

备忘录

MEMORANDUM OF UNDERSTANDING

此合作备忘录自 2017 年 07 月 03 日签署并生效

THIS MEMORANDUM OF UNDERSTANDING (THE "MOU" HEREINAFTER) is executed and entered into as of this July day of 3th, 2017,

双方约定

BY AND BETWEEN;

PODWERKS, INC. (以下简称“甲方”), 是一家 PODWERKS, INC., 注册地址为: 3105 NW 107TH AVE. SUITE 400 DORAL, FLORIDA 33018 USA 授权署人为 FRANJOSE YGLESIAS CHAIRMAN and MATTHEW ARNETT SECRETARY OF THE BOARD OF DIRECTORS, 联系电话: 844-420-4203 邮箱地址: [FRANK@PODWERKS.COM] 代表甲方负责本备忘录的签署、执行以及相关法律事务。

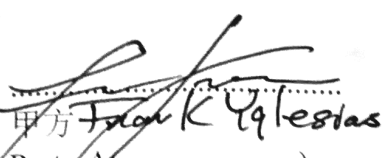
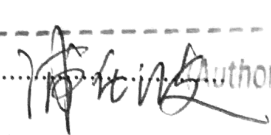
PODWERKS, INC. (the "Party A" hereinafter), a FLORIDA CORPORATION with its registered office at 3105 NW 107TH AVE. SUITE 400 DORAL, FLORIDA 33018 USA through its authorized signatories, FRANJOSE YGLESIAS CHAIRMAN and MATTHEW ARNETT SECRETARY OF THE BOARD OF DIRECTORS Tel:[844-420-4203], Email: [FRANK@PODWERKS.COM], who shall be deemed to be responsible for the execution, performance and related legal matters of this MOU.;

和

AND

云南工业大麻股份有限公司(以下简称“乙方”), 是一家依据中国法成立并有效存续的有限公司, 专业从事工业大麻研究、育种、繁种、种植、加工、市场销售和进出口业务, 注册地址为昆明高新技术开发区科技路 555 号昊邦大厦 8 楼 803, 授权签署人为 CEO 浦仕波和总经理所跃刚, 联系电话: _86-87168959587 邮箱地址: _SUOYUEGANG@CNHEMP.COM 代表乙方负责本备忘录的签署、执行以及相关法律事务。Yunnan Industrial Hemp INC (the "Party B" hereinafter), a Company incorporated and validly existing under the Laws of P.R.China, specializes in the development, research ,breeding, propagation, planting, industrial production, marketing, import and export businesses of industrial hemp, with its registered office at Room 803,8th floor,building Haopy, No.555 Keji Road,High-Tech Economic zone District,Kunming,Yunnan,China.through its authorized signatories Mr. Pu Shibo, CEO and Mr.Suo Yuegang, General Manager, Tel:[86-87168959587],

Yunnan Industrial Hemp Inc.

 甲方 <u>Frank Yglesias</u> Party A ()	 乙方 <u>浦仕波</u> Party B ()
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Email:[suoyuegang@cnhemp.com],who shall be deemed to be responsible for the execution, performance and related legal matters of this MOU.

前言

RECITALS

A. 鉴于，甲、乙双方愿建立合作伙伴关系，共同就工业大麻开发产品，开拓市场，创立新品牌。同时，双方共同商定工业大麻相关产品的国际市场、价格以及将来可实现的一切可能。甲乙双方将在达成互利互惠的商务合作关系协议期间共同开发、分享以及转让相关技术及知识。（以下简称“项目”）。

A. WHEREAS, Party A and Party B desire to collaborate with each other in order to embark upon a business venture and for this reason, we wish to explore the possibility of establishing joint partnership, pertaining to the creation, marketing, branding and sales of industrial hemp related products. Together Party A and Party B for the related **industrial hemp products shall determine the international markets, feasibility and prices. Both parties will develop, share and transfer technological and scientific knowledge during this mutual agreement for the mutual benefit.** (hereinafter referred to as the "Project").

B. 合作双方均认同该合作备忘录根本目的如下：

i. 双方就该项目建立共赢商务合作关系；

ii. 合作协议前提是甲方具有项目必要生产经验以及工业大麻相关技术人才，乙方具备向项目提供原材料的能力，双方均应基于此共同推进本项目；

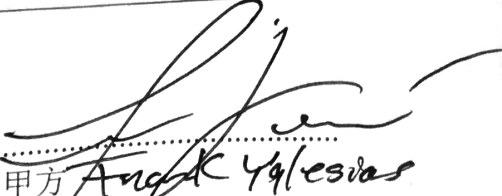
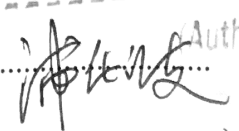
iii. 双方在互利互惠的基础上达成共识，甲方的服务需向整个项目提供具有符合市场规律的前瞻性战略。同样，乙方应向甲方提供符合战略规划的种植、产品以及相应生产能力。

B. Party A and Party B acknowledge that this MOU is essentially envisaged for:

i. Entering into a mutually beneficial business relationship for the purposes of the Project;

ii. The essence of MOU being that Party A has the requisite operational experience and is bringing in **Hemp industrial expertise** to the project, whereas Party B represents that it has suitable experience and the ability to supply the required raw materials in the **Hemp industry**, and the parties have thus decided to move forth with the project based on a synergy of the same.

iii. That both Parties have mutually come to an understanding that the services of Party A would be required and would provide a strategic edge to the entire project bringing them to the forefront of their market, and the same shall be provided by Party B by providing Party A with a strategic edge in cultivation, production and manufacturing.

 甲方 <u>Angela Yglesias</u> Party A ()	 乙方 <u>Yunnan Industrial Hemp Inc.</u> Party B ()
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1. 定义

除非内容有其他要求，本备忘录：

“备忘录”是指关于此次合作的备忘录协议、附件及任何补充协议。

“双方”是指备忘录双方，且一方指其中任何一方。

“项目”是指涉及供应符合国际市场价格的工业大麻油、脱壳大麻仁、CBD及其他相关产品，在满足双方约定的条件下，向甲方转让相关技术及知识，甲方需按国际市场价格向乙方支付相关费用，双方同意在此基础上建立互利互惠的商务合作关系。

“生效日期”是指本备忘录的签署日期。

“有效期”是指本备忘录签署之日起后的6个月。

“保密信息”是指[该备忘录签订后新协议签订前所有涉及双方共同商讨、开发的信息，知识产权以及本备忘录之内容]。

1. DEFINITIONS

Unless otherwise requires, the following items mean for purposes of this MOU:

“Memorandum of Understanding” means this Agreement together with any schedules or annexures and any amendments made in accordance with this Collaboration.

“Parties” means the parties to this MOU and Party means either one of them.

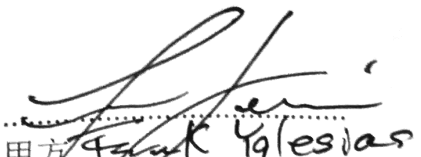
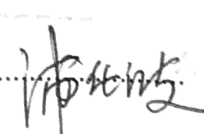
“Project” means the project involving supply of Hemp Oil, Hulled hemp seeds and CBD material or products at determined international market prices and transfer of technological/scientific knowledge under certain condition, on which the Parties have collaborated under the terms of this agreement, wherein Party B shall supply the requisite materials and Party A undertakes to pay for the same at the determined international market prices.

“Effective Date” means the execution date of this MOU.

“Period of Validity” means the period starting from the execution date, and 6 months after.

“Confidential Information” means [All developed information, intellectual property and related content ingratiating to this MOU from the execution of the document until a new cooperation agreement supersedes this document].

2. 核心条款

 甲方 <u>Frank Iglesias</u> Party A ()	 乙方 <u>李伟</u> Party B ()
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Yunnan Industrial Hemp Inc

经双方协商一致达成如下核心条款：

(a) 乙方应向甲方供应约定的国际市场价格的工业大麻相关产品。在满足双方约定的条件下，乙方向甲方转让相关技术及知识；

(b) 乙方向甲方供应工业大麻原材料后，所制造工业大麻相关产品所有权51%为产品销售主体市场的一方所有，另一方相应享有49%所有权

(c) 双方商定就工业大麻相关产品的开发、市场开拓以及创建品牌共同投资、并根据双方协议核定之所有权结构分享利润。

(d) 甲乙双方在具体协议中确定共同开发的产品、研究及成果应用除在指定国际市场外，不具有排他性，指定市场为美国、英国和加拿大，合作期限最低为5年。

(e) 自双方合作协议签署后，双方共同开发产品及研究成果的知识产权将根据此合作框架下签订的具体合作协议所明确的产品销售市场而最终确定拥有比例。

(f) 此备忘录有效期为6个月，双方应在本备忘录有效期届满前签署正式合作协议，否则，本备忘录期限届满失效。双方签署的任何协议均需遵守备忘录的相关条款。

(g) 双方合作应遵守诚实信用原则。双方承诺不存在隐瞒影响任何一方的重大事实的情形。

2. ESSENTIAL TERMS OF THE DEED

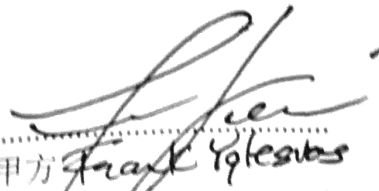

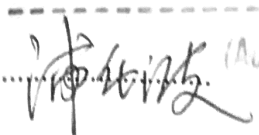
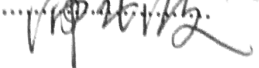
The Parties after negotiation and due deliberation have mutually agreed upon the following terms and conditions to be the essential terms:

(a) That party A is involved in Manufacturing of Hemp Products and Party B represents that it has the capacity to supply hemp related products at determined international market prices and has further undertaken that it shall transfer Party A under certain condition with technological and scientific knowledge.

(b) That the raw material and expertise provided by Party B will be used to create **certain Hemp related products** and that the ownership of the same shall belong be jointly registered in determined international markets and owned 51% by one of the Party and 49% by another Party

(c) That under the terms of this MOU it is agreed that both parties shall invest in the creation, branding and marketing of all newly developed **hemp related products** and Shall jointly share in the profits of all product sales to said international markets as mutually agreed upon by the parties based on the ownership structure to be set forth in the joint cooperation agreement;

Yunnan Industrial Hemp Inc.

 甲方  Party A ()	 乙方  Party B ()
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(d) All jointly created products, research and gains shall be exclusive to the partnership in the determined international markets as layout in the cooperation agreement. The exclusivity of the partnership for determined international markets mainly the United states of America, Canada and England shall be indicate in a definitive cooperation agreement with a minimum expectation of five years. .

(e) Here after all Intellectual Property jointly created by both parties will become the Intellectual Property of both parties with ownership based on the registration of each product in each market and the determined framework set forth in the cooperation agreement.

(f) That period of validity of this MOU is 6 months, and both the parties shall enter into a joint partnership agreement before the expiration date, otherwise, this MOU expires after the Period of validity. Any agreement to be executed between the parties shall bear a close resemblance to the terms of this MOU.

(g) The parties shall comply with the principles of good faith and mutual benefit. The Parties acknowledge that there will be no withholding of material facts which may prejudicial to either party.

3. 保密

3.1 双方可相互交换与本项目相关的保密信息。

3.2 一方从对方获得的信息应视为保密信息，任何一方非经对方之前书面同意，不得向任何人泄漏该保密信息。

3.3 一方应采取合理方法，保管拥有的保密信息，防止无授权的第三方接近和使用该保密信息。

3. CONFIDENTIALITY

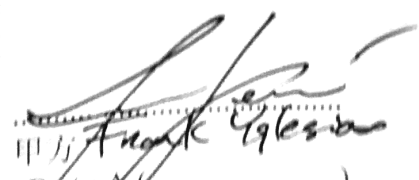
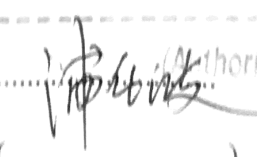
3.1. The Parties may exchange Confidential Information relevant to the proposed Project.

3.2. Each Party undertakes to treat as confidential all Confidential Information obtained from the other Party and undertakes not to divulge any Confidential Information to any person without obtaining the prior consent of the other Party in writing.

3.3. Each Party will take such reasonable ways to provide for the safe custody of any and all Confidential Information in its possession and to prevent unauthorized access thereto or use thereof.

4. 终止及修改

Yunnan Industrial Hemp Inc.

 甲方 (Party A)	 乙方 (Party B)
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4.1 本备忘录非经双方书面同意不得修改。终止本备忘录，一方应书面通知对方，对方书面同意的日期为本备忘录终止日期。

4.2 终止本备忘录前，双方应结清所有账务，完成进行中的交易，履行所有本备忘录中的责任和义务，双方债务一次性付清或分期付清，或经双方商议决定。

4. TERMINATION AND AMENDMENT

4.1 This MOU may only be amended by agreement in writing between the Parties. With an option to both parties to terminate the same subject to a written notice in advance sent to the other party, and the termination date shall be the date of written consent of the other party.

4.2 That in case of the termination of this MOU, the parties must pay off any and all debts, perform all pending transactions, discharge all liabilities with regard to the transaction envisaged by this MOU. That any amount that is owed by one Party to the other may be paid off in a lump sum, or in installments, the same may be decided between the parties by mutual discussion and agreement.

5. 总则

5.1 法律约束力。本备忘录自签署之日起对双方具有同等约束力。

5.2 两份原件。备忘录一式两份，双方各执一份，具有同等法律效力。

5.3 赔偿。各方对因己方的管理人员、代理或雇员的过错造成对方损失的，在法律允许的范围内承担赔偿责任。

5.4 争议解决、适用法律。双方在此协议中出现的争议，交由仲裁中国国际经济贸易仲裁委员会_裁 决，仲裁提出的任何争议或之有关的争议将 适用中华人民共和国法律，本备忘录所适用法律应为此时（2017）有效的法律。

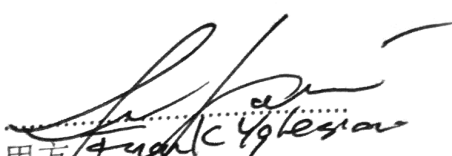
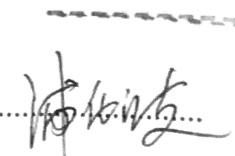
5. GENERAL

5.1. **Binding.** This MOU is equally binding upon both the parties and intend that it and any part of it be binding as of the execution date.

5.2. **Two Originals.** This Agreement will be executed as two originals, which each party retaining one set of this MOU, with the same legal force .

5.3. **Indemnity.** Each party agrees to be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees arising in any way out of this MOU to the extent permitted by law.

5.4 **Dispute Resolution, Governing Law.** That in the case of any dispute arising out of this MOU between the Parties of this MOU, it shall be decided by Arbitration as provided for under the _China International Economic and Trade Arbitration Commission. Any dispute arising out of Arbitration or related thereof shall be subject to the People's Republic of


 甲方 Party A ()	 乙方 Party B ()
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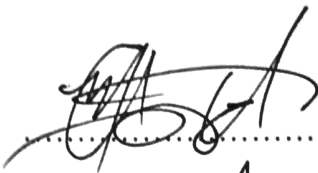
China which will have sole jurisdiction. The governing law for this MOU shall be the law of the People's Republic of China 2017 in force at the time.

EXECUTED BY THE PARTIES

SIGNED

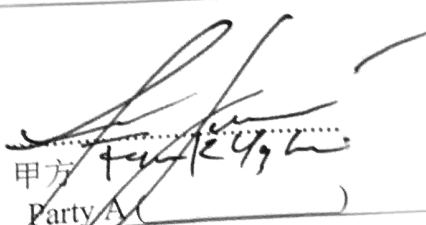
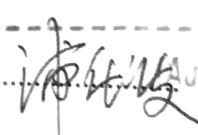
For and on behalf of


Signature of Witness


Signature (Mr. Annett)

Matthew Annett
Name of Witness
(block letters)

Matthew Annett
Name (block letters)

 甲方 Party A ()	 乙方 Party B ()
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Yunnan Industrial Hemp Inc.

Hemp
ature)

SIGNED

For and on behalf of

.....
Signature of Witness

Yuegang Suo.....
Name of Witness

(block letters)

.....
Signature

(Mr. _____)

YUEGANG SUO.....

Name (block letters)

Yunnan Industrial Hemp Inc.

<p>..... 甲方 (Party A)</p>	<p>..... 乙方 (Party B)</p>
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