

CONSULTING AGREEMENT

BETWEEN :

JUICY GROW GmbH a company incorporated and registered in Germany, whose registered office is at Potsdamer Strasse 147, 10783 Berlin, Germany
(Company).

Represented by its Chief Executive Officer, Viktor Bitner

Hereinafter referred to as "JuicyGrow "

On the first part;

AND :

ALPINE ASSET MANAGEMENT AG a company incorporated and registered in Zug, Switzerland with company number CHE-281.148.357 whose registered office is at 24 Gubelstrasse, 6300 Zug, Switzerland;

Represented by Mrs Francesca Greco, President;

Hereinafter referred to as "ALPINE";

On the second part;

THE FOLLOWING HAS BEEN SPECIFICALLY AGREED :**Article 1 - Duties**

JUICYGROW entrusts ALPINE, who accepts, the non exclusive mission of consultancy comprising:

- All the activities in view of the creation of JUICYGROW AG in Switzerland.
- Hiring a team for the company and finding new premises if necessary.
- The preparation of the international strategy of JUICYGROW with its CEO.
- All the relations with Public Relations and the Press.
- Participation in international conferences of interest for JUICYGROW and negotiation of speaker's opportunities for JUICYGROW.
- Lobbying activities with Swiss and international institutions and regulators.
- Representation of JUICYGROW in specialised bodies and coalitions.
- The responsibility of Director of the Board of JUICYGROW, if required.
- The preparation of the General Assembly with the relevant services providers.
- The supervision of the drafting all legal opinions and submissions to Swiss and international regulators.
- Setting up of branches abroad according to the decision of the shareholders;
- Setting up of a Pharmaceutical Fund in the appropriated jurisdiction;
- Coordination with all the local international law firms as regards the discussions on local and regional regulations;
- Drafting of KYC documents and other type of agreements;
- The daily management of the organisation.

Article 2 - Duration

The present agreement is made for an indefinite period of time, starting on 1st November 2020.

Article 3 - Responsibility

ALPINE will be responsible vis à vis JUICYGROW for all its acts in the framework of its duties and of the other tasks which will be entrusted to it.

Article 4 - Commitments of ALPINE

ALPINE commits itself to diligently take care of JUICYGROW's interests, mainly by devoting its best efforts to the accomplishment of the here above duties.

Article 5 - Commitments of JUICYGROW

JUICYGROW shall provide ALPINE with equipment and all information necessary to adequately perform the duties under this agreement.

Article 6 - Fees & Costs

In compensation for its duties, a minimum monthly fee of 200,000 EUR plus VAT if applicable, will be invoiced every month by ALPINE from 1st November 2020. Alternatively an hourly fee of 850 € may be applied. This monthly fee constitutes the total monthly budget to cover the operating expenses of ALPINE

The monthly fee may be renegotiated by ALPINE after a period of 1 years.

JUICYGROW will provide an office space, if needed. All the charges connected to the use of such space (telephone, fax, Internet, etc.) will be paid by JUICYGROW.

Article 7 - Non exclusivity

ALPINE shall remain free to exercise any other activities in the understanding.

Should ALPINE exercise other activities, it shall in no way affect the availability or the quality of the duties of ALPINE.

Article 8 - Termination of the consulting agreement

Present consulting agreement can be terminated as follows :

a) **Termination by common consent :**

The parties may by common consent terminate the present agreement at any time.

The termination agreement must be made in writing at the time of termination.

b) **Termination by notifying a notice :**

In the absence of an agreement each of the parties shall have the right to terminate it subject to a prior notice period of 6 months.

The termination should be notified by registered mail and shall be effective on the 3rd working day following the date of its sending.

c) **Termination with immediate effect :**

This agreement may be also terminated with immediate effect by written notice given by one party to the other if an effective resolution shall be passed for the

winding up of the other party (other than for the purposes of reconstruction or amalgamation) or a "curateur" or "liquidateur" is appointed ;

Article 9 - Confidentiality

As well during the course of this agreement as after its termination, ALPINE shall refrain from divulging to a competitor or any person the business secrets of JUICYGROW.

Article 10 - General provisions

1. **Nullity:**

Any clauses in this agreement which infringe a legal or statutory public or mandatory provision shall be deemed null and void, without such nullity affecting the validity of the agreement as a whole.

On the contrary, the parties shall strive to replace the nullified provision with a provision that has an equivalent economic effect.

2. **Notification:**

Any notifications required for the purposes of the present deed shall be considered as sufficient if they are made by fax, ordinary mail or e-mail, with the exception of registered letters expressly mentioned in this agreement, to the addresses indicated at the beginning of this agreement, or to any other address which either of the parties may designate by written notification.

3. **Entirety of the agreement:**

The parties acknowledge that this agreement represents the entirety of their accords concerning this subject and replaces, annuls and takes precedence over any prior commitment or declaration of whatsoever nature, verbal or written, which they may have concluded or communicated to each other and which have an identical or similar aim to that of this agreement.

4. **Applicable law and competent court:**

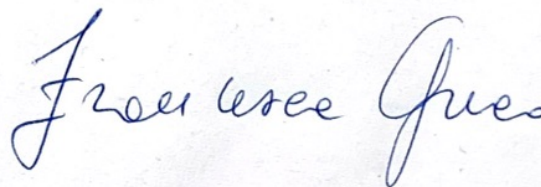
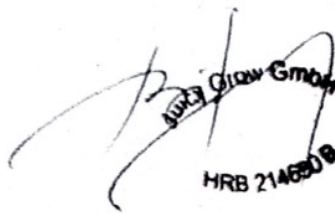
This agreement and its sequels are governed by Swiss law.

It is formally agreed that the courts of Zurich/Zug shall have sole jurisdiction to hear and determine any disputes that may arise between the parties concerning the interpretation or execution of this agreement.

Drawn up in Zug, on November 1st 2020 in two original copies, which each party acknowledging having received its copy.

For JUICYGROW.

Mr Viktor Bitner, CEP



For ALPINE.

Mrs Francesca Greco, President