

SUPPLEMENTAL INFORMATION AND DISCLOSURE STATEMENT

Panacea Life Sciences Holdings, Inc.

A Nevada Corporation

Trading Symbol: PLSH

OTCID Supplemental Disclosure

- **Entry into or termination of a material definitive agreement or material agreement not made in the ordinary course of business**
- **Creation of a direct financial obligation or an obligation under an off-balance sheet arrangement of an issuer**

On November 17, 2025, Panacea Life Sciences Holdings, Inc. (the “Company”) entered into four separate agreements (each an “Agreement” and collectively the “Agreements”) related to the formation of Benivita PLSH, LLC a Company formed for the purposed of a business venture and collaboration between Benivita, Inc.

The four agreements are attached hereto, and include the following:

- *Limited Liability Operating Agreement of Benivita PLSH, LLC, a Nevada Limited-Liability Company by and among Benivita PLSH, LLC and Panacea Life Sciences Holdings, Inc.*
- *Collaboration Agreement by and among Panacea Life Sciences Holdings, Inc., Benivita, Inc., Benivita PLSH and Leslie Buttorff*
- *Back-to-Back Operating and Revenue Sharing Agreement by and Benivita, Inc. and Benivita PLSH, LLC*

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This disclosure statement contains certain forward-looking statements that are subject to various risks and uncertainties. Forward-looking statements are generally identifiable by use of forward-looking terminology such as “may,” “will,” “should,” “potential,” “plan,” “intend,” “expect,” “outlook,” “seek,” “anticipate,” “estimate,” “approximately,” “believe,” “could,” “project,” “predict,” or other similar words or expressions. Forward-looking statements are based on certain assumptions, discuss future expectations, describe future plans and strategies, or state other forward-looking information. Our ability to predict future events, actions, plans or strategies is inherently uncertain. Although we believe that the expectations reflected in our forward-looking

statements are based on reasonable assumptions, actual outcomes could differ materially from those set forth or anticipated in our forward-looking statements. Readers are cautioned not to place undue reliance on any of these forward-looking statements, which reflect our views as of the date of this disclosure statement. Furthermore, except as required by law, we are under no duty to, and do not intend to, update any of our forward-looking statements after the date of this disclosure statement, whether as a result of new information, future events or otherwise.

ISSUER CERTIFICATION

Principal Executive Officer:

I, Leslie Buttorff certify that:

1. I have reviewed this supplemental disclosure statement of Panacea Life Sciences Holdings, Inc.;
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Date: November 21, 2025

Signature: */s/ Leslie Buttorff*

Name: Leslie Buttorff

Title: CEO

**LIMITED LIABILITY OPERATING AGREEMENT
OF BENIVITA PLSH, LLC
A NEVADA LIMITED-LIABILITY COMPANY**

**Article I.
Formation and Purpose**

- 1.01 **Formation.** This Limited Liability Company Operating Agreement (this “**Agreement**”) of Benivita PLSH, LLC, a Nevada limited-liability company (the “**Company**”), is entered into as of November 17, 2025 by Panacea Life Sciences Holdings, Inc., a Colorado corporation (“**Panacea**” or the “**Member**”), as the sole member of the Company. The Company has been organized pursuant to and in accordance with the Nevada Revised Statutes, Chapter 86 (as amended, the “**Act**”).
- 1.02 **Name and Principal Office.** The name of the Company is **Benivita PLSH, LLC**. The principal office shall be located at such place within or outside the State of Nevada as the Member may designate from time to time. The registered office and registered agent of the Company in Nevada shall be as set forth in the Company’s Articles of Organization and may be changed by the Member without amendment to this Agreement.
- 1.03 **Purpose.** The purpose of the Company is to engage in any lawful act or activity for which a limited-liability company may be organized under the Act, including, without limitation, the operation of one or more businesses in the health, wellness, and life-sciences sectors and any lawful activities incidental or ancillary thereto.

**Article II.
Sole Member and Capitalization**

- 2.01 **Sole Member.** Panacea Life Sciences Holdings, Inc. shall be the sole member of the Company and shall own one hundred percent (100%) of the membership interests.
- 2.02 **Capital Contributions.** The Member has contributed such capital as is reflected in the Company’s books and records. No additional capital contribution shall be required unless the Member elects otherwise in writing.
- 2.03 **Distributions.** Distributions of cash or other property shall be made to the Member at such times and in such amounts as the Member may determine, subject to the limitations of the Act and this Subsection 2.03. It is expressly understood and agreed that the Company shall make no distributions of cash to Member unless and until BeniVita, Inc. has received the 125,000,000 shares of Panacea as described in Subsection 2.2(a) of the Collaboration Agreement between Panacea, Company, BeniVita, Inc., and Leslie Buttorff. This limitation will expire after five years or in the event of a liquidation or sale of Company. This does not apply to expenses required by the holding company for taxes, OTC fees, etc.

**Article III.
Management and Authority**

- 3.01 **Management.** The Company shall be managed by its duly appointed officers under the direction and supervision of the Member, which retains ultimate authority over all matters of Company governance and policy.

- 3.02 **Designation of Co-Chief Executive Officers.** The Member hereby appoints Jessica Guzman as Co-Chief Executive Officer of the Company (collectively, the “Co-CEO”). The Co-CEO shall have responsibility for the day-to-day management and operation of the Company and may each act on behalf of the Company in the ordinary course of business, subject to the limitations of Section 3.04. The second Co-CEO is to be named.
- 3.03 **Authority of the Co-CEOs.** Subject to Section 3.04, the Co-CEOs are authorized to exercise all powers customary or necessary for the management and conduct of the Company’s business, including the authority to open and maintain bank and investment accounts in the Company’s name, to execute and deliver contracts and instruments in the ordinary course of business, to hire and discharge employees and agents, and to make expenditures in furtherance of the Company’s operations.
- 3.04 **Actions Requiring Approval of the Panacea Board.** Notwithstanding any other provision of this Agreement, the Co-CEOs and any other officer or agent of the Company shall not cause or permit the Company to take, or commit to take, any of the following actions without the prior written approval of the Board of Directors of Panacea:
- (a) incurring, guaranteeing, refinancing, or repaying any indebtedness, other than trade payables incurred in the ordinary course of business consistent with past practice;
 - (b) issuing, selling, pledging, or otherwise disposing of any equity or equity-linked interest in the Company;
 - (c) making any material capital expenditure, which for purposes of this Agreement shall mean any individual or related series of expenditures exceeding such threshold as may be established by written resolution of the Member; or
 - (d) selling, leasing, licensing (other than in the ordinary course of business), exchanging, or otherwise disposing of any material portion of the business or assets of the Company.
- 3.05 **Books and Records; Financial Reporting.** The Company shall maintain complete and accurate books and records of account in accordance with U.S. generally accepted accounting principles. The Company shall prepare and deliver to the Member (i) unaudited quarterly financial statements within forty-five (45) days after the end of each fiscal quarter, and (ii) audited annual financial statements within ninety (90) days after the end of each fiscal year.

Article IV. Indemnification

- 4.01 **Indemnification.** To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each of its officers, employees, and agents, including the Co-CEOs, against any and all losses, liabilities, damages, and expenses (including reasonable attorneys’ fees) arising out of acts or omissions performed in good faith on behalf of the Company, except to the extent resulting from such person’s gross negligence, fraud, or willful misconduct.

**Article V.
Miscellaneous**

- 5.01 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict-of-law principles.
- 5.02 **Amendments.** This Agreement may be amended or modified only by a written instrument executed by the Member.
- 5.03 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 5.04 **Entire Agreement.** This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral.

IN WITNESS WHEREOF, the undersigned, being the sole member of Benivita PLSH, LLC, a Nevada limited-liability company, has caused this Operating Agreement to be executed as of the date first written above.

PANACEA LIFE SCIENCES HOLDINGS, INC.
a Nevada corporation

By: _____
Name: Leslie Buttorff
Title: Chief Executive Officer
Date: November 21, 2025

COLLABORATION AGREEMENT

This Collaboration Agreement (this “**Agreement**”) is entered into as of November 17, 2025 by and among Panacea Life Sciences Holdings, Inc., a Colorado corporation (“**PLSH**”); Benivita, Inc., a California corporation (“**Benivita**”); Benivita PLSH, LLC, a Nevada limited-liability company (“**Benivita PLSH**”); and Leslie Buttorff, an individual (“**Leslie**,” and together with PLSH, Benivita, and Benivita PLSH, the “**Parties**”), in connection with and in consideration of (a) the execution by Benivita and Benivita PLSH of that certain Back-to-Back Operating and Revenue Sharing Agreement dated as of November 17, 2025, and (b) the Parties’ mutual intent to facilitate the operation, capitalization, and future integration of Benivita PLSH with PLSH and its affiliates.

1. Cash Funding Commitments

- 1.1. **Initial Payment.** PLSH has paid to Benivita, within two (2) business days after execution of the Letter of Intent between the Parties, the sum of Twenty-Five Thousand Dollars (\$25,000.00) as an initial advance.
- 1.2. **Additional Operating Capital.** Upon the execution and delivery of this Agreement, and as a condition precedent to its effectiveness, PLSH shall provide to Benivita PLSH an additional Seventy-Five Thousand Dollars (\$75,000.00) in operating capital. Such funds shall be used exclusively for startup operating expenses, payments under the Underlying Agreements, and working capital for Benivita PLSH.
- 1.3. **Funding Mechanics.** All payments under this Section 1 shall be made by wire transfer of immediately available funds to such account or accounts as designated in writing by Benivita or Benivita PLSH, as applicable.

2. Equity Issuances and Awards

- 2.1. **Closing Issuance.** In connection with the execution and delivery of this Agreement, PLSH shall execute a Stock Issuance Agreement substantially in the form attached hereto as **Exhibit A** (an “**Issuance Agreement**”), pursuant to which PLSH shall issue to Benivita Sixteen Million (16,000,000) shares of PLSH restricted common stock (the “**Initial Shares**”). The Initial Shares shall be subject to all applicable securities law restrictions, legends, and PLSH’s transfer and insider trading policies.
- 2.2. **EBITDA-Based Additional Awards.**
 - a. **Performance Formula.** In addition to the Initial Shares, PLSH shall issue to Benivita additional shares of PLSH common stock on a one-for-one (1:1) basis for each U.S. dollar (\$1.00) of cumulative EBITDA generated by Benivita PLSH after the Closing, up to an aggregate cap of One Hundred Twenty-Five Million (125,000,000) additional shares.
 - b. **Definition of EBITDA.** “**EBITDA**” means the earnings of Benivita PLSH before interest, taxes, depreciation, and amortization, determined in accordance with U.S. GAAP and PLSH’s accounting policies consistently applied, excluding extraordinary, non-recurring items as mutually agreed in the definitive documentation.

- c. **Cumulative Measurement.** EBITDA shall be measured cumulatively from the Closing Date.
- d. **Quarterly True-Up.** Within thirty (30) days after PLSH files its quarterly financial statements with the OTC Markets or the SEC, PLSH shall calculate cumulative EBITDA and execute an Issuance Agreement pursuant to which PLSH shall issue to Benivita such number of PLSH shares equal to cumulative EBITDA (in U.S. dollars) in excess of \$1.00, less any amounts previously used for share issuance, subject to the aggregate cap.
- e. **Compliance.** All issuances shall comply with applicable securities laws, including Regulation D, and may bear restrictive legends and be subject to PLSH's insider trading and transfer policies.

3. Board Representation

- 3.1. **Designation Right.** Benivita shall have the right, initially, to designate one (1) director (the "**Benivita Designee**") to the Board of Directors of PLSH as well as MLM attorney, subject to customary vetting, independence, and committee-qualification requirements under applicable law and exchange rules. Benivita can also designate one (1) Board member to replace Larry Wert whenever he chooses to resign.
- 3.2. **Tenure and Replacement.** The Benivita Designee shall serve until the next annual meeting of shareholders, unless earlier removed for cause or resignation. Benivita may remove and replace the Benivita Designees at any time upon written notice to PLSH, subject to the same vetting and qualification requirements.

4. Interim CEO of PLSH

- 4.1. **Temporary Appointment.** It is proposed that Ian Dixon ("Dixon") will serve as the interim Chief Executive Officer of PLSH for a temporary period not to exceed one (1) year from the date of execution of the Viride Asset Purchase Agreement (the "**CEO Term**"), unless earlier removed or replaced in accordance with this clause.
- 4.2. **Removal and Replacement.** The PLSH Board of Directors may remove Dixon as CEO, with cause, at any time in its sole discretion, and may appoint a replacement in accordance with applicable corporate governance documents.
- 4.3. **BeniVita PLSH.** The chief executive officers of BeniVita PLSH shall report directly to the Board of PLSH. Dixon will have no authority over and will not exercise or have any right to provide input, direction, oversight, or operational control with respect to BeniVita PLSH or its personnel, assets, operations, strategy, or financial matters. The Company will not hold out Dixon as having any such authority, and Dixon will not represent that he has such authority.
- 4.4. **Governance Prevails.** Nothing in this clause limits the Board's fiduciary duties or authority under applicable law or the Company's charter documents. If there is any conflict between this clause and the Company's governing documents, the governing documents will control to the extent required by law.

5. Gifted Shares by Leslie Buttorff

5.1. **Gift Commitment.** Subject to Leslie's independent consent and discretion, Leslie agrees to gift Eight Hundred Thousand (800,000) unrestricted shares of PLSH common stock (the "Gifted Shares") to Benivita.

5.2. Administration and Compliance.

- a. Benivita shall be responsible for coordinating with PLSH's transfer agent to receive and allocate the Gifted Shares.
- b. All such transfers shall comply with applicable securities and tax laws.
- c. Leslie's obligation to make the gift shall be fully voluntary and subject to her independent decision-making and applicable personal and tax considerations. The Parties acknowledge that this covenant shall not delay the Closing or otherwise constitute a condition precedent to any Party's performance.

6. Representations and Warranties

6.1. **Authority.** Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

6.2. **Enforceability.** This Agreement constitutes a valid and binding obligation of each Party, enforceable in accordance with its terms.

6.3. **No Conflicts.** The execution and delivery of this Agreement and performance of the obligations contemplated herein do not and will not conflict with any other agreement or obligation of any Party.

7. Indemnification and Liability

7.1. **Mutual Indemnification.** Each Party (an "**Indemnifying Party**") shall indemnify, defend, and hold harmless each of the other Parties and their respective affiliates, officers, directors, employees, agents, successors, and assigns (each, an "**Indemnified Party**") from and against any and all claims, demands, actions, suits, damages, losses, liabilities, judgments, settlements, penalties, fines, costs, and expenses (including reasonable attorneys' fees and court costs) to the extent arising out of or resulting from:

- a. any breach by the Indemnifying Party of this Agreement or of any representation, warranty, or covenant contained herein; or
 - b. any gross negligence, willful misconduct, or bad faith of the Indemnifying Party (or its affiliates, officers, or employees) in connection with the negotiation, performance, or implementation of the transactions contemplated by this Agreement.
- 7.2. **Procedure.** If an Indemnified Party becomes aware of any claim or proceeding that may give rise to indemnification under this Section 6, it shall promptly provide written notice to the Indemnifying Party describing the claim in reasonable detail. The failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent materially prejudiced by such failure. The Indemnifying Party shall have the right, at its own expense, to assume and control the defense of such claim with counsel reasonably acceptable to the Indemnified Party, provided that the Indemnified Party may participate at its own expense and may retain separate counsel if it reasonably determines that the Indemnifying Party's interests are adverse or that separate representation is required to avoid a conflict of interest. No settlement of any claim shall be made without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed.
- 7.3. **Limitation of Liability.** Except with respect to (a) a Party's willful misconduct or gross negligence, (b) breaches of confidentiality, or (c) a Party's indemnification obligations under this Section 6, no Party shall be liable to any other Party for consequential, incidental, indirect, special, or punitive damages, including lost profits, arising out of or relating to this Agreement, whether in contract, tort, or otherwise.
- 7.4. **Survival.** The obligations set forth in this Section 6 shall survive the termination or expiration of this Agreement and shall remain in full force and effect for a period of three (3) years thereafter, except that claims asserted prior to the expiration of such period shall survive until fully resolved.

8. Termination

- 8.1. **Termination for Convenience.** No earlier than one (1) year after the Effective Date of this Agreement, either Party may terminate this Agreement for any reason or no reason by providing at least thirty (30) days' prior written notice to the other Parties.
- 8.2. **Termination Tied to the New Benefits Marketing Agreement.** Either Party may terminate this Agreement, in whole or in part, immediately upon written notice if the Marketing Agreement between New Benefits, Ltd. and Benivita, Inc. (as referenced in the Back-to-Back Operating and Revenue Sharing Agreement) is terminated or expires for any reason.
- 8.3. **Termination for Material Breach.** Any Party may terminate this Agreement upon written notice if another Party materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice describing the breach in reasonable detail. If the breach is not cured within that period, termination shall be effective immediately upon expiration of the fifteen (15)-day cure period.

8.4. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason:

- a. Each Party shall promptly return or destroy the other Parties' confidential information and property in its possession or control (except for copies retained in routine archival backups, which shall remain subject to ongoing confidentiality obligations).
- b. Benivita shall pay to Benivita PLSH any undisputed commissions, fees, or other amounts received under the Back-to-Back Agreement that were earned through the effective date of termination.
- c. Each Party shall cease all use of the other Parties' intellectual property, trade names, and proprietary materials except as reasonably necessary to wind down activities under this Agreement.
- d. Termination shall not affect the rights or obligations of any Party that, by their nature, are intended to survive termination.

9. Miscellaneous

9.1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflicts-of-law principles.

9.2. **Notices.** All notices shall be in writing and delivered personally, by recognized overnight courier, or by email to the addresses set forth for each Party in the signature blocks below (or as otherwise designated).

9.3. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral.

9.4. **Amendments.** This Agreement may be amended only by a written instrument executed by all Parties.

9.5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Collaboration Agreement as of the date first written above.

PANACEA LIFE SCIENCES HOLDINGS, INC.
a Nevada corporation

By: _____
Name: _____
Title: _____
Date: _____

BENIVITA, INC.
a California corporation

By: _____
John Guzman
Chief Executive Officer
Date: _____

BENIVITA PLSH, LLC
a Nevada limited-liability company

By: _____
Jessica Guzman
Co-Chief Executive Officer
Date: _____

LESLIE BUTTORFF

By: _____
Date: _____

EXHIBIT A

FORM OF STOCK ISSUANCE AGREEMENT

This Stock Issuance Agreement (this “**Agreement**”) is entered into as of November 17, 2025 by and between Panacea Life Sciences Holdings, Inc., a Colorado corporation (“**PLSH**”), and Benivita, Inc., a California corporation (“**Benivita**”), pursuant to that certain Collaboration Agreement dated November 17, 2025 among PLSH, Benivita, Benivita PLSH, LLC, and Leslie Buttorff (the “**Master Agreement**”). All defined terms not otherwise defined herein have the meanings given in the Master Agreement. The issuances herein constitute the stock consideration described in Article III of the Master Agreement.

1. Issuance of Shares

- 1.1. **Issuance.** As contemplated by the Master Agreement, PLSH hereby agrees to issue to Benivita (sixteen million) 16,000,000 shares of PLSH restricted common stock (the “**Shares**”).
- 1.2. **Issuance Mechanics.** The issuance of the Shares shall be effected by book-entry or restricted stock certificate registered in Benivita’s name. PLSH shall record the issuance on its stock ledger and shall deliver appropriate confirmations within ten (10) business days of issuance.
- 1.3. **Legends and Transfer Restrictions.** The Shares issued hereunder will be “restricted securities” under the Securities Act of 1933, as amended, and will bear substantially the following legend:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM.”
- 1.4. **Private-Placement Status.** The Parties intend that the issuances hereunder constitute transactions exempt from registration under Section 4(a)(2) and/or Rule 506 of Regulation D under the Securities Act. Benivita represents and warrants that it: (i) is an “accredited investor” as defined in Rule 501(a); (ii) is acquiring the securities for its own account for investment and not with a view to resale or distribution; (iii) understands that the securities are subject to restrictions on transfer and resale; and (iv) has been given access to such information as it has requested concerning PLSH and its business and has had the opportunity to ask questions and receive answers from PLSH’s management.

2. Miscellaneous

- 2.1. **Governing Law.** This Agreement shall be governed by the laws of the State of Nevada.
- 2.2. **Entire Agreement.** This Agreement and the Master Agreement constitute the entire agreement of the parties with respect to the issuances described herein.

2.3. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Stock Issuance Agreement as of the date first above written.

PANACEA LIFE SCIENCES HOLDINGS, INC.

BENIVITA, INC.

By: _____

By:

Name: _____

Name:

Title: _____

Title:

Date: _____

Date:

BACK-TO-BACK OPERATING AND REVENUE SHARING AGREEMENT

This Back-to-Back Operating and Revenue Sharing Agreement (this “**Agreement**”) is entered into as of November 17, 2025, by and between Benivita, Inc., a California corporation (“**Benivita, Inc.**”), and Benivita PLSH, LLC, a Nevada limited-liability company (“**Benivita PLSH**”), in order to align their respective rights and obligations under certain commercial agreements executed by Benivita, Inc., including, without limitation: (a) that certain Marketing Agreement between New Benefits, Ltd. (“**NB**”) and Benivita, Inc., dated July 1, 2025, together with all addenda and exhibits thereto (the “**NB Agreement**”); and (b) that certain Freedom License and Services Agreement between ByDesign Technologies, LLC (“**ByDesign**”) and Benivita, Inc., dated September 19, 2025 (the “**ByDesign Agreement**” and, together with the NB Agreement, the “**Underlying Agreements**”).

1. Performance of Obligations

- 1.1. Operations. Benivita, Inc. will perform all of the operational, administrative, and commercial obligations of the Underlying Agreements, including, without limitation, those relating to marketing, fulfillment, technology integration, and customer servicing.
- 1.2. Deemed Status. For all operational and performance purposes under the Underlying Agreements, the parties agree that Benivita PLSH shall act as if it were Benivita, Inc. Wherever Benivita, Inc. is identified as the “Marketer,” “Company,” or equivalent contracting party in the Underlying Agreements, Benivita PLSH shall be entitled and obligated to act in such capacity, subject to the consent of the applicable counterparties where required.
- 1.3. Continuing Liability. Nothing in this Agreement shall be construed to relieve Benivita, Inc. of its contractual obligations under the Underlying Agreements. Benivita PLSH shall indemnify and hold Benivita, Inc. harmless from and against any losses or liabilities arising from Benivita PLSH’s acts or omissions in the performance of such obligations.

2. Consents.

- 2.1. The Parties acknowledge that certain counterparties to the Underlying Agreements must consent to the delegation and operational substitution contemplated by this Agreement, therefore and accordingly:
 - a. NB Consent. Pursuant to the provisions of the Marketing Agreement between NB and Benivita, Inc., NB’s prior written consent is required for any subcontracting or delegation of marketing, fulfillment, or related operational duties. Benivita, Inc. shall obtain NB’s written consent permitting Benivita PLSH to perform all such functions as if it were Benivita, Inc.
 - b. ByDesign Consent. Under Section 4(d) of the Freedom License and Services Agreement, ByDesign’s written consent is required for any sublicense of the software license. Benivita, Inc. shall obtain ByDesign’s written consent authorizing Benivita PLSH to access, use, and operate the Freedom Platform

and related tools under Benivita's account.

- c. Other Required Consents. If any other vendor, licensor, or contracting party under the Underlying Agreements or any amendment thereto reasonably requires consent to recognize Benivita PLSH as the performing entity, Benivita, Inc. shall likewise obtain such consent promptly after execution of this Agreement.

3. Revenue Sharing

- 3.1. Revenue Allocation. In consideration for Benivita, Inc. permitting Benivita PLSH to operate under the Underlying Agreements, Benivita PLSH shall pay to Benivita, Inc. an amount equal to forty-nine percent (49%) of the Company's "Net Revenue," as defined below.
- 3.2. Definition of Net Revenue. For purposes of this Agreement, "Net Revenue" shall mean all gross receipts of Benivita PLSH derived from operations conducted under or relating to the Underlying Agreements, net of: (a) operating expenses actually incurred in the ordinary course of business; including sales commissions to representatives; (b) taxes payable by Benivita PLSH; (c) scheduled payments of principal and interest on indebtedness incurred for business purposes; (d) capital expenditures; and (e) reasonable reserves established for contingencies and working capital, as determined in accordance with U.S. GAAP and consistent with past practice.
- 3.3. Timing of Payments. Payments under Section 3.1 shall be calculated and paid quarterly, within forty-five (45) days after the end of each fiscal quarter, together with a statement of revenues, expenses, and supporting detail reasonably sufficient to demonstrate the calculation of Net Revenue.
- 3.4. Audit Rights. Benivita, Inc. shall have the right, at its own expense, upon reasonable notice and during normal business hours, to inspect the books and records of Benivita PLSH relating to the calculation of Net Revenue, no more than once per fiscal year.

4. Cooperation and Information Sharing

- 4.1. Reporting and Transparency. Benivita PLSH shall maintain full and accurate records of all transactions, contracts, and financial results relating to the Underlying Agreements and shall provide Benivita, Inc. with quarterly financial and operational reports in a form reasonably satisfactory to Benivita, Inc.
- 4.2. Coordination with Counterparties. Benivita PLSH shall keep Benivita, Inc. reasonably informed of any material communications with NB, ByDesign, or any other counterparties to the Underlying Agreements.

5. Term and Termination

- 5.1. Term. This Agreement shall commence as of the Effective Date and shall continue for so long as any of the Underlying Agreements remain in effect, unless earlier terminated in accordance with this Article.

5.2. Termination for Cause. Either party may terminate this Agreement upon thirty (30) days' written notice if the other party materially breaches any provision hereof and fails to cure such breach within such period. of Termination. Upon termination, Benivita PLSH shall promptly remit to Benivita, Inc. all amounts due through the effective date of termination. Thereafter, Benivita PLSH shall cease representing itself as an authorized operator under the Underlying Agreements.

6. Miscellaneous

6.1. Independent Contractors. The parties are independent entities and shall not be deemed partners, joint venturers, or agents of one another.

6.2. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other, except that either party may assign this Agreement to a successor in connection with a merger or sale of substantially all assets.

6.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflicts-of-law principles.

6.4. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior agreements or understandings, whether written or oral.

6.5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Back-to-Back Operating and Revenue Sharing Agreement as of the date first written above.

BENIVITA, INC.
a California corporation

BENIVITA PLSH, LLC
a Nevada limited-liability company

By: _____
John Guzman
Chief Executive Officer
Date: _____

By: _____
Kevin Grimes
Attorney
Date: _____