purchase certain Products from "MANUFACTURER"; WHEREAS, “BUYER” has proposed to contract with "MANUFACTURER" to provide manufacturing services with respect to certain Products.

WHEREAS, "MANUFACTURER" is in the business of manufacturing and selling Products (CBD Related products from cannabis); WHEREAS, "MANUFACTURER" has accepted “BUYER”'s proposal.

NOW, THEREFORE, in consideration for the mutual promises, covenants, and agreements made below, the Parties, intending to be legally bound, agree as follows:

1.1 EFFECTIVE DATE. The Effective Date of this Agreement shall be the date of execution hereof by the last Party hereto.

2. MANUFACTURING TERMS:

2.1 PRODUCTS. The term "Products" means all products manufactured or caused to be manufactured by the "MANUFACTURER" pursuant to this Agreement.

2.2 PURCHASE ORDER(S). The term Purchase Order means the paperwork provided by "MANUFACTURER" to “BUYER” outlining the specific terms and pricing for a specific order of the Products.

2.3 MANUFACTURING OF PRODUCTS. "MANUFACTURER" shall manufacture or cause to be manufactured for the “BUYER”, from time to time, pursuant to Purchase Orders, Products, as well as the manufacture of labels, inserts, packaging and other necessary elements to present a finished Product to “BUYER”. Unless otherwise specified in any Purchase Order, the "MANUFACTURER" shall be responsible for creation of the formula for the Products. “BUYER” may contribute ideas and or suggestions for components and/or formulation of the Products, but in any event the formula and the compounding method, along with all other processes involved in the manufacture of the Products is and shall remain

proprietary to and the sole and exclusive property of the **"MANUFACTURER"**. **"MANUFACTURER"** is not obliged to accept **"BUYER's"** ideas and/or suggestions should the ideas and/or suggestions contravene any laws and/or regulations, with which **"MANUFACTURER"** must comply.

2.4 ORDERS & SHIPPING. During the term of this Agreement the **"BUYER"** shall purchase the Products from **"MANUFACTURER"**, via Purchase Orders, and **"MANUFACTURER"** shall manufacture and sell the Products to **"BUYER"**. Such orders shall be sent to and stored at **"BUYER's"** fulfillment center(s) of **"BUYER"** unless specified otherwise in the Purchase Order. No Purchase Order placed by the **"BUYER"** shall be binding on **"MANUFACTURER"** unless and until accepted by the

"MANUFACTURER". **"MANUFACTURER"** shall notify the **"BUYER"** of its acceptance of an order within a reasonable time and shall not exceed three

(3) business days. The **"BUYER"** shall bear sole and exclusive responsibility for taking all actions and doing all things required after manufacture of the Product including, but not limited to, all sales and marketing activities, business licenses, payment of all taxes, charges and tariffs, customs and immigration requirements, obligations, compliance with laws (including any and all necessary licenses and permits) and/or any other foreign or domestic law and/or import requirement (whether the duty of the **"MANUFACTURER"** or the **"BUYER"**) and the payment of any duties, tariffs, sales taxes and any and all other costs, fees and/or charges of any kind or nature required in the importation, distribution and/or sale of the Products and agrees to indemnify and hold harmless the **"MANUFACTURER"** for any such charges specified herein. Terms of payment and terms of shipping shall be included in any Purchase Orders at the direction of the **"MANUFACTURER"**. No Purchase Order shall be deemed valid and ordered unless and until all payment and shipping terms have been accepted and agreed to, in writing, by the **"MANUFACTURER"**. This Agreement defines the general terms between **"MANUFACTURER"** and **"BUYER"**. However, specific business terms relating to the Purchase Orders are further defined in the Purchase Orders. To the extent there is conflict or inconsistency between the provisions of this Agreement and any Purchase Order, the terms of the Purchase Order shall govern with respect to the terms and conditions of any particular order or supply of Product.

2.5 ADVERTISING, PROMOTION AND MARKETING. **"BUYER"** shall be responsible for the preparation and supply to the **"MANUFACTURER"** of all label, insert and package designs, as well as the creation and production of any and all marketing, promotional and advertising materials for the Products. If not previously specified and agreed upon, **"BUYER"** shall design its own labels, inserts, marketing, promotional and advertising material, solely at his

own expense, relating to the Products. However, all marketing, promotional and/or advertising materials shall expressly be approved, in writing, by the **"MANUFACTURER"**, before the **"BUYER"** may use the same in conjunction with the Products and may only be used in strict conformity with the authorization of use specified by the **"MANUFACTURER"** and in conformity with this Agreement. The **"BUYER"** shall be

responsible for all of its expenses, fees, salaries, commissions and other charges incurred or to be incurred by the **“BUYER”** in the marketing, promotion, sale, advertising, distribution and all other expenses and/or costs incurred in connection with its marketing, advertising and sale of the Products pursuant to this Agreement. All design elements relating to the above that are to be manufactured by **"MANUFACTURER"** must first have a proof, which includes each and every design element and all design information, approved in writing by the **“BUYER”** and **"MANUFACTURER"**, before any manufacturing processes will commence. The **“BUYER”** specifically agrees to indemnify and hold harmless the **"MANUFACTURER"** for any manufactured materials that conform with the approved design parameters pre-approved by the **“BUYER”** and **"MANUFACTURER"**.

2.6 RESERVED RIGHTS. All other rights not expressly stated herein are reserved by the **"MANUFACTURER"**.

3. TERM & TERMINATION

3.1 TERM. The term of this Agreement shall commence on the Effective Date and shall continue until terminated as provided below.

3.2 TERMINATION. This Agreement may be terminated by either Party upon thirty (30) days prior written notice to the other Party. Notwithstanding the foregoing, this Agreement may be terminated immediately for any of the following:

3.2.1 If, in the **"MANUFACTURER's"** sole opinion, the **“BUYER”** markets, distributes and/or sells the Products in a manner which is a) contrary to the general marketing scheme followed by the **"MANUFACTURER"**, b) in a manner or use that is contrary to the normal use of the Products, c) in a manner which is illegal or improper d) or in any other manner which might bring disrepute, shame, scorn or ridicule to the **"MANUFACTURER"** and/or the Product; or **3.2.2** By either of the Parties, upon any material breach by the other Party, after fourteen (14) days written notice and an opportunity to cure; and/or

3.2.3 By either of the Parties, if the other Party files a petition for bankruptcy, is adjudicated a bankrupt, becomes insolvent, makes an arrangement or assignment for the benefit of creditors, or discontinues its business, or if a receiver or custodian is appointed for either Party or its business, or if a petition in bankruptcy is filed by either Party that is not dismissed within ninety (90) days after the date of such filing.

3.3 EFFECT OF TERMINATION.

Upon termination of this Agreement by either Party:

3.3.1 If the termination is pursuant to Paragraph 3.2. or 3.2.1, above, all rights granted to the **“BUYER”** under this Agreement shall revert back to the **"MANUFACTURER"** free and clear of any lien, security interest or other encumbrance, and the **“BUYER”** and its affiliates and subsidiaries and/or sub-distributors shall, as soon as practical, cease the distribution, sale, promotion, advertising and marketing of the Products provided, however, that for a period of sixty (60) days after termination of this Agreement, the **“BUYER”** and its affiliates and subsidiaries may sell their existing inventories of the Products. In the event of termination

pursuant to Paragraph 3.2 or 3.2.1, above, the terms and conditions of this Agreement shall remain in full force and effect for the sixty (60) day post termination sales period described herein.

3.3.2 In the event of a termination pursuant to Paragraphs 3.2.2 or 3.2.3., above, all rights granted to the **“BUYER”** under this Agreement shall revert back to the **“MANUFACTURER”** free and clear of any lien, security interest or other encumbrance immediately, and the **“BUYER”** and its affiliates and subsidiaries and/or sub-distributors shall immediately cease the marketing, distribution, sale, promotion, and/or advertising of the Products. Further, in the event of such breach, the **“MANUFACTURER”** shall have the right (but not the duty) to offer to repurchase **“BUYER’s”** remaining inventory at a discounted price. The **“BUYER”** shall not be obligated to accept **“MANUFACTURER’s”** offer however, in either event, the terms and conditions of this Agreement, especially this Section 3, shall remain in full force and effect. If the **“MANUFACTURER”** elects to repurchase the **“BUYER”’s** remaining inventory, the **“MANUFACTURER”** will bear the cost of shipping of the Products and will pay the **“BUYER”** any amounts due under this paragraph within 15 days of its physical receipt thereof. The **“MANUFACTURER”** will only pay the above specified sum on complete units of the Products which, in its sole discretion, are new, unopened, undamaged, in good condition and otherwise can be sold.

3.3.3 In the event of termination for any reason:

- a. **“MANUFACTURER”** shall complete, at the expense of the **“BUYER”**, work on any Purchase Order(s) that have begun manufacture on the date of the termination and **“BUYER”** shall be obligated to all terms and conditions, including payment, pursuant to that or those Purchase Order(s).
- b. All other amounts due under this Agreement from either Party to the other shall be paid in accordance with the payment terms of this Agreement, but in any event no later than within thirty days after the date this Agreement is terminated.
- c. All sublicenses (including, without limitation, marketing, supply and/or distribution agreements) shall be assignable and assigned to the **“MANUFACTURER”** without accounting to **“BUYER”**. Any amounts due and owing by **“BUYER”** for goods or products received by **“BUYER”** shall be paid by **“BUYER”** in accordance with the terms and conditions of this Agreement, but in no event later than 30 calendar days from the date that sum becomes due. **“BUYER”** shall use its best efforts to cause the assignment of the afore-referenced agreements to occur without disruption or dissatisfaction.
- d. **“BUYER”** shall assign to **“MANUFACTURER”**, or cause the assignment of, any improvements or designs, marks, copyrights, or other intellectual property relating to the Products including, without limitation, pending applications, issued patents, and registered trademarks and copyrights.
- e. **“BUYER”** agrees to grant the **“MANUFACTURER”** a limited license to its Intellectual Property, as defined below, for the duration of this agreement and a reasonable time frame after the termination for the purpose of assisting the **“MANUFACTURER”** in sales, marketing and/or liquidation of the Products.

4. REPRESENTATIONS & WARRANTIES; INDEMNIFICATION 4.1 The **“MANUFACTURER”** represents and warrants to the **“BUYER”** that: (1) it has the authority and ability to lawfully enter into this Agreement; (2) that this Agreement constitutes the legal, valid and binding obligation of the **“MANUFACTURER”**, enforceable against the

"MANUFACTURER" in accordance with its terms; (3) to the best of its knowledge, the Products do not infringe any patent, copyright, trademark or other proprietary or other right of any third party; (4) **"MANUFACTURER"** will comply with the 2018 Hemp Farming Act of 2018; and (5) all Intellectual Property, except for Intellectual Property owned and/or provided by **"BUYER"**, associated with the Products, now owned or hereafter acquired, is the sole and exclusive property of the **"MANUFACTURER"** (whether registered or not), except as otherwise provided for in this Agreement.

4.2 The **"MANUFACTURER"** shall indemnify and hold the **"BUYER"** harmless from and against any and all damages, liabilities, costs and expenses incurred by the **"BUYER"** arising from any third-party claim relating to and/or in connection with any breach by the **"MANUFACTURER"** of its representations and warranties contained in Section 4.1 and/or this Agreement to the extent any such third-party claim relates to or arises from the duties of **"MANUFACTURER"** as outlined in this Agreement. Such indemnification shall be in addition to any other remedy available to the **"BUYER"**.

4.3 The **"BUYER"** represents and warrants to the **"MANUFACTURER"** that (1) it has the authority and ability to lawfully enter into this Agreement; (2) that this Agreement constitutes the legal, valid and binding obligation of the **"BUYER"**, enforceable against the **"BUYER"** in accordance with its terms; (3) **"BUYER"** will use its best efforts to market, distribute and sell the Products and to abide by the terms and conditions of this Agreement; (4) will comply with all sales guidelines, wholesale and resell pricing, distribution, marketing and/or safety recommendations supplied by the **"MANUFACTURER"** and will not make any special claims, warranties and/or other representations regarding the Products other than those expressly authorized by the **"MANUFACTURER"**; (5) it will comply with the 2018 Hemp Farming Act of 2018; and (6) all Intellectual Property, labels, inserts, and package design provided to **"MANUFACTURER"** by **"BUYER"** is the sole and exclusive property of **"BUYER"**.

4.4 The **"BUYER"** shall indemnify and hold the **"MANUFACTURER"** harmless from and against any and all damages, liabilities, costs and expenses incurred by the **"MANUFACTURER"** arising out of any third-party claim, relating to and/or in connection with (1) the breach by the **"BUYER"**, its affiliates, subsidiaries and/or its sub-distributors of its representations and warranties contained in Section 4.3 hereof and/or any other breach of this Agreement; (2) claims arising out of or relating to **"BUYER's"** marketing, distribution, sale, labels and claims of Products (except insofar as such claims relate to the **"MANUFACTURER"**'s representations and warranties contained in Section 4.1 or as such claims arise out of or relate to actions of the **"MANUFACTURER"**; and (3) any unauthorized use by the **"BUYER"** or any affiliate, subsidiary or sub-distributor of the Products.

Such indemnification shall be in addition to any other remedy available to the

"MANUFACTURER".

5. COMMERCIAL GENERAL LIABILITY

5.1 Promptly after the date this Agreement is executed (but in no event later than the date the Products are first delivered to the **"BUYER"**), each Party shall obtain and keep in effect during the term of this Agreement, at its sole cost and expense, all commercial general liability insurance in an aggregate amount of not less than \$1,000,000. Each insurance policy shall provide that if such insurance is canceled for any reason whatsoever, or if any substantial change is made in the coverage that affects the other, or if such insurance is allowed to lapse for non-payment of any premium, such cancellation, change or lapse shall not be effective as to the other Party until 30 days after receipt by that Party of written notice from the insurance provider. **Both Parties hereby waive the requirement stipulated in Article 5, section 5.1 of the Agreement regarding the procurement and maintenance of commercial general liability insurance.**

6. PATENT, COPYRIGHT & TRADEMARK

6.1 Except as otherwise specified herein, the product names, symbols, trade dress, identifying marks and other materials issued in conjunction with the Products and all other intellectual property related thereto are exclusive, proprietary and owned by the Party who created such intellectual property. The **"BUYER"** shall be designated as the distributor of the Products. The Parties shall affix patent, copyright and trademark notices, as required, on all materials related thereto created by **"BUYER"** including, without limitation, all advertising, packaging, promotional display, printed and other materials. The **"BUYER"** shall avoid confusion with the **"MANUFACTURER's"** own intellectual property and will otherwise avoid loss or dilution of the **"MANUFACTURER's"** intellectual property.

6.2 The **"BUYER"** shall not utilize any patents, copyrights and/or trademarks in connection with any advertising, packaging, promotional display, printed or other material used in connection with the sale of Products without first submitting the same, together with production samples, to the **"MANUFACTURER"** for its approval.

7.0 "MANUFACTURER'S" DUTIES:

- a.** The Products (1) shall be developed, manufactured, packaged, labeled, stored and transported in conformance with the Purchase Order specifications; and (2) shall not be adulterated or misbranded.
- b.** **"MANUFACTURER"** shall maintain, or cause to be maintained, all equipment and facilities utilized in the development, manufacture and supply of the Products hereunder in good operating condition.
- c.** **"MANUFACTURER"**, at its expense, shall perform or cause to be performed, all stability, validation and other raw material and in-process and finished product tests or checks required by the specifications in order to assure the conformity of the Products to the specifications agreed upon by **"MANUFACTURER"** and **"BUYER"**.
- d.** **"MANUFACTURER"** shall advise **"BUYER"** of any known noncompliance and of the testing or inspection results of batches of the Product, and Products that do not strictly comply with the specifications or this Agreement shall not be shipped to **"BUYER"**.
- e.** **"MANUFACTURER"** has the ability and financial resources available to supply the Products to **"BUYER"** in the manner and amounts required by the terms and provisions of this Agreement and the Purchase Orders.
- f.** The development and manufacture of the Products will not infringe any third party patents or other Intellectual Property (as defined below).

"**MANUFACTURER**" agrees to keep "**BUYER**" fully informed about any allegation and/or notification of infringement of third-party Intellectual Property based upon the manufacture of the Products. "Intellectual Property" means without limitation all of the following: (1) patent applications, continuation applications, continuation in part applications, divisional applications, any corresponding foreign patent applications to any of the foregoing, and any patents that may grant or may have been granted on any of the foregoing, including reissues, re-examinations and extensions; (2) all know-how, trade secrets, inventions (whether patentable or otherwise), data, processes, techniques, procedures, compositions, devices, methods, formulas, protocols and information, whether patentable or not; (3) copyrightable works, copyrights and applications, registrations and renewals; (4) logos, trademarks, service marks, and all applications and registrations relating thereto; (5) other proprietary rights; and (vi) copies and tangible embodiments of any one or more of the foregoing.

g. "**MANUFACTURER**" shall have good and marketable title to each shipment of Products sold to "**BUYER**", subject to the terms and conditions of any applicable Purchase Order, and all such Products shall be free from any liens or encumbrances of any third party. **h.**

"**MANUFACTURER**" shall retain, or cause to be retained, under proper storage conditions such samples of Product as are required to comply with the retention requirements of this Agreement and any applicable law and report annually to "**BUYER**" the stability test results.

8.0 "BUYER"'S DUTIES:

a. "**BUYER**" shall provide "**MANUFACTURER**" with labeling and marketing materials including, but not limited to, approved artwork and color standards for sourcing printed packaging materials, if not otherwise agreed on previously. When artwork is provided, startup of the production run for printed materials is contingent upon approval of the supplier's proofs, in writing, by both "**BUYER**" and "**MANUFACTURER**". "**BUYER**" shall warrant that all labeling and marketing materials comply with all applicable laws.

"**MANUFACTURER**'s" approval of labeling and marketing materials is not a guarantee by "**MANUFACTURER**" that said labeling and marketing materials are in conformity with applicable laws.

b. "**BUYER**" shall supply to "**MANUFACTURER**" any and all necessary items and/or elements to complete any specific Purchase Order including, but not limited to, formulations, special packaging, insert advertising, Intellectual Property to be used appurtenant to the formulation, etc., pursuant to the specifications of any particular Purchase Order. c. The information provided by "**BUYER**" to "**MANUFACTURER**" used by "**MANUFACTURER**" to manufacture the Products will not infringe any third-party patents or other Intellectual Property. "**BUYER**" agrees to keep "**MANUFACTURER**" fully informed about any allegation and/or notification of infringement of third-party Intellectual Property based upon the manufacture, sale, or distribution of the Products.

9.0 CONFIDENTIALITY:

9.1 For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Parties and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

(i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such Party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Parties acknowledge that the Confidential Information is proprietary to each Party respectively, has been developed and obtained through great efforts and that the disclosing Party regards all of its Confidential Information as trade secrets.

9.2 In consideration of each of the Parties disclosing to the other Confidential Information for the Purpose of this agreement, the Parties hereby undertake that they shall: i. not communicate, disclose or make available all or any part of the Confidential Information to any third party without the prior written consent of the disclosing Party; ii. not directly or indirectly use, or permit others to use, the Confidential Information other than for the purpose of this Agreement;

iii. not make any announcement or disclosure in connection with the Confidential Information without the prior written consent of the other Party.

9.3 The following shall not be considered Confidential Information:

- i. information which is or becomes generally available to the public other than as a result of any breach of this section;
 - ii. information already known by the receiving party prior to being disclosed by the disclosing Party;
 - iii. information which becomes available to the receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; or
 - iv. information that is required to be disclosed pursuant to applicable law.
- 9.4** Without prejudice to the generality of Section **9.2**, information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those people to whom it may be of commercial interest and a combination of two or more parts of the Confidential Information shall not be deemed to be generally available to the public by reason only of each separate part being so available.
- 9.5** The Parties shall each ensure that all measures necessary are taken to secure the confidentiality of the other Party's Confidential Information including but not limited to:

- i. Keeping separate all Confidential Information and all information generated based on the Confidential Information from all other documents and records;
- ii. Keeping all documents and any other material bearing or incorporating any of the Confidential Information at the Party's usual place of business;
- iii. Allowing access to the Confidential Information only to those employees and/or to the professional advisers who have reasonable need to see or use it for the purposes of this

Agreement and informing each of the said employees and professional advisers of the confidential nature of the Confidential Information and of the obligations in respect of the Confidential Information and ensuring such employees and professional advisers comply with the confidentiality and non-disclosure obligations contained in this Agreement; iv. Obtaining from employees having access to the Confidential Information their understanding to maintain the same as confidential and taking such steps as may be reasonably desirable to enforce such obligations;

v. Upon the termination of this Agreement, the Parties shall return all Confidential Information to the disclosing Party and/or upon the other Party's request to destroy such Confidential Information. However, each Party may maintain one copy of the Confidential Information as may be required for record keeping and/or compliance with law.

10 GENERAL PROVISIONS:

10.1 Assignment; Binding Nature. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns. "BUYER" may not assign its rights and obligations hereunder to any third party at any time without prior written consent from "MANUFACTURER".

10.2 Waiver, Amendment, Modification. No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless in writing and signed by both Parties. No waiver by any Party of any default in performance by the other Party under this Agreement or of any breach or series of breaches by the other Party of any of the terms or conditions of this Agreement shall constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions of that Agreement. Performance of any obligation required of a Party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other Party, that waiver shall be effective only with respect to the specific obligation described in that waiver.

10.3 Force Majeure. Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations, or attempts to cure any breach, are delayed or prevented by reason of circumstance beyond its reasonable control, including, without limitation, delays caused by third parties, fire, natural disaster, earthquake, accident, terrorism or other acts of God ("Force Majeure"), provided that the Party seeking to delay its performance gives the other written notice of any such Force Majeure within 15 days after the discovery of the Force Majeure, and further provided that such Party uses its good faith efforts to cure the effects of the Force Majeure. If there is a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure. **10.4 Cumulative Rights.** Any specific right or remedy provided in this Agreement shall not be exclusive but shall be cumulative upon all other rights and remedies set forth in this section and allowed under applicable law.

10.5 Governing Law. This Agreement, including all Purchase Order(s), and all matters arising out of or relating to this Agreement and Purchase Order(s) are governed by, and construed in accordance with, the Laws of the State of Florida, United States of America,

without regard to the conflict of laws provisions thereof.

10.6 Choice of Forum. Each Party irrevocably and unconditionally agrees that it shall not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement or a Purchase Order, and all contemplated transactions in any forum other than in the State of Florida or if such court does not have subject-matter jurisdiction, the courts of the State of Florida sitting in Jacksonville, and any appellate court thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the State of Florida or if such court does not have subject-matter jurisdiction, the courts of the State of Florida sitting in Jacksonville. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

10.7 Entire Agreement. The Parties acknowledge that this Agreement expresses their entire understanding and Agreement, and that there have been no warranties, representations, covenants or understandings made by either Party to the other except such as are expressly set forth in this Agreement. The Parties further acknowledge that this Agreement supersedes, terminates and otherwise renders null and void any and all prior agreements or contracts, whether written or oral, entered into between the Parties with respect to the matters expressly set forth in this Agreement. Finally, the Parties acknowledge that the Parties will enter into Purchase Orders which shall control certain business terms of the purchase of the Products by **"BUYER"** from **"MANUFACTURER"**.

10.8 Counterparts. This Agreement may be executed in multiple counterparts, any one of which will be deemed an original, but all of which shall constitute one and the same instrument.

10.9 Attorneys' Fees. If either Party is required to retain the services of any attorney to enforce or otherwise litigate or defend any matter or claim arising out of, relating to or in connection with this Agreement, then the prevailing Party shall be entitled to recover from the other Party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including, without limitation, attorneys' fees, arbitration fees and costs and/or court costs) incurred in the proceeding.

10.10 Co-Drafting. For the purposes of interpretation, the Parties agree that this Agreement shall be interpreted as though co-drafted by both Parties hereto and any rules of contract interpretation favoring one Party over the other shall be disregarded. **10.11 Severability.** If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, indemnity, confidentiality and/or exclusion of damages is intended by the Parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Agreement is determined to have failed of its essential purpose; all other limitations of

liability and exclusion of damages set forth in this Agreement shall remain in full force and effect.

10.12 Notices. All notices, demands or consents required or permitted under this Agreement shall be in writing and shall be delivered or mailed certified return receipt requested to the respective Parties at the addresses set forth above or at such other address as such Party shall specify to the other Party in writing, a copy of which shall be communicated via electronic mail at the following addresses:

Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received on the day it is delivered to that Party by registered and/or certified domestic or international mail, or any commercial courier providing equivalent acknowledgment of receipt.

10.13 Captions & Headings. Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.

10.14 Survival. In the event of Termination of this Agreement for any reason whatsoever, all necessary Sections and Paragraphs shall survive said Termination.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date set forth below:

**JAG ALLIANCE, LLC dba
CBD HEMP EXPERTS
("MANUFACTURER")**

By

Date :

Name:

Title:



**LEAFLIFE PHARMA LTDA
("BUYER")**

By

Date : April, 8th 2024

Name: Luiza Scaletzky Huber

Title:


