

PHARMACEUTICAL SALES AGREEMENT

Dated by March 3, 2020

By and Between

GEMA BEIDAS DIAZ

and

SWEET HOME SEGOVIA SA

SALES CONTRACT

This sales agreement entered into validity as of the 3rd of March, 2020, by and between GEMA BEIDAS DIAZ, identified as the seller, and SWEET HOME SEGOVIA SA, a corporation organized under the laws of Spain. Jointly, addressed as “the parties”.

WHEREAS

- (A)** GEMA BEIDAS DIAZ wishes to distribute the goods, which constitute the subject matter of this contract
- (B)** GEMA BEIDAS DIAZ holds the necessary expertise to label, package and distribute the pharmaceutical goods.
- (C)** The parties intend for the applicable law of this contract to be that of Spain and expect to uphold the indications of the Spanish Civil Code.

SECTION 1: DEFINITIONS AND SPECIFICATIONS

1.1 For the purpose of this contract the following terms regarding the JUR platform hold the following definitions

- (a)** “Seller” shall mean the entity delivering the object defined in exchange for the “price”
- (b)** “Buyer” shall mean the entity obtaining possession of the object under the obligation to perform a payment amounting to the amount classified as the “price”
- (c)** “Price” shall refer to the monetary amount specified in this contract
- (d)** “Contract” shall refer to the meeting of the parties’ minds, the subject matter and purpose being essential to the validity of the agreement
- (e)** “JUR Beta Platform” shall mean an alternative dispute resolution platform designed to solve a dispute that arises
- (f)** “JUR wallet” shall refer to a tool located in the “JUR Platform” that allows for “JUR tokens”
- (g)** “JUR tokens” shall hold a dual meaning (i) the currency used in the “JUR Platform” and (ii) the voting tool used in the Open Layer
- (h)** “Escrow Account” shall refer to a tool included in the JUR Beta Platform that stores JUR tokens in a virtual wallet as consequence of this contract
- (i)** “Open Layer” shall refer to the online dispute resolution available in the JUR Beta Platform where “the voters” will vote on situations of conflict arising between the parties
- (j)** “Voters” shall refer to the JUR Beta Platform accounts voting on the dispute at hand

1.2 For the purpose of this smart contract the following general terms hold the following definitions

- (a)** “Spanish National Identification N°” shall mean a numerical sequence that provides

identification of a spanish citizen, valid throughout all the Spanish territory

- (b)** “Registered domicile address” shall mean the address stated in the Segovia Town Hall
- (c)** “Segovia Town Hall” shall refer to an office located in Segovia, Spain that provides information regarding registered citizens living in the city
- (d)** “Proof of Delivery” will be as defined in the JUR Beta Platform
- (e)** “Successfully delivered” shall mean the buyer delivered the items indicated in the contract within the time frame stipulated in this contract, with the quality of the items established in this contract and to the address as established in this contract.
- (f)** “Signatures” provides the legality and enforcement of the contract
- (g)** “Lump sum payment” refers to one single payment of a specific amount
- (h)** “Mandatory requirements” shall refer to the mandatory requirements of pharmaceutical tests regarding the Covid-19 tests
- (i)** “Packaging specifications” shall refer to the packaging specifications and labeling details as set forth in applicable legislation
- (j)** “International authorities” refers to any authority competent to legislate or act upon the subject matter of this contract.
- (k)** “Spanish National Authorities” refers to any authority competent to legislate or act upon the subject matter of this contract.
- (l)** A “Applicable law” refers to the law governing this contract, that of Spain
- (m)** “Good condition” means that the good is fit for the purpose established under Section 3.2
- (n)** “Unforeseeable” shall refer to any event that a reasonable person could not foresee
- (o)** “Unpredictable” shall refer to any event that a reasonable person could not predict
- (p)** “Deviation Report” shall refer to a documentation of deviations from the expected standard process
- (q)** “Warranty” refers to a legally binding commitment that will give rise to a remedy

1.3 For the purpose of this contract the following phrases or symbols hold the following specifications

- (a)** N° : Symbol for the word “number” that will be followed with a numerical sequence
- (b)** GPS coordination N°: Coordination number that if used, provides the exact location for an address
- (c)** Calle Velarde 17, Segovia, Segovia, 40003, Spain has the following GPS coordination N°: 40.952324, -4.1238328
- (d)** Calle Facundo 3, Segovia, Segovia, 40001, Spain has the following GPS coordination N°: 40.950523, -4.120525

1.4 Further specifications regarding the word sequences

- (e)** Registered domicile follows the format of: [Street Name], [Street N°], [Province], [City], [Zip Code], [Country]
- (f)** The order N°: ZLSJGBSJ19830SC
- (g)** Date form: Day of Month of, Year
- (h)** Day of Month of, Year: DD/MM/YYYY

Whereas there exists unclarity as to any term in the contract, it shall be cleared through

- i. JUR Beta Platform: if it involves a technical specification regarding the application
- ii. National Legislation: if it involves any specification that does not fall within point (i) above

SECTION 2: PARTIES TO THE CONTRACT

2.1 Seller

The “seller” as denominated under 1.1.(a) is “GEMA BEIDAS DIAZ”, with

- (a) Spanish National Identification N° 773086
- (b) JUR Wallet N°100048,
- (c) Registered domicile address in Calle Velarde 17, Segovia, Segovia, 40003, Spain.

2.2. Buyer

The buyer to this sales contract is “SWEET HOME SEGOVIA SA”

- (a) A legal entity registered in the Madrid Commercial Registry as a merchandise company
- (b) Holding NIF N° E87598742
- (c) JUR Wallet N°1203
- (d) Registered in Calle San Facundo 3, Segovia, Segovia, 40001, Spain”.

SECTION 3: SALE OF GOODS

3.1 Sale of Goods

The seller agrees to sell, and the buyer agrees to purchase the following items indicated under 3.2(a) with their corresponding following quantities indicated under 3.2(b), their individual prices as listed in 3.2.(d) of TWO HUNDRED 50 JUR Tokens and totaling a total price of TWO THOUSAND FIVE HUNDRED JUR tokens as established under 3.2(f). The following items will collectively be referred to as “the goods”, the purpose of the items as established under 3.2(c) is essential to the contract and constitutes the main reason as to why the Buyer enters into this agreement.

3.2 Description of Goods Quantity Price Per Unit

(a) ITEM NAME	(b) ITEM IDENTIFICATION N°	(c) Purpose	(d) ORDERED QUANTITY	(e) PRICE P/ UNIT	(f) TOTAL ORDER PRICE
Covid-19 Test Kits	75439	Used to detect the presence of a COVID-19 pathogen	10	250 Jur Tokens	2,500 Jur Tokens

Buyer will pay the Seller for the Goods and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of TWO THOUSAND FIVE HUNDRED JUR Tokens. Unless otherwise stated, the Seller shall be responsible for all taxes in connection with the purchase of Goods in this Agreement.

3.3 Quality of the good

The buyer hereby certifies that the goods to be sold will serve their purpose as established under 3.2(c) and certifies these goods count with the approval of the World Health Organization as “suitable test kits”.

- (a) The seller will provide a standard certification of analysis in accordance with the Covid-19P Test criterias
- (b) The seller will provide all the documentation regarding the tests, packaging work order and deviation report

3.4 Terms of Delivery

Seller shall ship the defined Goods to the Buyer

- (a) On or before Tuesday the 17th of March, 2020
- (b) To the following address: Calle San Facundo 3, Segovia, Segovia, 40001, Spain.
- (c) Seller will pay for all shipping costs.
- (d) It shall constitute an acceptance of the delivery of the Goods once Buyer has received the Goods at the specified location of Calle San Facundo 3, Segovia, Segovia, 40001, Spain.
- (e) **Proof of delivery**
Proof of delivery must be uploaded on the
 - (i) JUR Beta platform by the seller, in order to demonstrate to the buyer that the seller has successfully delivered in accordance to the duties incurred on him as per the terms of this contract.
 - (ii) In case a dispute arises this proof of delivery will be used as a proof the voters will make use of to make a decision regarding the dispute.

3.5 Terms of Payment

The form of payment will be in one single lump sum payment, via the JUR Beta Platform to the details stipulated below in section 3.4(a)

- (a) **Bank Details**
NAME OF BENEFICIARY: GEMA
BEIDAS DIAZ
EMAIL ADDRESS: ban.iesi@ie.edu
JUR Wallet N°: 100048

(b) Escrow Account

Until proof of delivery is provided the amount of the purchase will be frozen in the Escrow Account as a guarantee.

SECTION 4: LIMITATIONS

4.1 Retention of Title

Seller shall retain the title of ownership over the defined Goods until the Buyer performs the complete payment to the Spanish bank account of the Seller.

4.2. Risk of Loss

Title to and risk of loss of the Goods shall pass to Buyer upon shipment of the Goods in accordance with this Agreement.

4.3 Force Majeure

The Seller renders itself not responsible for any damages or legal claims that may arise from delay and/or lack of performance due to certain circumstances defined as being unforeseeable, unpredictable, and beyond the reasonable control of the Seller.

4.4. Limitation of Liability

The Seller will not be liable for any indirect damages (i.e. lost profits) that may arise in relation to this agreement.

SECTION 5: WARRANTY

5.1 Warranty of the seller

The Seller warrants that the goods, until and up to the time of delivery

- (a)** Will be in good condition
- (b)** Shall be free from defects
- (c)** Will have been in compliance with all the laws and regulations
 - (i)** Required by the Spanish authorities, including the Ministry of Health and
 - (ii)** International authorities, including the World Health Organization.
- (d)** Nevertheless, this warranty does not apply to any Goods that are damaged due to the misuse, abuse, misconduct, lack of care, and negligence of any third party other than the Seller.

5.2 Warranty of the buyer

The buyer warrants that the marketing and distribution of the product will be in line with the applicable regulatory requirements and applicable law.

SECTION 6: FURTHER CONSIDERATIONS

6.1 Governing law

The terms and conditions of this Agreement shall be governed by and observed in accordance with the Civil Code of Spain (*Código Civil*) and the Royal Decree of 1090/2015.

6.2 Alternative Dispute Resolutions

Any dispute which may arise from this Agreement are to be resolved through the JUR Beta platform.

- (a) The parties hereby consent to be bound by the voters' decision
- (b) Additionally to all the specifications also mentioned, the parties consent to the implications regarding the Escrow Account

6.3 Amendments

All amendments to this agreement are to be rendered ineffective unless conducted in writing and signed by both parties.

6.4 Renewal of Contract

The Buyer has 21 days to request the Seller an order to renew the contract in the case the Buyer requires a larger supply of the described Goods.

- (a) A request within this period awards the Buyer with priority of delivery of the Goods.

6.5 Validity of Contract

By providing the signatures below both the BUYER and the SELLER hereby consent to the effect of this contract and are both bound to the obligations stipulated in this document.

Buyer: SWEET HOME SEGOVIA SA
Nº E87598742

Seller: GEMA BEIDAS DIAZ
Nº 773086

