

PURCHASE AGREEMENT

combined with a

DEPOSIT AGREEMENT

and a

SERVICE AGREEMENT

between

iPlant Global GmbH

Seefeldstrasse 45, CH-8008 Zurich

register of commerce / enterprise identification number (UID): CHE-164.289.080

VAT number: CHE-164.289.080 MWST

«**IPLANT**», «**SELLER**», «**DEPOSITEE**» and «**AGENT**»

and the

ORDERER

address information as per online registration

«**BUYER**», «**DEPOSITOR**» and «**PRINCIPAL**»

both as well referred to as «**PARTY**» or «**PARTIES**»

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PREAMBLE

- A. IPLANT aims at the production and distribution of approved CBD products and operates a plantation in Switzerland for this purpose. It sells CBD hemp cuttings to individual BUYERS, which are maintained and harvested in the plantation and replaced by replacement cuttings after harvesting, for a period of 10 years.
- B. The BUYERS of the CBD hemp plants can have their regular harvests delivered, or sell them to IPLANT or contribute them for further processing with profit sharing.
- C. For this purpose, the PARTIES enter into the following purchase agreement combined with a deposit agreement and a service agreement.

AGREEMENT

1. Purchase agreement

1.1. Purchase object

1. Objects of the purchase agreement are
 - a) the «first» CBD hemp cutting as listed in Appendix 1, and
 - b) Replacement CBD hemp cuttings replacing harvested CBD hemp cuttings during the term of successive delivery obligation of the Seller (below section 1.3.1.1).

1.2. Purchase price

2. The purchase price for the CBD hemp cuttings according to section 1.1. above amounts to a total of EUR 799.95. If the SELLER has published a different purchase price when the BUYER places an online order, such different purchase price is applicable.
3. The purchase price according to marginal note 2 above is exclusive of VAT, which the BUYER owes in addition to the purchase price. The VAT amounts to 7.7%, subject to adjustment of the Swiss VAT rate, and subject to the applicability of a different VAT rate for foreign BUYERS.

1.3. Modalities of performance of agreement

1.3.1. SELLER

1.3.1.1. *Delivery of replacement cuttings*

4. The SELLER shall, after harvesting of a CBD hemp plant owned by the BUYER, successively and seamlessly supply replacement cuttings of at least the same quality as those of the replaced plant, for a period of 10 years from the conclusion of the agreement.
5. The SELLER successive delivery obligation shall always be extended by a further 5 years if it is not terminated in writing (including electronic exchange via the Internet) by a PARTY with 6 months' notice to the end of a contract term.
6. The right is reserved to terminate the successive delivery contract extraordinarily for important reasons which make the continuation of the contract appear unreasonable in good faith to the terminating PARTY.

1.3.1.2. *Transfer of ownership*

7. The SELLER transfers to the BUYER the ownership of the «first» CBD hemp cutting as listed in Appendix 1 (purchase object, section 1.1 lit. a]) cumulatively as follows:
 - a) Written (including electronic exchange via internet) confirmation of the agreement (see below section 4.1), including individualisation of the CBD hemp cutting as listed in Appendix 1 by identification code;
 - b) Segregation of the "first" CBD hemp cutting listed in Appendix 1 in a stand place at the SELLER'S planting facility;
 - c) Agreement hereby concluded with the BUYER that the SELLER, within the scope of its "special legal relationship" pursuant to the deposit agreement (see section 2 below) and the service agreement (see section 3 below), transfers the possession of the CBD hemp cutting listed in Appendix 1 to the BUYER without physically handing it over to the BUYER (possession constitut, Art. 924 para. 1 CC).

8. The Seller transfers to the Buyer the ownership of the replacement CBD hemp cuttings (purchase object, section 1.1 lit. b]) cumulatively as follows:
 - a) Transfer of the original individualisation by identification code to the replacement CBD hemp cuttings;
 - b) Segregation in the planting facility of the SELLER at the stand place of the replaced CBD hemp plant;
 - c) Agreement hereby concluded with the BUYER that the SELLER, within the scope of its "special legal relationship" pursuant to the deposit agreement (see section 2 below) and the service agreement (see section 3 below), transfers the possession of the replacement CBD hemp cuttings to the BUYER without physically handing them over to the BUYER (possession constitut, Art. 924 para. 1 of the Swiss Civil Code).

1.3.2. BUYER

9. With the order, the BUYER shall pay the purchase price in accordance with section 1.2 above, in accordance with the payment coordinates published on the SELLER'S website at the time of the order.

10. The BUYER hereby confirms the agreement with the SELLER that the latter, within the scope of its "special legal relationship" pursuant to the deposit agreement (see below section 2) and the service agreement (see below section 3), the SELLER will transfer the possession of the "first" CBD hemp cutting listed in Appendix 1 (purchase object section 1.1 lit. a]) and of the replacement cuttings (purchase object section 1.1 lit. b]) to the SELLER without physically handing them over to the SELLER (constitut of possession, Art. 924 para. 1 of the Swiss Civil Code).

1.4. Warranties

1.4.1. SELLER

11. The SELLER'S warranty is disclaimed to the fullest extent permitted by law, except for the following warranties:
 - a) The CBD hemp plants sold and their cultivation comply with all legal requirements applicable in Switzerland, in particular THC content of < 1%.
 - b) The quality of the CBD hemp plants sold is at least equal to the respective market average.
 - c) The sold CBD hemp plants are legally acquired by the SELLER and officially declared and controlled according to the applicable regulations.
 - d) The SELLER does not give any actual harvest yield guarantee, but in case of yield loss of a CBD hemp plant owned by the BUYER (due to death of the plant, pests or the like), the SELLER will compensate the yield loss of the BUYER within the possibilities of its own stock of CBD hemp plants.
 - e) The SELLER assumes 3 - 4 harvests achievable annually, but without guaranteeing them.

1.4.2. BUYER

12. The BUYER warrants the following to the SELLER:
 - a) He/she is authorised to enter into the present agreement in accordance with the legal provisions applicable to him/her, in particular for reasons of age and regulatory provisions on the possession and consumption of CBD products.
 - b) The funds for the purchase price pursuant to section 1.2 above do not originate from illegal sources.
 - c) The use of the harvest of his/her CBD plants does not serve any illicit purposes.

2. Deposit agreement

13. The DEPOSITOR instructs the DEPOSITEE within the meaning of Art. 472 et seq. of the Swiss Code of Obligations, who hereby accepts the deposit order, to keep his/her CBD plants acquired in accordance with section 1 above safely and properly in the planting facility of the DEPOSITEE in Switzerland for the duration of the successive delivery obligation of the DEPOSITEE as SELLER (section 1.3.1.1 above) until the harvesting of the last replacement cutting to be delivered.
14. In the event that the DEPOSITOR should prematurely demand the return of the stored CBD plant(s) on the basis of Art. 475 of the Swiss Code of Obligations, the DEPOSITEE shall return them at the place of storage at the expense and risk of the DEPOSITOR

(Art. 477 of the Swiss Civil Code). In this case all further obligations of the SELLER/DEPOSITOR under the successive delivery obligation (above section. **Fehler! Verweisquelle konnte nicht gefunden werden.**), under the deposit agreement (here section **Fehler! Verweisquelle konnte nicht gefunden werden.**) and under the service agreement (below section **Fehler! Verweisquelle konnte nicht gefunden werden.**) shall expire.

15. The compensation of the DEPOSITEE for the deposit shall be regulated within the framework of the service agreement (section 3.2.1 below).

3. Service agreement

3.1. Obligations of the AGENT

16. The PRINCIPAL hereby instructs the AGENT, who hereby accepts the order, to maintain the CBD plants standing in his/her property and stored by the AGENT as DEPOSITEE pursuant to section 2 above, for the duration of the successive delivery obligation of the AGENT as SELLER (section 1.3.1.1 above) and for the duration of the deposit (marginal note 13 above), respectively,
- a) horticulturally professionally by means of proper facilities and precautions (IR lighting, ventilation, irrigation, fertilisation),
 - b) by harvesting them at harvest maturity and to use the harvest yield in accordance with the instructions of the PRINCIPAL (marginal note 3.2.1 below),
 - c) by enabling the PRINCIPAL to observe his/her CBD plant(s) via the Internet at any time by means of a suitable video monitoring device in the planting facility.
17. The AGENT shall perform the order in compliance with all due duties of care and in compliance with all official and police regulations. It shall ensure ongoing quality control of all CBD plants in its planting facility, in particular with regard to compliance with a THC content of < 1%.

3.2. Obligations of the PRINCIPAL

3.2.1. Compensation of the AGENT or DEPOSITEE

18. The PRINCIPAL shall provide the AGENT or DEPOSITEE with 1/3 (one third) of the gross harvest of the CBD Plants owned by the PRINCIPAL as a lump sum compensation for the activities of the DEPOSITEE pursuant to marginal note 13 above (deposit) or the AGENT pursuant to section 3.1 above (obligations of the AGENT).
19. In the event of an extension of its successive delivery, storage and service obligation based on note 5, the Seller / Depositee / Agent shall be entitled to adjust the com-

pensation as per marginal note 18 above appropriately, taking into account wage trends, the economic situation and market developments.

20. The remaining net harvest of the PRINCIPAL shall be used in accordance with section 3.2.2 below.

3.2.2. Use of the net harvest

21. The PRINCIPAL shall, at the request of the AGENT, inform the AGENT within a reasonable period of time how the net harvest is to be used:
 - a) Delivery of the harvest in kind to the PRINCIPAL with transport and any other handling costs to be borne by the PRINCIPAL.
 - b) Sale of the net harvest to the AGENT at a purchase price to be agreed upon, which shall be based on the respective market price.
 - c) Contribution of the net harvest in the CBD further processing of the AGENT with a pro rata share of the PRINCIPAL in the proceeds of the further processing products to be agreed in each case.
22. In the absence of timely instructions by the PRINCIPAL for the use of the net harvest, the sale to the Agent shall be deemed to have been agreed in accordance with marginal note 21 lit. b) above.

3.3. Term and termination

23. The service agreement shall be concluded for the duration of the successive delivery obligation of the AGENT as SELLER (above section 1.3.1.1) or of the deposit (above marginal note 13).
24. Should the PRINCIPAL terminate the service agreement prematurely on the basis of Art. 404 para. 1 of the Swiss Code of Obligations, he/she shall be obliged to compensate the AGENT for any resulting damage (Art. 404 para. 2 of the Swiss Code of Obligations). With the premature termination of the service agreement, all further obligations of the SELLER/DEPOSITEE/AGENT under the successive delivery obligation (section 1.3.1.1 above), under the deposit agreement (section 2 above) and under the service agreement (section 3 here) shall expire.

4. Miscellaneous and general terms and conditions

4.1. Establishment of the agreement

25. The present purchase, deposit and service agreement ("AGREEMENT") shall come into effect upon the online order and payment of the purchase price (section 1.2 above) by the BUYER/DEPOSITOR/PRINCIPAL who, by placing the order, expressly confirms that

he/she has taken note of the present text of the AGREEMENT and agrees to all its details.

26. The subsequent delivery of the AGREEMENT by the SELLER/DEPOSITEE/AGENT to the BUYER/DEPOSITOR/PRINCIPAL including the specified Appendix 1 shall have declaratory effect.

4.2. Conclusive Agreement

27. This AGREEMENT is conclusive with respect to the matters governed herein. This AGREEMENT cancels and supersedes all prior oral or written agreements, negotiations, correspondence, obligations and communications between the PARTIES.

4.3. Amendments and written form

28. Amendments and supplements to the present agreement, including this section 4.3, must be made in writing (including electronic exchange via the Internet).

4.4. Notices

29. Notices between the PARTIES shall be sent to the addresses given at the beginning of this document, including electronic communication via the Internet. The PURCHASER acknowledges that the address and coordinates provided by him/her when registering for the order are valid and legally binding.

4.5. Severability

30. Should individual provisions of this AGREEMENT be or become wholly or partially ineffective or invalid, this shall not affect the validity of the AGREEMENT as such or of the remaining contractual provisions. The ineffective or invalid provision, if any, shall be replaced by a valid provision which does justice to the presumed intention of the PARTIES or to the sense and purpose of the ineffective provision within the framework of this AGREEMENT.

4.6. No waiver

31. Failure by either PARTY to enforce or exercise any provision of this AGREEMENT or any right hereunder shall not in any way constitute a waiver of such provision or right and shall in no way affect the validity of this AGREEMENT. Any waiver by one PARTY of any breach by the other PARTY shall not constitute a waiver of any further breach.

4.7. Legal successors

32. This AGREEMENT shall be binding in all respects on the successors and legal representatives of the PARTIES.

4.8. Applicable law and place of jurisdiction

33. This AGREEMENT shall be governed exclusively by Swiss law.
34. The exclusive place of jurisdiction for all disputes arising out of or in connection with this AGREEMENT, including disputes concerning the formation, validity, amendment or termination of this AGREEMENT, shall be the respective statutory seat of the SELLER/DEPOSITEE/AGENT.

APPENDIX

1. Specification of purchase object