

## Zennetix Master Services Agreement

THIS AGREEMENT is made as of the date of the signed order form, by and between JStar Labs Inc., a Delaware Corporation dba Zennetix, having its principal place of business at 14543 Highway 105 W, Ste 205, Conroe, TX 77304 (hereinafter referred to as "Company") and [Client Name as referenced in Order Form], [a/an] [Client's State/Country as listed in Order Form] [Type of Legal Entity - Corporation, LLC, etc.], having its principal place of business at [Address listed in order form] (hereinafter referred to as "Client").

WHEREAS, Company is in the business of providing Tissue Cultured plants.

WHEREAS, Client desires to engage Company to provide certain services as detailed in the order form, and Company desires to be so engaged.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Products.** Company agrees to provide for Client the products ("Products") described in the order form executed by the parties (the "Order Form" ). Specific product related clauses are included below in Appendix A.
2. **Compensation.** As full compensation for the Services and the rights granted to Client hereunder, Client shall pay Company the fees as set forth in the applicable Order Form.
3. **Mutual Indemnification.**
  - a. Client shall indemnify, defend, and hold harmless Company, its officers, directors, employees, agents, and successors and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by Client of any representation, warranty, covenant, or obligation under this Agreement.
  - b. Company shall indemnify, defend, and hold harmless Client, its officers, directors, employees, agents, and successors and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by Company of any representation, warranty, covenant, or obligation under this Agreement.
4. **Confidentiality.** Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms of this Agreement ("Confidential Information"). Each party agrees that it will not disclose or use the other party's Confidential Information, except as expressly permitted under this Agreement.

5. Limitation of Liability. Notwithstanding any provision to the contrary, in no event shall company (Zennetix) be liable to client or any third party participating in the services rendered, for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, revenue, goodwill, use, data, or other intangible losses, arising out of or relating to this agreement, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if company has been advised of the possibility of such damages.

a. In no event shall company's total aggregate liability to client or any third party arising out of or related to this agreement or the services rendered, whether based on warranty, contract, tort (including negligence), or any other legal theory, exceed the total amounts paid by client to company under the specific order form relating to the services from which the claim arose, in the twelve (12) months immediately preceding the event giving rise to such liability.

b. acknowledgement and agreement

client acknowledges and agrees that the limitations set forth above are fundamental elements of this agreement and the services would not be provided without such limitations.

6. Use of Client's Brand. Company is granted the right to use Client's brand, logo, and the results arising out of Company's services, for Company's marketing purposes to illustrate its capabilities, including but not limited to, in case studies, marketing material, and sales presentations.

7. Arbitration. Any dispute arising out of or related to this Agreement shall be settled by arbitration in the State of Tennessee, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

8. Privacy Policy. Client and Company agree to comply with Company's privacy policy, which is available at [Company's website] and is incorporated herein by reference, as it may be amended from time to time.

9. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of law principles. This Agreement may be amended only in writing signed by both parties.

10. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments and appendices, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written, between the Parties relating thereto.

IN WITNESS WHEREOF, each of the Parties has executed, or caused their duly authorized representatives to execute, this agreement effective as of the Effective Date.

## Appendix A. Product related clauses and notices

### 1. COMPLIANCE WITH LAWS

The Company certifies that all plants supplied under this Agreement are considered hemp and comply with the legal regulations stipulated in the 2018 Farm Bill, maintaining a THC level under 0.3%.

### 2. CERTIFICATION

The Company certifies that all plants are independently tested and verified to be virus, viroid, and pathogen-free. A certificate confirming the clean genetics of the plants will be provided.

### 3. EXTENSION OF CERTIFICATION

Once the plants leave the Company's facility, the Company will not be held liable for the state or condition of the plants. While the plants are certified free of viruses, viroids, and pathogens at the time of shipping, it is acknowledged that they could contract diseases during the shipping process and/or during the handling of the product upon receipt from the customer. If the customer finds the product to be unsatisfactory after taking delivery, it is the responsibility of the customer to notify Zennetix immediately, provide visual proof and it is in the sole discretion of Zennetix for providing any compensation to the customer.

### 4. DELIVERY

Deliveries are guaranteed within seven (7) business days grace period of the quoted delivery date in the Order Form. For every week of delay, a credit of \$1 per plant will be applied to the Client's future orders, up to a total of \$3 in total credits per plant.

### 5. ADDITIONAL PAYMENT TERMS

- Payments not received by the due dates listed on your invoice may be subject to a 3% per week late fee.
- Shipping costs are estimated and are subject to change until final quote and invoice
- Shipping costs will be added to your final invoice that must be paid within 48 hours of your shipment date
- All shipments delayed due to late payments may be subject to additional fees of 3% per week
- Deposits are non refundable
- Unfulfilled orders due to CLIENT error may be subject to a partial refund only at the discretion of Zennetix