

Seed/Clone Purchase Agreement

This Seed/Clone Purchase Agreement (Agreement), between Mountain Flower Botanicals, LLC., a Colorado corporation whose principal office address is listed below (“MFB, LLC” or MFB, LLC), and the undersigned party and affiliates, whose principal office address is listed below (“BUYER”) (jointly referred to below as “Parties), provides as follows:

BUYER purchases the order of Seeds/Clones and/or plants (SEEDS) under this Agreement. This sum will be paid, either on a credit card or by transfer to an escrow account, before delivery of any material (SEEDS) will be made.

MFB, LLC asks that the BUYER agree to the following before the BUYER receives plant SEEDS (“SEEDS”) requested from MFB, LLC:

MFB, LLC does not guarantee any financial or cultivation results.

Users and BUYERs take full responsibility for understanding Federal and State laws, any and all legal ramifications, as well as all legal and financial risks and responsibilities for cultivating and growing Agricultural hemp in the United States and in their region. Please consult legal representation and all applicable Federal and State laws.

MFB, LLC does not guarantee percentage of feminized SEEDS sold, levels of THC or CBD that plants are tested at, and does not guarantee results from its consultation, as growing techniques, climate, etc. will affect these results.

BUYER warrants that their purchase is not for the purpose of seed multiplication, creation of new hybrid lines derived from SEEDS, inbreeding of SEEDS, or use in the production of seed for resale or barter.

BUYER agrees not to sell, exchange, lease, donate or otherwise make available to any third party cuttings, tissue, SEEDS, or pollen for the purpose of multiplying or maintaining SEEDS or derivative plants in their fundamental characteristic form or for the creation of new hybrid lines derived from original SEEDS supplied by MFB, LLC. BUYER is hereby informed that no property rights, seed productive rights, or seed multiplication rights are given to the BUYER by MFB, LLC and transfer of SEEDS to any third party is expressly prohibited.

BUYER assumes all liability for damages that may arise from use, storage, or disposal of SEEDS. MFB, LLC will not be liable to BUYER for any loss, claim, or demand made by the BUYER, or made against the BUYER by any other party due to or arising from the use, storage, or disposal of the SEEDS. The BUYER agrees to indemnify, hold harmless, and defend MFB, LLC against any claims, costs, or other liabilities that may arise as a result of BUYER’s use, storage, or disposal of SEEDS.

BUYER agrees to indemnify MFB, LLC for reasonable attorney fees and costs of litigation based on or arising from BUYER’s misuse of seed according to the said terms. BUYER agrees to pay for all attorney’s fees it may incur in litigation against MFB, LLC.

All information relating to varieties, varietal characteristics or periods of maturity and all descriptions and illustrations contained in the MFB, LLC’s catalog, price list, and advertisements or otherwise communicated to the BUYER are intended to present merely a general idea of the SEEDS described and shall not form part of the agreement or constitute a representation.

All parties guarantee that they are state licensed / registered entities operating research programs in compliance with the 2018 Farm Bill. 1. BUYER warrants that the transfer of SEEDS is not for the purpose of seed multiplication, creation of new hybrid lines derived from SEEDS, inbreeding of SEEDS, or use in the production of seed for resale or barter. 2. BUYER agrees not to sell, exchange, lease, donate or otherwise make available to any third party cuttings, tissue, SEEDS, or pollen for the purpose of multiplying or maintaining SEEDS or derivative plants in their fundamental characteristic form or for the creation of new hybrid lines derived from original SEEDS supplied by MFB, LLC. BUYER is hereby informed that no property rights, seed productive rights, or seed multiplication rights are given to the BUYER by MFB, LLC and transfer of SEEDS to any third party is expressly prohibited. BUYER acknowledges that transfer of SEEDS by MFB, LLC to BUYER is for hemp research production purposes allowed under Section 7606 of the 2014 Farm Bill. BUYER assumes all liability for damages that may arise from use, storage, or disposal of SEEDS. MFB, LLC will not be liable to BUYER for any loss, claim, or demand made by the BUYER, or made against the BUYER by any other party due to or arising from the use, storage, or disposal of the SEEDS. The BUYER agrees to indemnify, hold harmless, and defend MFB, LLC against any claims, costs, or other liabilities that may arise as a result of BUYER’s use, storage, or disposal of SEEDS. BUYER agrees to indemnify MFB, LLC for reasonable attorney fees

and costs of litigation based on or arising from BUYER's misuse of seed according to the said terms. All information relating to varieties, varietal characteristics or periods of maturity and all descriptions and illustrations contained in the MFB, LLC's catalog, price list, and advertisements or otherwise communicated to the BUYER are intended to present merely a general idea of the SEEDS described and shall not form part of the agreement or constitute a representation. Disease of plants can be transmitted by wind, insects, animals, or by human agencies and can be seed or soil borne. MFB, LLC believes the SEEDS transferred subject to this agreement to be free from latent defect. It is not a condition of transfer or a warranty that any SEEDS is free from such a defect. SEEDS will perform differently in different growing environments and therefore no warranty can be given as to the nature, size, or appearance of any plants grown from the SEEDS. BUYER shall be solely responsible for determining whether or not the anticipated growing conditions are suitable for the SEEDS and any advice given by MFB, LLC in this respect shall be given without liability to the MFB, LLC and shall not be deemed to be a representation. The BUYER shall acknowledge MFB, LLC as the supplier of the SEEDS in any publications that results from the BUYER's use of the SEEDS, and shall provide MFB, LLC with copies of the relevant publications.

BUYER acknowledges that the SEEDS provided by MFB, LLC is subject to one or more pending patents and contains heritable genomic markers identified and used exclusively by MFB, LLC. Any breeding with the SEEDS is therefore traceable and such violations will be pursued to the full extent of the law.

Genomic sequencing of any SEEDS provided by MFB, LLC is expressly prohibited.

Disease of plants can be transmitted by wind, insects, animals, or by human agencies and can be seed or soil borne. MFB, LLC believes the SEEDS transferred subject to this agreement to be free from latent defect. It is not a condition of transfer or a warranty that any SEEDS is free from such a defect.

SEEDS will perform differently in different growing environments and therefore no warranty can be given as to the nature, size, or appearance of any plants grown from the SEEDS. BUYER shall be solely responsible for determining whether or not the anticipated growing conditions are suitable for the SEEDS and any advice given by MFB, LLC in this respect shall be given without liability to the MFB, LLC and shall not be deemed to be a representation.

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Genomic sequencing of any SEEDS provided by MFB, LLC is expressly prohibited.

If BUYER cancels an Order without MFB, LLC's written consent, then BUYER will forfeit the entire amount of the Deposit, and MFB, LLC will be under no obligation to sell Seed to BUYER and may terminate this Agreement. BUYER may request changes to an Order, which changes are subject to MFB, LLC's written consent. If, for any reason, MFB, LLC is unable to Deliver an Order, then BUYER's sole remedy is to receive replacement SEEDS of like quality or a cancel the Order and receive a refund of the Deposit. MFB, LLC will refund the Deposit or other amounts received from BUYER for such cancelled Order (or part) within 30 business days of cancellation.

Time for payment is of the essence, and BUYER must pay the full amount of the Purchase Price and any other amounts due for an Order prior to Delivery. BUYER will pay MFB, LLC the Purchase Price (and any amounts due MFB, LLC) by wire transfer to an escrow account as MFB, LLC may designate to BUYER. The Purchase Price excludes all taxes, delivery and other such charges. The payment and securement of such items are the sole responsibility of BUYER.

Any Delivery Date specified by MFB, LLC will be non-binding and will be an estimated date of Delivery only, and time for Delivery will not be of the essence. BUYER will hold MFB, LLC harmless from any damages or claims arising from or in connection with such alteration or modification.

BUYER (or its Shipping Agent) will accept Delivery and take possession of an Order within 48 hours of the Delivery Date, unless the Delivery Period is extended in writing by MFB, LLC. BUYER will bear all risk of loss or damage for an Order or any part beginning upon Delivery to BUYER. MFB, LLC will put the order into the mail, as agreed with BUYER. If for any reason BUYER declines or is unable to accept Delivery or take possession of the Order within the Delivery Period, or if MFB, LLC is unable to timely deliver the Order according to this Agreement because BUYER has not provided appropriate instructions, documents, licenses, or authorizations, then BUYER will forfeit the entire Deposit,

and MFB, LLC will have no further obligations under and may terminate this Agreement.

Upon Delivery, BUYER is required to complete an inspection of the Seed (including, but not limited to, inventory and count of the Seed) within 48 hours. Such inspection is BUYER's sole and final opportunity to confirm the count of the Seed for an Order and to inspect the Seed for quality. BUYER hereby agrees that BUYER's failure to make such an inspection (and count or inspect the Seed for quality) will constitute and be deemed a waiver of BUYER's right to contest the number of SEEDS received in an Order or to contest the quality of such Seed, and such failure will be an absolute bar to (and MFB, LLC will have no liability for) any claims arising therefrom. Following the Inspection Period, if no inspection made following Delivery, no refunds for, and no returns or exchanges of Seed will be accepted by MFB, LLC unless MFB, LLC provides written consent.

BUYER hereby agrees and acknowledges that the Genetics in the SEED is proprietary to and owned solely by MFB, LLC. BUYER has been informed, and has acknowledged and agreed, that no property rights, seed productive rights, or seed multiplication rights are given to BUYER by MFB, LLC by way of the sale of Seed to BUYER under this Agreement.

MFB, LLC will at all times own and retain all right, title, and interest to: (1) all intellectual and other proprietary rights, interest, and title to Genetics; (2) all hybrid lines that are essentially derived from the SEEDS and/or Technology whose essential characteristics fail to be clearly distinguishable from the SEEDS and/or Technology; (3) new hybrid(s), not essentially derived and clearly distinguishable from the Seed and/or Technology, developed by MFB, LLC using the Seed and/or Technology in crosses with other MFB, LLC-owned breeding lines; (4) any other progeny of the SEEDS or progeny of such progeny as well as any Derivatives (defined below); and (5) all existing and future intellectual property rights in the Seed and Technology including, but not limited to, patents, patent applications, copyrights, trade secrets, trademarks, and copyright applications.

BUYER will not, without a written agreement with MFB, LLC, use the Seed to seek or obtain patent protection or plant variety rights or any other intellectual property protection for the genotype of the Seed and/or Technology, either within the United States of America or any other country, and may not authorize a third party to do so. The supplying of the Seed or SOPs to BUYER is not and may not be construed or deemed as an assignment, grant, option, license, or other transfer of any right, title, or interest whatsoever in the SEEDS, Technology, or SOPs, to BUYER or any Agents.

In order to induce MFB, LLC into selling Seed to BUYER, BUYER represents and warrants to MFB, LLC the following: (A) BUYER holds all applicable licenses or permits required to purchase, possess, use, transport, process, and ship Seed. (B) BUYER is aware of and is and will at all times now and in the future be in compliance with all applicable laws related to or governing the purchase, possession, use, and transportation of Seed. (C) BUYER understands and acknowledges that Seed is controlled by federal and state import and export laws and regulations, and that BUYER is solely responsible for compliance with the same.

BUYER is experienced with selecting the growing environment for the Seed that are suitable for BUYER's use.

In order to induce MFB, LLC into selling Seed to BUYER, BUYER covenants to MFB, LLC the following: (A) BUYER will at all times after Delivery assert sole and direct control over the Seed and will take all necessary steps and precautions to protect the Seed from misuse, theft, damage, and abandonment. (B) BUYER will not sell, transfer, exchange, lease, donate, or otherwise make available to any third party the Seed or Technology including, but not limited to, cuttings, tissue, SEEDS, or pollen derived from the Seed ("Derivatives"), to any third parties without MFB, LLC's written consent. For the purpose of ensuring compliance with this obligation, and upon MFB, LLC's reasonable suspicion, BUYER will open for MFB, LLC its financial records showing all transactions of BUYER from the date of execution of this Agreement until the date on which MFB, LLC makes such request. (C) BUYER will not use the SEEDS: (1) to produce Derivatives, (2) for seed multiplication, (3) for the creation of new hybrid lines, (4) for breeding or inbreeding, or (5) for molecular characterization in the broadest sense possible including, but not limited to: (a) genetic profiling, (b) sequencing, (c) analyzing molecular species, (d) isolating molecular species, (e) subjecting to molecular marker analysis (including, but not limited to, using polymerase chain reaction, hybridization, or any other technique requiring the inquiry of a nucleic or amino acid, whether directly or indirectly), (f) genotyping, (g) DNA fingerprinting, and/or (h) use of double-haploid technology, research, or generation of herbicide registration data. (D) BUYER will not conduct any research on the Seed and/or Technology or on crops produced from the Seed other than to

make agronomic comparisons and conduct yield testing for MFB, LLC's own use. (E)(1) BUYER will plant all Seed purchased from MFB, LLC for the sole purpose of cultivating an industrial hemp crop on property owned or leased by BUYER and duly registered for the cultivation and/or processing of industrial hemp with the state department of agriculture ("Property. (2) BUYER will provide MFB, LLC with physical access to the Property for the purpose of ensuring that BUYER is not conducting any activities in violation of its obligations under this Agreement. (F) Upon reasonable request of MFB, LLC, BUYER will deliver to MFB, LLC an accurate accounting of the number of SEEDS germinated by BUYER and planted on the Property. (G) Any crops, grain, or SEEDS produced from the Seed will be exported to, or used, processed, or sold in, states and/or countries where all necessary regulatory approvals have been granted.

If BUYER fails or neglects to perform, keep, or observe any term, provision, condition, or covenant contained in this Agreement, or BUYER makes any false, untrue, incomplete, or misleading representation, warranty, schedule, report, or other communication to MFB, LLC in connection with this Agreement or any transaction relating thereto (each a "Default Event"), then MFB, LLC may: (b) suspend performance of the remainder of this Agreement or any other agreements with BUYER; (c) with prior written notice to BUYER, declare due all other sums owed by BUYER to MFB, LLC (whether under this Agreement or any other agreement or account), which, at the date of such notice, might not otherwise be immediately due and payable, and BUYER will be obligated to pay the same to MFB, LLC with immediate effect; and/or (d) take whatever action at law (including the Colorado Uniform Commercial Code), in equity, or otherwise is deemed necessary by MFB, LLC to collect any amounts then due and payable by BUYER to MFB, LLC under this Agreement and/or to enforce performance and observance by BUYER of any obligation, agreement, or covenant of BUYER hereunder. (2) BUYER will pay all costs incurred by MFB, LLC in collecting any amounts due hereunder including, but not limited to, reasonable attorneys' fees and costs including those from appeal.

If, during the term of this Agreement and for a period of three (3) years following termination, BUYER or its Agents breach any covenants in Agreement, or otherwise breaches any covenants related to use of the SEEDS ("Breach"), then BUYER will pay to MFB, LLC liquidated damages in an amount equal to 100% of the Gross Revenues arising from or in any way derived from such Breach ("Damages"). The term "Gross Revenues" means all sales or transfers of goods, services, or property rights (including intellectual) arising from or in connection with a Breach. Payment of such amounts will be made monthly, and MFB, LLC is entitled to receive the same reports of revenues and to exercise the same audit rights as it deems necessary and appropriate to enforce the payment obligations under this section.

It is the purpose of this provision that such amounts constitute a part of the damages which MFB, LLC will or is probable to incur by reason of a Breach, because it is anticipated by the Parties that the actual damages which MFB, LLC will incur are difficult or impossible to calculate due to the expanding and diversifying business of MFB, LLC and because the amount of such loss may be held by a court or arbitrator to be speculative. In addition, based upon the Parties' knowledge as of the Effective Date, the Parties hereby agree that the amount of Damages is a fair and reasonable estimate of the damages that MFB, LLC is likely to incur as a result of a Breach, and that the amount of Damages is not intended to act nor would it act as a penalty under the circumstances contemplated under this Agreement. Therefore, such continued payments will serve as the measure of MFB, LLC's damages in connection with the loss of sales revenue and business opportunities, and the damage to MFB, LLC's reputation in the industrial hemp marketplace, on account of such Breach.

The foregoing notwithstanding, MFB, LLC is entitled to recover all other damages provable by MFB, LLC on account of a Breach, and the remedies described in this section will be cumulative with all other remedies available to MFB, LLC and not exclusive.

MFB, LLC believes the Seed hereby sold to be free from latent defect, but it is not a condition of sale nor does MFB, LLC warrant that any Seed sold will be free from such defect, and MFB, LLC will not be held liable in any way for the resultant crop because any failure can depend on countless factors outside MFB, LLC's control including, but not limited to, those listed section 9 of this Agreement. Therefore, the Parties acknowledge, agree, and accept that: (1) disease of plants (including crops cultivated from the Seed) can be transmitted by wind, insects, animals, or by human contact and can be seed or soil borne, (2) the SEEDS are not immune to any disease, and (3) the SEEDS will perform differently in different growing environments. (C) Therefore, no warranty is or can be given by MFB, LLC as to the viability, nature, size, productivity, or appearance of any plants grown from the Seed. (D) In addition, the Parties acknowledge, agree, and accept that BUYER is solely responsible for determining whether or not the anticipated growing conditions are suitable for the SEEDS, and any advice, certificates of analysis, or other data or information disclosed by MFB, LLC to BUYER in this respect (whether prior to, contemporaneous with, or following the Effective Date) are given for informational

purposes and without any liability to MFB, LLC, and such disclosures will not be deemed to be a representation, warranty, guarantee, covenant, part of this Agreement, or otherwise legally binding.

BUYER agrees that all SEEDS sold hereunder are sold "as is" and without any warranty of any kind of MFB, LLC. Further, MFB, LLC provides no warranty that any seed sold to BUYER will be suitable for BUYER's purposes, of which, MFB, LLC has not been advised and of which MFB, LLC has provided no guidance.

To the maximum extent permitted by applicable law, MFB, LLC disclaims all other warranties, express or implied, statutory or otherwise.

MFB, LLC, makes no representations or warranties regarding the use of the seed for any purposes including, but not limited to, use of the seed in applications involving the diagnosis, cure, mitigation, treatment or prevention of any illness.

MFB, LLC's sole liability for any action arising from or related to the contents of the Agreement is limited to the amounts received by MFB, LLC from BUYER for the seed. BUYER hereby waives any other remedy available at law or in equity.

In no event will MFB, LLC be liable to BUYER or any third party for any lost profits or any consequential damages, however caused and on any theory of liability, regardless of whether MFB, LLC was notified of the possibility of this.

The Parties further agree that each and every provision of this Agreement that provides for the limitation of liability, disclaimer of warranties or exclusion of damages is expressly intended to be severable and independent of any other provisions since those provisions represent separate elements of risk allocation between the Parties and will be separately enforced.

BUYER agrees that these limitations will apply notwithstanding any failure or essential purpose of any limited remedy.

No action, regardless of form, arising under this Agreement may be brought by BUYER more than 1 year after the occurrence of the events which may give rise to the cause of action.

BUYER will indemnify, defend, and hold MFB, LLC, and the members, directors, officers, employees, agents, and any subsidiaries or related entities of MFB, LLC, harmless from and against any and all claims, causes of actions, losses, damages, demands, liabilities, costs, and expenses including, but not limited to, reasonable attorney's fees and expenses, whether a suit or other proceeding is initiated or not, which may arise from, but which is not limited to the following events: (1) any representations or warranties made by BUYER in this Agreement, (2) any negligence or misconduct by BUYER, (3) BUYER's use, modifications, or alterations of Seed, (4) any other act or omission of BUYER, or (5) any breach by BUYER of this Agreement.

In consideration of the sale of SEEDS to BUYER, and without any further consideration or payment of any royalties or other fees, MFB, LLC is entitled to publish, promote, and share the terms of this Agreement with any third party including, but not limited to, announcing the quantity and variety of Seed sold to BUYER. BUYER will execute all documents and provide all consents necessary to enforce MFB, LLC's rights under this section.

BUYER will keep confidential and will not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement any Confidential Information furnished to it by MFB, LLC pursuant to this Agreement.

BUYER is prohibited from using the name of MFB, LLC in any public announcement, press release, or other public document related to this Agreement or the understanding reflected herein without the written consent of MFB, LLC.

The confidentiality obligations stated in this section will continue indefinitely from the Effective Date, and BUYER will return to MFB, LLC or destroy all Confidential Information upon MFB, LLC's request, and MFB, LLC will return to BUYER or destroy all non-public information of BUYER that is disclosed by BUYER to MFB, LLC.

The failure or delay of MFB, LLC at any time or times to require performance of, or to exercise any of its powers, rights, or remedies with respect to any term or provision of this Agreement will in no manner affect that Party's right at a later time to enforce any such term or provision.

Any notice or other communication under this Agreement will be in writing and delivered personally, emailed, faxed, or sent by certified, registered, or express mail, postage prepaid, to the Parties at the addresses listed on the signature page (or other address specified by a Party hereunder), and will be deemed given when delivered personally, emailed, or faxed

or, if mailed, 3 days after the date of mailing.

The provisions of this Agreement and the rights and obligations of the Parties therein, will survive any termination of this Agreement. In addition, each term and condition under this Agreement will remain effective for so long as may be necessary to give effect to its purpose as set forth.

BUYER may not assign, transfer or otherwise encumber this Agreement or any part thereof without express written consent of MFB, LLC. Subject to the foregoing, this Agreement will inure to the benefit of MFB, LLC, and is binding upon, the heirs, personal representatives, successors, and assigns of BUYER.

BUYER hereby acknowledges that each provision of this Agreement is and will be treated as a separate and independent clause and that the unenforceability of any one clause will in no way impair the enforceability of any of the other clauses in this Agreement. In addition, if one or more of the provisions contained in this Agreement are for any reason held to be excessively broad as to scope, activity, or subject so as to be determined invalid, illegal or unenforceable by a court of competent jurisdiction, then such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, which will be construed as if the invalid, illegal, or unenforceable provision were deleted from and never a part of this Agreement.

The Parties may execute this Agreement (including, but not limited to, by fax or electronic signature) in counterparts, with each counterpart deemed as a duplicate original of the other as if the Parties had signed the same document.

This Agreement will be deemed to have been entered into at the offices of MFB, LLC, in Hotchkiss, Colorado, and all behavior of BUYER will be governed by that jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. Any legal suit or action arising out of or relating to this Agreement may be instituted in a state or federal court of competent jurisdiction in Hotchkiss, Colorado, and BUYER waives any objection which it may now otherwise have or hereafter have to the waiving of the venue of any such suit, action, or proceeding and hereby subjects itself to the jurisdiction of any such court. If a dispute arises regarding this Agreement, then the MFB, LLC will be entitled to its reasonable attorney's fees and expenses incurred in addition to any other relief to which it is entitled.

This Agreement is the entire agreement between the Parties and supersedes all prior written or oral understandings and/or other terms in any other document or conversation. No verbal agreements will in any way modify the terms of this Agreement. The headings herein are for convenience only and will not be read to define or limit the intent of the provisions which follow such headings.

Before MFB, LLC can transfer SEEDS the BUYER, or other authorized official of the BUYER's organization, must sign and deliver this MTA by email to MFB, LLC at the following address: CERTIFICATION BY BUYER OR OTHER AUTHORIZED OFFICIAL: I have read and understand the conditions outlined in this Agreement and I agree to fully abide by them in the receipt and use of the SEEDS

IN WITNESS WHEREOF, each Party to this Agreement has executed or caused this Agreement to be executed in its name or by their fully authorized representative as of the Effective Date.

Mountain Flower Botanicals., a Colorado limited liability company

By: _____
Jeanette VanDenBerg, owner, _____
30211 L Road
Hotchkiss, CO 81419
janhemp777@gmail.com

By: _____