

Prothera Inc., dba SFI USA
HCP Product Purchase Terms and Conditions

These HCP Product Purchase Terms and Conditions (the “**Agreement**”) shall govern the purchase of Prothera Inc. d/b/a SFI USA (“**SFI**”) products (“**Product**”) by the undersigned person or entity (“**HCP**”).

1. Terms and Acceptance; Entire Agreement.

Execution of this Agreement and/or purchase of Product indicates HCP’s agreement to this Agreement in its entirety. This Agreement contains the entire agreement of SFI and HCP. Failure of SFI to enforce any rights under this Agreement shall not constitute a waiver of such rights or any other rights. No amendment to this Agreement shall be binding unless approved in writing by SFI. SFI may approve or reject HCP’s Agreement or any Product order or other request for any or no reason, at any time, in its sole discretion.

2. Representations. HCP represents that: (i) HCP will only purchase Products for sale to HCP’s patients under HCP’s direct professional care; and (ii) HCP will only sell Products at HCP’s physical place of business and not via the Internet, and that these, and all other representations made to SFI are and shall be true and correct. HCP shall promptly (within 24 hours) advise SFI if those representations are no longer true and correct for any reason.

3. Taxes. Any taxes (excluding income or excess profits taxes but including interest and penalties) imposed by any taxing authority arising from the sale of Product for which SFI is ultimately responsible for collection or payment (whether on its own behalf or on behalf of the HCP), shall be paid by HCP to SFI immediately upon demand.

4. Title and Inspection. Title and risk of loss shall transfer from SFI upon delivery of the Product by SFI to a common carrier. HCP shall inspect Product promptly, and in no event later than three (3) days following receipt, and any non-conformity documented and immediately reported or waived.

5. Purchase/Sale of Product. HCP may purchase Product at the then-prevailing prices. HCP may only sell Product to HCP’s individual clients or patients in the United States that HCP reasonably, in good faith, believes are purchasing Product: (i) for personal use,

(ii) in quantities reasonable for an individual’s personal use; (iii) to end-users of the Product. SFI may assess interest on all undisputed amounts not paid when due at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount allowable by law, from the date said amounts become overdue until paid-in-full. If SFI is required to pursue legal action to collect any outstanding amounts due, then in addition to any other remedies available, SFI shall be entitled to its reasonable attorneys’ fees and costs of collection.

6. Internet Resale Prohibited. HCP shall not advertise, list, offer for sale, sell or distribute any Product via the Internet, except with SFI’s prior written approval. Without limiting the generality of the foregoing, HCP shall not sell Product via any third-party websites, mobile applications, or online marketplaces including Amazon.com and Ebay.com. HCP shall not advertise using banner/pop-up advertisements, or using sponsored searches (e.g., Google AdWords, Yahoo! or Bing Search Marketing) without SFI’s prior written approval. For the avoidance of doubt, nothing in this paragraph shall prevent HCP from selling Product through Wellevate, Fullscript, NP Script, Kaerwell, Doctor’s Supplement Store or any other approved online dispensary in accordance with this Agreement.

7. Reseller/Distributor Resale Prohibited. HCP shall not sell Product to anyone who HCP suspects, knows, or reasonably should know, intends to re-sell or re-distribute the Product. HCP shall only sell the Product in bona fide retail transactions with patients under HCP’s care. Without limiting the generality of the foregoing, distribution of Product for resale is strictly prohibited.

8. Marketing. HCP may market, advertise, and promote (“**market**”) the Product at HCP’s physical place of business, in accordance with the following conditions: HCP (i) may only market Product that are currently maintained in inventory, in accordance with good business practices, in a manner that reflects favorably on SFI, on the Product, and in accordance with any sales or marketing policies, directions, or instructions provided by SFI; (ii) shall not remove, translate or modify the packaging, contents, or documentation of any Product; (iii) shall display branded signage provided by SFI (if any) at its place of business that is visible to the public; (iv) shall have sufficient

knowledge of the Product, competitive products (and each of their specifications, features, and benefits) and shall have the ability to explain the differences and standard protocols in use of the Product; (v) shall only market the Product in accordance with good business practice and in a manner that reflects favorably at all times on the Product, and SFI's good name, goodwill and reputation.

9. Quality Control. HCP shall immediately advise SFI of any complaints or adverse claims about any Product or its use. HCP shall comply with all SFI's quality controls, protocols, and instructions with respect to the Product, in order to maintain the quality of the Product, as may be updated from time-to-time by SFI. Product must be shipped in an appropriate manner, stored in a clean, appropriate area, free from insects, rodents, and pests, and in a manner to prevent entry of foreign materials, must be regularly inspected to ensure that all seals and containers are tightly sealed, and that no Product has expired, been tampered with, or otherwise damaged, and otherwise in accordance with all applicable laws, rules and regulations, and any storage specifications or other written instructions of Supplier. Product shall, to the extent commercially reasonable, be sold by on a first-in, first-out basis; provided, however, that Product shall not be sold after the expiration date for such Product. SFI shall have the right to inspect HCP's place(s) of business and storage facilities to ensure compliance with this Agreement at any time upon demand.

10. Injunctive Relief. The parties agree and acknowledge that breach of Sections 2, 5, 6, 7, 8, 9 and 13 ("Sections") will irreparably harm SFI's brand reputation and goodwill. Accordingly, SFI shall have the right to seek injunctive or other equitable relief to prevent a breach or threatened breach of those Sections, without the necessity of posting a bond or other security.

11. Liquidated Damages. HCP acknowledges that the Sections are necessary and proper in order to protect SFI's brand reputation and goodwill, and to preserve authorized health care practitioners' (including HCP's) ability to make a reasonable margin on Product sales. HCP agrees that if it violates the Sections, SFI will be damaged in an amount that will be difficult or impossible to ascertain. Accordingly,

HCP agrees to pay liquidated damages to compensate SFI for damages resulting from HCP's breach of the Sections (the "**Liquidated Damages**"). The parties have made advance provision for Liquidated Damages to avoid controversy, delay and expense in the event of any breach of the Sections. Liquidated Damages shall be an amount equal to \$500.00 for each separate breach for each day of breach. Each breach with respect to a Product shall be considered a separate breach for the purposes of this Section. For example, if HCP is in breach with respect to three different Product for a period of 10 days, HCP will be deemed to have committed 30 breaches and be subject to Liquidated Damages of \$6,000.00. The Liquidated Damages are estimated based on the various damages that SFI expects to suffer upon any breach of the Sections, including lost sales; infringement of SFI's trademarks and other intellectual property; irreparable harm to SFI's business, customer relationships, goodwill and quality control procedures; and costs of investigating breaches. HCP agrees that the Liquidated Damages are not a penalty and are reasonably estimated in light of the anticipated or actual harm that would be caused by a breach and the difficulty of proving the amount of loss and otherwise providing an adequate remedy to SFI and other affected health care providers. HCP hereby waives any defense to SFI's right to obtain liquidated damages on the basis that actual damages are calculable or that the liquidated damages do not represent a reasonable determination of damages or otherwise constitute a penalty.

12. Independent Contractors; No Franchise or Business Opportunity Agreement. SFI's relationship with HCP is that of an independent contractor, and nothing in this Agreement is intended to create any partnership, agency, joint venture, franchise, business opportunity or employee relationship.

13. Intellectual Property. All trademarks, trade dress, copyright and goodwill as they relate to the Product, as well as the packaging, image, merchandising and advertising materials remain the sole and exclusive property of SFI and no rights thereto are granted to HCP by virtue of this Agreement. SFI hereby grants to HCP during the Term, subject to HCP's compliance with this Agreement, a limited, non-exclusive, non-transferable, royalty-free license to use

SFI's intellectual property solely for the purpose of HCP's sales and marketing of Product. Upon termination of this Agreement, the above license shall immediately terminate and be of no further effect.

14. Warranty; Limitation of Liability. SFI WARRANTS THAT THE PRODUCT IS MANUFACTURED IN ACCORDANCE WITH GOOD MANUFACTURING PRACTICES. OTHERWISE, SFI MAKES NO WARRANTIES WHATSOEVER, AND PRODUCT IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY. Without limiting the foregoing, it is HCP's sole responsibility to independently evaluate the accuracy, correctness, appropriateness, or completeness of the Product for use or resale.

EXCEPT AS EXPLICITLY SET FORTH HEREIN, SFI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING FROM OR RELATING TO THE PRODUCT, EVEN IF SFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SFI'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY, SHALL BE LIMITED TO THE AMOUNT PAID BY HCP FOR THE PRODUCT AT ISSUE, OR IF NO PRODUCT IS AT ISSUE, IN THE 12 MONTHS PRECEDING THE CLAIM.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. Accordingly, some or all of the above disclaimers, exclusions or limitations may not apply.

15. Release and Indemnification. HCP hereby releases and agrees to defend, indemnify and hold SFI and its officers, directors, members, managers, shareholders, employees, independent contractors, agents and representatives harmless from and against any and all claims, liabilities, damages and expenses, including attorneys' fees, arising out of or attributable to: (i) any breach or violation of this Agreement by HCP or

its representatives; (ii) HCP's improper use, sale, storage or application of the Product; (iii) HCP's use of SFI's intellectual property; (iv) access or use of HCP's account, including any orders for Product placed on or through HCP's Account; or (v) any personal injury, property damage, emotional distress or other harm caused by HCP.

16. Termination; Survival. This Agreement may be terminated by either party at any time by giving written notice. Those provisions that by their nature are intended to survive termination of this Agreement shall so survive.

17. Governing Law; Disputes. The laws of Nevada, without giving effect to its principles of conflicts of law, govern any dispute arising in connection with this Agreement. Any proceeding arising out of or relating to this Agreement may be brought only in the state or federal courts of Nevada sitting in Washoe County, and each party hereby submits to the exclusive jurisdiction of, and venue in, those courts for purposes of any such proceeding; except that SFI may commence an action in any court of law to ascertain the identity of any unauthorized seller of Product. HCP shall pay SFI's legal fees and other costs in connection with enforcing this Agreement. Any and all claims relating to this Agreement must be brought on an individual, rather than as part of a class or representative action.

18. Notices. All notices hereunder shall be in writing and shall be deemed to have been given when delivered by registered or certified mail, to the a party's last known address.

19. Authority. HCP represents that it has the power and authority to enter into and be bound by this Agreement in accordance with its terms.

20. Severability. If any provision of this Agreement is found unenforceable, the provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted its original intent.

21. Assignment. HCP's rights and/or obligations under this Agreement may not be transferred or assigned in any manner without SFI's written consent.

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Signature

Reseller Name (Customer Full Name)

Reseller Account Number (Customer Account Number)

Date