

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Document") made as of this 2ND day of October, 2020 (the "Execution Date"), CR

BETWEEN:

HESTIA INSIGHT INC. of 400 S. 4TH STREET ,SUITE 500,LAS VEGAS ,NV 89101, and
NOETHER SCIENCES and TECHNOLOGIES INC. of NEVADA 89101 ly
CR

(individually the "Partner" and collectively the "Partners")

BACKGROUND:

- A. The Partners wish to associate themselves in business as a partnership.
- B. A period of negotiation and exchange of information is needed in order to finalize terms.

This Document will establish the basic terms to be included in a future partnership agreement ("the Partnership Agreement") between the Partners. The terms contained in this Document are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

Non-Binding

1. This Document does not create a binding agreement between the Partners and will not be enforceable. Only the future partnership agreement, duly executed by the Partners, will be enforceable. The terms and conditions of any future partnership agreement will supersede any terms and conditions contained in this Document. The Partners are not prevented from entering into negotiations with other third parties with regard to the subject matter of this Document.

Formation

2. By this Document the Partners signal their intention to enter into a general partnership (the "Partnership") in accordance with the laws of the State of Nevada subject to negotiation of the terms of a partnership agreement. The rights and obligations of the Partners will be as as stated in the applicable legislation of the State of Nevada (the "Act") except as otherwise provided in the future partnership agreement.
3. The firm name of the Partnership will be: HSTA HEALTH. HSTA will manage technology transfer and commercialization for the application of tech in the health clinic. NOETHER

Sciences and Technologies Inc will provide the Technologies to the partnership clinic(s). Both partners will share the benefit of Technologies, Sales and Marketing management from the project investment. The principal office of the business of the Partnership will be located at T.B.A. or such other place as the Partners may from time to time designate.

4. The purpose of the Partnership will set up Neurological Therapy Center for anxiety and depression first. It might develop more indications to clinic if it will work well in the future. *ls*

Closing Date

5. The partnership agreement will be completed on or about the 08th day of April, 2020 (the "Closing Date"). All obligations as indicated in any future agreement will be completed and met by the Closing Date. *as*

Representations

6. The Partners each represent and warrant that the qualifications, skills and experience which they will each bring to the Partnership are truly and accurately reflected in any descriptions of the same given to any of the other Partners. The Partners further represent and warrant that they are each in a position to make any agreed capital contribution to the Partnership on, or in advance of, the Closing Date. If the representations of one of more of the Partners are untrue upon the Closing Date, then any remaining Partners may terminate the partnership agreement without penalty. *cb*

Additional Terms

7. 180 days for due diligence ,details of agreement is subject to discussed upon final agreement .

This Document accurately reflects the understanding between the Partners, signed on this 2ND day of October, 2020.

Per: *[Signature]* (Seal)

HESTIA INSIGHT INC. (Partner)

Edward C. Lee

C.E.O.

10/1/2020

Per: *[Signature]* (Seal)

NOETHER SCIENCES and TECHNOLOGIES INC. (Partner)

COXMAN HO

FOUNDER

10/02/2020

Memorandum of Understanding

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