

Contract Provisional Draft

By and between: Johnson & Johnson GmbH, a health care company existing under German laws, and with a registered office in Platz 2, 41470 Neuss, Germany.

And: Farmacia Mateos Rodríguez, a pharmacy existing under Spanish laws, and with a registered office in Calle de San Francisco 9 40001 Segovia, Spain.

Whereas

- (A) Johnson & Johnson GmbH and Farmacia Mateos Rodríguez are experienced in the health care sector.
- (B) Johnson & Johnson GmbH is the provider of the goods, and Farmacia Mateos Rodríguez is the receiver, at the location of production (Neuss, Germany)
- (C) The parties intend to regulate the sale through the terms and conditions outlined within this contract, and they intend to be legally bound under German law

1. DEFINITIONS

1.1 In the Contract, the following words are defined as follows:

JUR: JUR is a smart-contract platform based on blockchain. It allows businesses and persons to create legally binding contracts.

JUR cryptocurrency: A cryptocurrency is a virtual financial currency highly secured by a system of blockchain. JUR has set up its own currency in order to be used within the JUR platform.

Force Majeure: The concept of "Force Majeure" (French word) is a clause on a contract which states the termination of an agreement when a party (A) cannot satisfy their obligations anymore in regards to party (B) due to circumstances that are not in their control.

JUR Open Layer: According to Jur.io, JUR open layer is a "decentralized open dispute mechanism". People that possess JUR Tokens can vote for a resolution. This open-layer system allows people to solve small disputes in a short amount of time.

Ex Works (EXW): An INCOTERM (2020) in which once the products are outside of the warehouse, the seller no longer holds any liability (costs and risks) and the buyer must cover all the costs and risks, including transportation

2. DATE IN WHICH THE CONTRACT HAS EFFECT

2.1 Upon signing of this contract by the representatives of each respective party, the sale will come into effect (Johnson & Johnson GmbH and Farmacia Mateos Rodríguez)

2.2 The contract has effect for seven days beginning from the time the contract was completed and the terms were agreed upon by both parties

3. CURRENCY

3.1 The sale will take place through the JUR platform, and so the payment will occur in JUR cryptocurrency

4. DESCRIPTION OF THE GOODS

4.1 Farmacia Mateos Rodríguez is to pay Johnson & Johnson GmbH 10 EUR per mask with product code A2470295.

4.2 Farmacia Mateos Rodríguez is to pay Johnson & Johnson GmbH 3 EUR per hand sanitizer with product code B20812020; each hand sanitizer contains 200 ml.

4.3 Farmacia Mateos Rodríguez is to receive 200 Masks and 400 Hand Sanitizers in JUR cryptocurrency.

4.4 The parties thereto agree that these are the products referenced in the contract.

5. CONSIDERATION

5.1 The total JUR amount that Farmacia Mateos Rodríguez is to pay for the masks is X JUR (2,000 EUR)

5.2 The total JUR amount that Farmacia Mateos Rodríguez is to pay for the hand sanitizers is X JUR (1,200 EUR)

5.3 The total JUR amount that Farmacia Mateos Rodríguez is to pay is X JUR (3,200 EUR)

6. DELIVERY AND SHIPMENT

6.1 EX Works: Delivery of the goods will occur on the site of production (Neuss, Germany)

6.2 There will not be a delivery fee for Johnson & Johnson GmbH. All fees relating to the delivery of the products will be covered by Farmacia Mateos Rodríguez.

6.3 Johnson & Johnson GmbH have six working days to prepare the supplies for Farmacia Mateos Rodríguez from the moment the contract comes into effect.

6.4 Delivery will take place at the Johnson & Johnson GmbH site in Kant 5, 41471 Neuss, Germany.

6.5 The supplies will be given to a legal representative or agent of Farmacia Mateos Rodríguez to transport them to the headquarters of Farmacia Mateos Rodríguez, at Calle de San Francisco 9 40001 Segovia, Spain.

7. ACCEPTANCE

7.1 Acceptance to the contracts terms and conditions will occur when the unconditional and clear acceptance reaches the addressee, and has hence entered into their sphere of influence.

8. DURATION OF CONTRACT

8.1 The contract is valid from the moment in which it is signed by the respective representatives of Johnson & Johnson GmbH and Farmacia Mateos Rodríguez

8.2 The contract will not be terminated until the supplier provides the goods in question, and the representative of the buyer accepts them at the site of production in exchange for the established price.

9. BREACH OF CONTRACT

9.1 If the sale does not occur due to failure of delivery on the part of Johnson & Johnson GmbH, Johnson & Johnson GmbH is liable to reinstate the amount Farmacia Mateos Rodríguez paid, in full.

9.2 If Johnson & Johnson GmbH fails to comply with clause 6.3 under Delivery and Shipment, Farmacia Mateos Rodríguez will be given a 20% discount to the overall purchase upon delayed delivery of the products.

9.3 The risk of loss falls on Johnson & Johnson GmbH until the time of acceptance of the goods by Farmacia Mateos Rodríguez.

9.4 If the contract is breached, then the innocent party can claim damages from the latter; these damages could include further price reduction, replacement due to defect, or interest due to delay depending on what is deemed appropriate following the dispute resolution process.

10. TAXES

10.1 All sales, transfer, use or other taxes arising from the transfer of ownership and subsequent use of the product will be paid and provided for by Farmacia Mateos Rodríguez.

10.2 The VAT tax is included in the price of the products and so will be paid by Farmacia Mateos Rodríguez according to the laws of Germany (VAT in Germany: 19%)

11. WARRANTIES

11.1 Johnson & Johnson GmbH warrants that they are the rightful owner of the products, and so it is within their legal right to transfer ownership of the products to Farmacia Mateos Rodríguez.

11.2 Johnson & Johnson GmbH warrants that its products comply with applicable safety warranties of the EU and that the hand sanitizer kills 99.9% of germs, including viruses.

11.3 By accepting the masks and hand sanitizers, Farmacia Mateos Rodríguez, to their best knowledge, has acquired safe products that meet all the requirements that Johnson & Johnson GmbH warrants under section 11.2

11.4 In case of loss or damage of products in transit, the damage fees will be covered by Farmacia Mateos Rodríguez.

12. LIMITED LIABILITY

12.1 Johnson & Johnson GmbH will not be liable for damages in case of:

- (a) Any handling, maintenance, transportation, storage, or general use which is improper or otherwise not in compliance with Johnson & Johnson GmbH instructions ; or
- (b) Any alteration or modification to the product after acceptance; or

(c) Any contamination, or negligence after delivery to Farmacia Mateos Rodríguez;

12.2 This warranty is exclusive and in lieu of all other warranties, including, but not limited to, any implied warranties of merchantability or fitness for particular purpose which are hereby expressly disclaimed. In no event shall sellers be liable for incidental, consequential, punitive or special damages of any kind.

13. FORCE MAJEURE

13.1 Neither Johnson & Johnson GmbH nor Farmacia Mateos Rodríguez are liable for damages due to delay or nonperformance which are beyond their reasonable control such as, but not limited to, government interference, disrupted communication and more.

14. GOVERNING LAW AND JURISDICTION

14.1 Both Johnson & Johnson GmbH and Farmacia Mateos Rodríguez agree that the contract will be written in English.

14.2 Both Johnson & Johnson GmbH and Farmacia Mateos Rodríguez agree that the contract will follow the free trade agreement.

14.3 Both Johnson & Johnson GmbH and Farmacia Mateos Rodríguez agree to comply with EU Law and specifically:

(a) The UN Convention on CISG (Contracts for the International Sale of Goods)

15.1 This contract is governed by German Law, as Germany is the country in which Johnson & Johnson GmbH does business, and in which the products are to be delivered.

16. DISPUTE RESOLUTION

16.1 The parties agree to resolve any disputes arising from the contract through negotiations and under the principle of good faith.

16.2 If the parties fail to resolve the dispute through negotiations within three days, the disputes will be resolved through the JUR Open Layer.

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