# Exclusive Distribution and Supply Agreement

This Exclusive Distribution and Supply Agreement (this "Agreement") is entered into as of the effective date of October 30, 2015 ("Effective Date") by and between Metron Nutraceuticals, LLC, an Ohio limited liability company, 4600 Euclid Avenue, Suite 401, Cleveland, Ohio 44103 (the "Supplier") and SOZO Global, Inc., a Nevada corporation, 6101 W. Courtyard Drive, Building 5, Suite 100, Austin, Texas 78730 (the "Distributor") are sometimes collectively referred to as "the Parties" or in the singular as a "Party."

#### General

- 1. The Supplier is in the business of researching, developing and manufacturing certain nutraceutical/supplement products. The product subject of this Agreement and to be provided to Supplier is specifically defined in Exhibit "A" ("Product"), and such Product is subject to the intellectual property protections described in such Exhibit "A" and additional related trade secrets and know-how of Supplier, and Supplier may obtain issued patents or other rights in the future, all such patent applications and patents issued thereupon (collectively, the "Patent Rights"). The Distributor is in the business of marketing and selling nutraceuticals and supplement products specifically through a national and international multi-level marketing system commonly referred to as "Direct Selling" or "MLM" sales (as more particularly defined herein, "Distributor's Line of Business"). Distributor assures the Supplier that it has the facilities, personnel, and technical expertise necessary to market the Product. Supplier assures the Distributor that it has the facilities, personnel, capital resources, and technical expertise to satisfy Distributor's reasonable demands for the Product.
- 2. The Distributor wishes to obtain from the Supplier, and the Supplier is willing to grant to the Distributor, the exclusive rights, subject to certain conditions herein, (i) to distribute the Product within the Territory as defined hereunder, subject to the limitations set forth herein, (ii) to distribute the Product via the Sales Channels (as defined herein), including the Retail/Infomercial Sales Channels so as to protect the viability of the Product in Distributor's Line of Business. Supplier will be Distributor's exclusive supplier of hydrolyzed clinoptilolite -based products with Vitamin C.
- 3. Upon the execution of this Agreement the Parties intend to be legally bound by its terms as more fully set forth herein.

## **Definitions**

- 4. "Agreement." Means this Exclusive Distribution Agreement entered into by and between the Supplier and the Distributor and the Appendices/Exhibits incorporated herein.
- 5. "Information." Means "Confidential Information", as such term is defined in the Mutual Confidentiality Agreement attached as Exhibit "C" hereto. The Parties agree that

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the exceptions to the definition of "Confidential Information" included in the Mutual Confidentiality Agreement shall additionally be exceptions to the definition of "Information" under this Agreement. As additional consideration, Distributor expressly agrees that in the event of litigation, Distributor will not contend that Supplier's formula for the manufacture of the Product and all related research and intellectual property is or should be discoverable.

- 6. "Term." The term of this Agreement (the "Term") shall commence on the Effective Date and continue for a period of exactly one hundred and twenty (120) consecutive months thereafter, subject to earlier termination and subject to occurrence of subsequent Extension Terms pursuant to the terms hereof. Thereafter, the Term shall be automatically extended for additional five (5) year terms (whether one or more, "Extension Terms"), unless a party gives notice of termination on or before the date that is six months prior to the expiration of the then-current Term, provided the Parties have agreed to pricing for the Extension Term.
  - a. Either Party shall have the right to terminate this Agreement at any time for a material breach of this Agreement by the other Party and the failure of the breaching Party to cure such breach within thirty (30) days after written notice of such breach by the non-breaching Party.
  - b. Notwithstanding any other right of termination set forth herein, at any time following Supplier's termination of exclusivity right granted in this Agreement pursuant to the terms hereof, Distributor may terminate this Agreement upon thirty (30) days' written notice to Supplier without necessity of breach by Supplier and for Distributor's convenience, and Distributor will thereupon only have financial responsibility to Supplier with respect to any Bottles which are at the time of such termination subject to a Purchase Order previously issued by Distributor.
  - c. Upon expiration or termination of this Agreement for any reason, the Confidentiality and Indemnification provisions of this Agreement shall survive such expiration or termination for the periods of time set forth in the Mutual Confidentiality Agreement ("MCA") attached hereto as Exhibit "C" (as to Confidentiality provisions hereof).
- 7. "Person." Any natural person, corporation, business trust, limited liability company, joint venture, association, company, partnership or government, or any agency or political subdivision thereof.
- 8. "Product." The Product is defined in Exhibit "A" hereto.
- 9. "Territory." Global.

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- 10. "Quota." The purchase commitment for specified minimum quantities of the Product for the Distributor to maintain exclusivity as provided herein. The Quota is set forth in Exhibit "B."
- 11. "Purchase Price." The price per bottle to be paid by Distributor to Supplier as set forth in Exhibit "B."
- 12. "Private Label of the Distributor." The packaging, labeling, product naming, logos, graphics and other identifying marks used by the Distributor for the Product. Distributor shall use only one Private Label and shall not distribute the Product under multiple labels without the written consent of Supplier.
- 13. "Field of Use." shall mean any legal use of the Product as a nutraceutical or dietary supplement.
- 14. "Sales Channels." shall mean the channels of commerce where Distributor may sell the Product on an exclusive basis subject to the conditions further described in this Agreement. The Sales Channels are (i) Network marketing; multi-level marketing; direct selling; any means of sales or distribution utilized by the members of (or by any prospective member of) the Direct Selling Association ("DSA"); any means of sales or distribution facilitated by independent contractors earning multi-tiered levels of commissions; and/or any means of sales or distribution utilizing a "party plan", as that term is used in the direct selling industry (which sales channel is also referred to herein as "Distributor's Line of Business"); (ii) any retail sales channel; and (iii) any sales channel involving infomercials of any kind (the sales channels described in the foregoing subclauses (ii) and (iii) are sometimes collectively referred to herein as the "Retail/Infomercial Sales Channels").

## Parties' Rights and Responsibilities

15. The Supplier grants the Distributor, and the Distributor accepts from the Supplier, an exclusive, royalty-free and nontransferable right and license to distribute and sell the Product during the Term and within the Territory, the Sales Channels, and the Field of Use subject to limitations set forth herein. In order to preserve the value of the foregoing exclusive license to Distributor, Supplier agrees, during the period that Distributor maintains exclusivity under this Agreement, not to (i) enter into any distribution agreements for the Product or any product competitive with the Product with any other Person that competes in Distributor's Line of Business during the Term and within the Territory, or to (ii) sell Product or any product competitive with the Product, within the Territory, the Sales Channels and the Field of Use, or (iii) to sell Product or any product competitive with the Product, to any Person who is reasonably likely to attempt to resell such Product to Persons engaged in Distributor's Line of Business, or via the Sales Channels and the Field of Use, all subject to the terms and conditions set forth herein. For avoidance of doubt, Supplier may only sell HCF-C in a concentration greater than the



- Product to practitioners. Supplier may not sell HCF-C in a concentration less than the Product to any other Person.
- 16. For the term of this Agreement, Distributor will have a right of first refusal regarding any additional products developed and introduced by Supplier (each, a "New Product") to act as Supplier's exclusive distributor for the New Product with respect to Distributor's Sales Channels and the Field of Use (the "ROFR"). Prior to Supplier's introduction of any New Product that may be sold in the Sales Channels and the Field of Use, it will notify Distributor of such New Product via written notice (a "New Product Notice"). For a period of thirty (30) days after Distributor's receipt of a New Product Notice. Distributor may elect to become the exclusive distributor of such New Product In Distributor's Sales Channels and the Field of Use and the parties will cooperate in good faith to amend this Agreement or enter into a separate agreement regarding such New Product If Distributor fails to respond in writing within thirty (30) days following Distributor's receipt of a New Product Notice, then Distributor shall be deemed to have waived the ROFR with respect to that New Product, however the ROFR will remain in additional effect as any New Products for the Agreement. Notwithstanding the foregoing, however, for so long as Distributor maintains exclusivity under this Agreement, Supplier will refrain from introducing New Products into Distributor's Sales Channels and Field of Use that are competitive with the Product.
- 17. Supplier acknowledges that Distributor is a science-based product-focused direct selling company that operates on a worldwide basis in multiple markets and is a curator of innovative product technologies, including both proprietary and licensed product technologies. This Agreement shall not be construed to limit Distributor's ability to continue to add and offer other products, product technologies and product ingredients in its business, including without limitation other products containing Vitamin C, provided that Distributor's other products do not infringe upon Supplier's Patent Rights with respect to the Product and do not violate the terms of Paragraph 2 of this Agreement.
- 18. Subject to the limitations set forth herein, all aspects of the distribution and marketing of the Product by the Distributor shall be in the Distributor's sole control, including without limitation the methods of marketing, labeling, naming, pricing and advertising, and the terms and conditions of any sale.
- 19. The Supplier and the Distributor agree that their relationship will be that of a manufacturer and the distributor (or licensor and licensee) and not that of joint venturers, principals or agents, or franchiser and franchisee. Both are independent contractors acting for their own accounts, and neither is authorized to make any commitment or representation, express or implied, on the other's behalf unless expressly authorized to do so by the other in writing. For purposes of this Agreement, "Supplier" shall not include Clayton R Thomas.



- 20. Subject to the limitations set forth herein, the Distributor shall be responsible, at its sole discretion, for developing and producing all sales, promotional, advertising and/or similar materials for the Product. Distributor represents, warrants and covenants that all marketing materials will comply with all applicable laws and will not contain any statement or comment about the Product outside the scope of the Product claims specifically provided by the Supplier to Distributor. Unless otherwise provided herein, all marketing materials are the sole property of Distributor. The Private Label of the Distributor for the Product shall comply with the regulations of all applicable governmental authorities within the Territory. Any trademark, product name, right to the product name and/or logo/graphic unique to the Product shall be the property of Distributor throughout the Term.
- 21. Upon expiration of the Term or any other termination of this Agreement, Distributor shall have a right of first offer to purchase any of Supplier's stock of the Product on hand as of the date of such expiration or termination for the then-current pricing set forth in this Agreement, and Distributor shall have the limited right for a period of not more than twelve (12) months to continue to sell and distribute the Product for the sole purpose of selling off any stock of Product on hand with Distributor as of the date of expiration or termination and any additional Product purchased from Supplier following expiration or termination of this Agreement in an orderly and commercially reasonable fashion. Distributor may only use the trademark, product name and/or logo/graphic unique to the Product to sell and/or market the Product and may not use said trademark, product name and/or logo/graphic unique to the Product to sell any other product ("Other Product") unless the label and all marketing material for the Other Product prominently state "DOES NOT CONTAIN HYDROLYZED CLINOPTILOLITE FRAGMENTS (HCF)" for a period of 12 months following the introduction of the Other Product. Supplier shall not use the Product name or logo/graphic of the Product to sell and/or market the Product nor allow any other distributor with whom Supplier may contract to use such Product name or logo/graphic to market and/or sell the Product without the written consent of the Distributor. This Section shall survive the termination of this Agreement.
- 22. Unless otherwise specified herein, the Supplier and Distributor shall have no interest in each other's Company trademarks, service mark, trade name, logo or other trade designation. The Parties agree that they shall not at any time during this Agreement or following its termination assert or claim any interest in, or do anything which would adversely affect the validity of enforceability of any trade name, trademark, service mark or logo owned by or licensed to the other Party. This Section shall survive the termination of this Agreement.
- 23. The Distributor shall provide to Supplier initial samples of all Distributor's packaging, labeling, naming, warranties, disclaimers and package inserts for the Product to be marketed and resold by Distributor, prior to the introduction of the Product for marketing and sale by Distributor. The Supplier will have ten (10) business days from receipt of such samples (or any other material submitted by Distributor to Supplier for approval under this Agreement, including without limitation Promotional Materials) to review and approve or reject such items. In the event Supplier fails to timely respond to Distributor



within such ten (10) business day period with respect to any items submitted for approval, the item(s) submitted for approval will be deemed to have been consented to and approved by Supplier for all purposes under this Agreement. The Product may only be marketed and sold by Distributor upon the written approval of such initial samples by Supplier. After Supplier's written approval, no modifications to the Private Label, packaging, labeling, naming, warranties, disclaimers, and package inserts may be made by Distributor without the prior written consent of Supplier, which consent shall not be unreasonably withheld. The Supplier shall provide the Distributor all Product claims. The Distributor shall provide to Supplier any and all written or electronic marketing. promotional, instructional, educational and any other document created by Distributor to market or sell the Product ("Promotional Materials") prior to the use of any such Promotional Materials by Distributor. Distributor must receive Supplier's written consent prior to the use of any such Promotional Materials. Distributor may not market the Product under multiple product names except with Supplier's written consent, which consent shall not be unreasonably withheld. Supplier shall promptly notify Distributor of any modifications to Product Claims. Distributor shall notify and must receive Supplier's prior written consent to the use of any modified Promotional Materials after Supplier's initial written consent. Distributor shall not without Supplier's prior written consent use any word containing "detox", by itself or contained within any word, in any trademark, product name, packaging, label, Private Label or any Promotional Materials for the Product and unless approved by Supplier shall not include "detox" in Distributor's independent distributor compliance review process and shall take Distributor's customary cease and desist actions to stop such MLM representative's use of "detox" in any digital or printed form when involving the Product.

- 24. Distributor shall not modify the composition of the Product.
- 25. The Supplier shall provide laboratory test results conducted by a third party laboratory for each Purchase Order on each lot of the Product shipped to Distributor in accordance with reasonable testing protocols established by Supplier. Supplier shall only provide Product to Distributor that passes FDA required testing. Supplier warrants that the Product shall be manufactured in accordance with FDA/cGMP standards for nutraceutical products. Supplier warrants that the Product will be: (i) free from defects in material, design and workmanship and in good and saleable condition, (ii) fit for the intended use of Distributor, (iii) in conformance with Quality Standards, and (iv) shall be manufactured pursuant to normal and customary nutraceutical industry standards. Supplier will maintain "retain samples" of each batch of Product produced at its or its' CMO's facilities for a minimum of one year for quality control purposes and for such additional term as may be required by applicable law. Supplier will provide documentation sufficient to allow batch traceability. Distributor shall be permitted to request reasonable changes to Quality Standards only if such changes are specifically required by an international or federal governmental agency. If changes to the Product are requested by Distributor result in an increase Supplier's cost to manufacture the Product, the price set forth in Exhibit "B" shall also increase to fully cover the cost increase. Supplier may change the formula for scientific reasons if necessary to comply with FDA regulations., provided, however that Supplier must give the Distributor no less



- than ninety (90) days advance notice of the change if feasible, and that Distributor may elect to terminate any then-pending Purchase Orders in the event that such change would result in a material adverse effect on Distributor's ability to sell the Product to its independent distributors and end user customers.
- 26. The Distributor shall have the right to inspect the Product at the Supplier's facilities and/or Supplier's Contract Manufacturing Organization ("CMO"). Acceptance of the Product by the Distributor shall not relieve Supplier from any of its obligations and warranties herein. In no event shall payment be deemed to constitute acceptance or waiver of a breach of any warranty.
- 27. All orders shall be in writing and directed by email only to Supplier at sales@metronnutraceuticals.com or any other address the Supplier may subsequently designate in writing. Distributor's Procurement Team shall place orders on behalf of Distributor. All orders, with the exception of the first order, shall specify the quantity of the Product and requested delivery dates, however no such requested delivery date be less than 60 calendar days from the order date. Distributor's first order of 75,000 bottles shall be delivered between sixty and ninety days after placement of the order. All orders shall be governed solely by the terms and conditions of this Agreement. However, orders that go beyond the Quota shall follow the Order Instructions contained in Exhibit "B." No additional or different provisions contained in the Distributor's purchase orders, the Supplier's sales acknowledgments or any other business forms shall be of any force or effect whatsoever unless specifically agreed to in writing by the other party. Supplier will use reasonable efforts to fulfill orders to Distributor as provided herein and in Exhibit "B." However, Supplier cannot control outside forces such as acts of God, labor strikes, supply shortages, packaging delays, governmental agency intervention or legal proceedings and makes no guarantees as to order fulfillment. Supplier reserves the right to set reasonable conditions and extensions of time to fulfill orders that exceed the Quota as provided in Exhibit "B."
- 28. Once an order has been placed by the Distributor, it may not be altered or canceled by the Distributor except as expressly provided herein.
- 29. The Supplier reserves the right to refuse, cancel or suspend any orders placed by the Distributor, or delay shipment thereof, if the Distributor fails to make any payment as provided in the Agreement or to fully pay any invoice or otherwise fails to comply with any material terms and conditions of this Agreement after thirty (30) days written notice of default by Supplier to Distributor. Notwithstanding anything to the contrary in this Agreement, notice of default of payment may be made by electronic mail (email) or facsimile in addition to other notice methods set forth in this Agreement.
- 30. Product, which shall include the solution, bottle, bottle tip, bottle cap, shrink sleeving and label, shall be made available to Distributor at Wasatch Product Development LLC (Wasatch Labs), 12248 South Lone Peak Pkwy #106, Draper, Utah 84020 or any other CMO within North America or any other North American fulfillment center as designated by Supplier from time to time. Supplier shall notify Distributor via email



once the Product is available for shipment. Distributor shall arrange and pay for shipment of the Product from Supplier's designated CMO(s) and/or fulfillment center(s) to a location designated by Distributor ("FOB Shipping Point"). Title to and risk of loss shall be with Distributor as of the time of shipment from Supplier's designated CMO(s) and/or fulfillment center(s), provided Distributor shall retain the right to inspect and reject Product as set forth herein following Distributor's receipt of Product at Distributor's fulfillment center(s) or other locations for receipt of Product. The Parties may request reasonable changes to methods of shipment and/or point of delivery terms in writing. No change shall be effective until it is approved in writing by the Party receiving the request.

- 31. Unless otherwise allowed herein, the Purchase Price set forth in Exhibit "B" may not be modified unless agreed upon in writing by the parties.
- 32. Supplier acknowledges and agrees that Distributor is, with the knowledge of Supplier, hiring or otherwise engaging Clayton Thomas, who is as of the date of this Agreement a Member of Supplier, and Supplier further affirmatively waives and releases any and all claims that Supplier might bring against Distributor relating to Distributor's hiring or engagement of Mr. Thomas, including without limitation claims based upon any contractual agreements that may now be in place between Supplier and Mr. Thomas.
- 33. Either Party shall have the right to terminate this Agreement at any time for a material breach of this Agreement by the other Party and the failure of the breaching Party to cure such breach within thirty (30) days after written notice of such breach by the non-breaching Party.
- 34. The Parties have entered into a Mutual Confidentiality Agreement dated October 30, 2015 and attached hereto as Exhibit "C." (the "MCA") All terms and conditions contained in the MCA are incorporated into this Agreement and shall survive the termination of this Agreement for the periods of time set forth in the MCA. The Parties expressly agree that neither Party will have an adequate remedy at law for the other Party's breach of the provisions in this Paragraph and that the aggrieved party shall be immediately entitled to seek injunctive relief in the event of the other Party's breach of the confidentiality provisions set forth therein.
- 35. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties shall not copy or use any copyright, patent, service mark or trademark owned by, or licensed to the other without the prior written consent of the requested Party, which permission may be granted or withheld at the requested Party's sole discretion.
- 36. This Agreement may not be assigned by either Party without the prior written consent of the other. No permitted assignment shall relieve the Assignor of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. No attempted assignment of this Agreement shall be valid or enforceable unless the assignee, contemporaneously with the assumption of this Agreement, also assumes the Mutual



Confidentiality Agreement attached hereto as Exhibit "C." Notwithstanding any assignment, the Mutual Confidentiality Agreement shall remain binding on the assigning Party. Any assignment in violation of this Paragraph shall be void. This Agreement shall be binding upon the parties' respective successors and assigns. Notwithstanding the foregoing, Distributor may market and distribute the Product through parent, subsidiary, or affiliated entities subject to the prior written approval of Supplier.

- 37. Distributor and Supplier agree to defend, indemnify and hold each other and each other's respective officers, directors, shareholders, representatives, successors and assigns harmless from and against any claim, suit or proceeding brought against the other Party by any third party (a "Claim") to the extent that such Claim arises from or is related to the other Party's breach of this Agreement, intentional acts, negligence which shall include, but not be limited to, claims arising from product quality, consumer claims, advertising, marketing and selling the Product. Supplier will additional indemnify Distributor from and against any Claim that the Product or Distributor's intellectual property rights infringe upon any third party's intellectual property rights or other property rights. The party seeking indemnification under this Section 37 (the "Indemnified Party") shall: (i) give the indemnifying party (the "Indemnifying Party") notice of any Claim subject to indemnification under this Section 37; (ii) cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in the defense of such Claim; and (c) give the Indemnifying Party the right to control the defense and settlement of any such claim. The Indemnified Party will have the right to participate in the defense with counsel of its choice at its own expense, provided that the Indemnifying Party will have the right to make final decisions regarding the defense of a Claim as long as the Indemnifying Party actively maintains the defense of such Claim.
- 38. WAIVER OF DAMAGES. NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES FOR A BREACH OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 39. Supplier represents and warrants as follows to Distributor: (a) it is a limited liability company, validly organized and existing and in good standing under the laws of the State of Ohio; (b) it has full power and lawful authority to execute, deliver, and perform under this Agreement; (c) its execution and performance of this Agreement is not contrary to, or prohibited by, any laws, or agreements to which it is a party or by which it is bound or by any arbitration award, judgment or court order by which it is bound; (d) this Agreement, and any document executed pursuant to this Agreement, are valid obligations of Supplier enforceable in accordance with their terms; (e) it has taken all corporate action necessary in order to cause the execution and performance of this Agreement, and (f) it has the right to manufacture and sell the Product to Distributor for Distributor's distribution and use pursuant to this Agreement, (g) there is no litigation (other than Dr. Nikolaos Tsirikos-Karapanos, et al. vs. Lifehealth Science, LLC, et al., Cuyahoga County Court of Common Please Case No. CV-14-836244; Lifehealth Science, LLC. vs. Dr.



Nikolaos Tsirikos-Karapanos, et al., Cuyahoga County Court of Common Pleas Case No. CV-14-836269; and Metron Nutraceuticals, LLC. vs. Jeunesse Global, LLC., Cuyahoga County Court of Common Pleas Case No. CV-15-846184) or regulatory action pending or, to the knowledge of any executive officer of Supplier, threatened against Supplier or its affiliates that might have the effect of preventing Supplier's performance of its obligations under this Agreement, and (h) the Product does not infringe upon the intellectual property rights of any third party.

- 40. Distributor represents and warrants as follow to Supplier: (a) it is a corporation, validly organized and existing and in good standing under the laws of the State of Nevada, (b) it has full power and lawful authority to execute, deliver, and perform under this Agreement; (c) its execution and performance of this Agreement is not contrary to, or prohibited by, any laws, or agreements to which it is a party or by which it is bound or by any arbitration award, judgment or court order by which it is bound; (d) this Agreement, and any document executed pursuant to this Agreement, are valid obligations of Distributor enforceable in accordance with their terms; (e) it has taken all action necessary in order to cause the execution and performance of this Agreement; and (f) there is no litigation or regulatory action pending or, to the knowledge of any executive officer of Distributor, threatened against Distributor or its affiliates that might have the effect of preventing Distributor's performance of its obligations under this Agreement.
- 41. Problem/Complaint Notice. Each Party will notify the other Party in writing of any complaint, suspected adverse reaction (incident or near-incidents), outcome or claim related to the Product (a "Product Complaint") within forty-eight (48) hours after such Party becomes aware of the Product Complaint. Each Party shall provide the other Party with a phone number to use for such notification. Supplier will investigate the facts and circumstances of the Product Complaint in accordance with its internal procedures and applicable law and will (i) file any reports required in connection with the Product Complaint with the applicable governmental agencies with jurisdiction, if any, over the Product Complaint, and will (ii) respond to Distributor promptly but in any event within seventy-two (72) hours from Supplier's receipt of notice of the Product Complaint with (a) a written report of the nature of and reasons for the Product Complaint, and (b) such proposed relief for Distributor with respect to the Product Complaint as is consistent with good customer relations, including replacement product, return allowances, invoice credits or other relief as appropriate in the context. Distributor will provide Supplier with all information it is able to obtain using commercially reasonable efforts regarding the Product Complaint including, the Product shipped, the Customer, the history of use of the Product by the Customer, and any other information reasonably available and necessary for the investigation by Supplier or the completion of any governmental filing. Distributor will fully cooperate with Supplier in investigating the Product Complaint. With the prior consent of Distributor, not to be unreasonably withheld, if necessary in order to fully investigate the Product Complaint, Distributor will make its employees and representatives reasonably available for interviews concerning the Product Complaint by Supplier or its counsel and/or representatives following the reasonable request of Supplier.



- 42. Sharing of Information. Each Party shall provide the other with prompt notice if it is contacted by a Competent Authority regarding any Product Complaints. Supplier shall also notify Distributor of any recall of the Product or any order for a recall it receives from a Competent Authority. "Competent Authority" shall mean any federal, state, or local governmental authority or regulatory body in the United States or other country, or any quasi-governmental or private body asserting, exercising or empowered to assert or exercise any regulatory authority thereunder and any entity or organization directly or indirectly owned by and subject to the control of any of the foregoing.
- 43. <u>Recalls</u>. If one or more batches of the Product are recalled other than as a result of a wrongful act or omission of Distributor, then:
  - (1) Supplier will pay for all shipping and insurance to return the recalled Product to Supplier.
  - (2) Within 90 days after the recall, Supplier will replace the recalled Batch(es) of the Product. The only obligations of Supplier for recalled Batch(es) of the Product are to: (A) replace the recalled Batch(es) of the Product and pay for destroying the recalled Batch(es) of the Product and the shipping and insurance for retrieving the recalled Batch(es) of the Product and shipping replacements; or (B) the obligation specified in subparagraph (3), below.
  - (3) Following a recall, if Supplier cannot replace the recalled Batch(es) of the Product or is not able to provide Distributor with replacement Product for more than 90 days, then Supplier will pay to Distributor: (A) all monies paid to Supplier by Distributor for the recalled Batch(es) of the Product that are not replaced; and (B) all shipping and insurance paid by Distributor for the recalled Batch(es) of the Product.
- (ii) If any, or all, of the Batch(es) of the Product are recalled as a result of the act or omission of Distributor, then:
  - (1) Distributor will pay for all shipping and insurance to return the relevant Batch(es) of the Product to Supplier.
  - (2) If Distributor orders Product to replace the recalled Batch(es) the orders will be considered additional orders. All shipping and insurance for the orders will be paid by Distributor.
- 44. The Parties agree to immediately contact each other upon notice of any pending visit or upon the actual appearance of any official from the FDA and/or any other regulatory agency. A Party shall have the right to be present at any such visits to the visited Party when advanced notice of such visit allows. The Party being inspected shall provide the other Party with copies of all reports, correspondence and/or citations received by such party from the FDA or other regulatory agency immediately upon receipt by the visited Party when such documents pertain to the Product to the extent allowable by law.



45. Supplier shall carry and maintain comprehensive general product liability insurance coverage with a policy limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. To the extent feasible, Supplier shall insure and list Distributor as an additional insured on its policy of comprehensive general product liability insurance coverage.

Distributor shall carry and maintain comprehensive general error and omission and liability insurance coverage with a policy limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. To the extent feasible, Distributor shall insure and list Supplier as an additional insured on its policy of comprehensive general product liability insurance coverage.

Distributor and Supplier shall each carry and maintain comprehensive general public liability insurance, including comprehensive general liability, bodily injury and property damage, employer's liability and occupational disease insurance with a minimum policy limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

The Parties shall deliver to each other satisfactory evidence that such required insurance is in effect during the term and any renewal term in the form of a Certificate of Insurance.

- 46. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, that invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if the invalid or unenforceable provision had never been contained herein.
- 47. This Agreement is terminable by either Party, with thirty (30) day written notice to the other, if any of the following occur: (i) a Party is unable to pay its debts or obligations as they become due or files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent or makes an assignment for the benefit of creditors; (ii) a Party files any petition or other pleading seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, or admitting or failure to contest the material allegations of a petition or other pleading filed against a Party in any such proceeding; (iii) a Party seeks, consents, acquiesces or is otherwise subject to the appointment of any trustee, receiver or liquidator of its business, or all or a substantial part of its assets, or fails to vacate the appointment of any trustee, receiver or liquidator for any such purpose within 90 days of such appointment; (iv) a Party permits the continuance for more than 90 days of any proceeding against such Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation. In the event that a Court of competent jurisdiction enters an order enjoining Distributor from selling or the Supplier from manufacturing the Product in the Territory and the enjoined party has exhausted all remedies or appeals that are in its discretion available to it, the non-enjoined party may terminate this Agreement with thirty days written notice. Provided, however. that if such court order prevents Supplier from filling an existing order of Distributor. such existing order shall be cancelled.



- 48. Either Party to this Agreement shall be free from liability for failing to perform herein if such failure is caused by acts of God or other causes beyond the control of the Party failing to perform.
- 49. No waiver of either Party of any provision herein shall be deemed a waiver of any other provision herein or any subsequent breach by either Party of the same or any other provision. A Party's consent or approval of any act shall not be deemed to render unnecessary obtaining such Party's consent to or approval of any subsequent act. No waiver shall be effective unless in writing, executed on behalf of Supplier and Distributor.
- 50. The exercise of any remedy by either Party will not affect or prejudice any other rights or remedies of that Party for breach of this Agreement whether those rights and remedies are contained in this Agreement or otherwise provided by law or equity.
- 51. Notices, not including orders submitted to Supplier by Distributor, shall be deemed given when delivered in writing by Certified U.S. Mail, return receipt requested or overnight currier service with delivery confirmation to the other Party at:

## As to Supplier:

Dr. Nikolaos Tsirikos-Karapanos, President Metron Nutraceuticals, LLC 4600 Euclid Avenue, Suite 401 Cleveland, Ohio 44103

### With a copy to Supplier's attorney:

Jim Petropouleas, Esq. James E. Boulas Co., L.P.A. 7912 Broadview Road Broadview Heights, Ohio 44147-1202

## As to Distributor:

Mark Adams, President and CEO SOZO Global, Inc. 6101 W. Courtyard Drive, Building 5, Suite 100 Austin, Texas 78730

# With a copy to Distributor's attorney:

Oliver Sandlin, Esq.
Drisdale Sandlin PLLC
1250 Capital of Texas Highway South
Building 3, Suite 400
Austin, Texas 78746

52. The headings to the various sections are supplied solely for reference and are not to be construed in any way in interpretation of the substantive provisions of this Agreement.



- 53. The undersigned individuals executing this Agreement hereby represent and warrant that they have the authority to enter into this Agreement on behalf of the Parties being bound hereby and that no further approvals or authorizations are necessary to effectuate this Agreement.
- 54. This Agreement and all exhibits and other documents attached to this Agreement which are incorporated into this Agreement, will constitute the entire agreement between the Parties. This Agreement supersedes and replaces any and all previous or contemporaneous written and oral agreements or understandings, promises, representations or dealings between the Parties. This Agreement may not be amended or modified except in a writing signed by both Parties.
- 55. This Agreement will be construed in accordance with and governed by the internal, substantive laws of the State of Texas, excluding reference to any principles of conflicts of law that would require the application of the law of any jurisdiction other than Texas, and jurisdiction shall lie with any state or federal court sitting in Travis County, Texas except for disputes related to Distributor's payments or failure to make payments to Supplier as required by this Agreement for which disputes jurisdiction shall lie exclusively with the Cuyahoga County Court of Common Pleas, State of Ohio and such disputes shall be governed by the laws of the State of Ohio
- 56. In the event of an action to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to an award of the costs incurred thereby, including reasonable attorney fees.
- 57. The Parties have executed this Agreement, in multiple counterparts, each of which shall be deemed to be an original. A facsimile signature shall be deemed to be binding as an original signature.
- 58. This Agreement is and shall be deemed jointly drafted and written by the Parties and shall not be construed or interpreted against any of the Parties whether or not it originated or prepared it.
- 59. This Agreement shall be binding upon and inure to the benefit of and be enforceable by and between the respective successors and assigns of the Parties. The aforesaid recitals are incorporated herein by reference.
- 60. Time is of the essence to the Parties executing this Agreement.
- 61. Nothing herein is intended or shall be construed to confer upon any Person, other than the Parties hereto and their respective successors and assigns, any rights, remedies or other benefits under or by reason of this Agreement.

#### SIGNATURE PAGE FOLLOWS

NTK (MG)

METRON NUTRACEUTICALS, LLC:

By:

Dr. Nikolaos Tsirikos-Karapanos President

SOZO GLOBAL, INC.:

By:

Mark Adams, Chairman and

Chief Executive Officer

#### **EXHIBIT "A"**

<u>"Product":</u> Water solution of <u>Hydrolyzed Clinoptilolite Fragments with Vitamin-<u>C</u> (HCF-C) in a concentration between 350 mcg/ml and 400 mcg/ml.</u>

# [A] Description of "HCF-C"

- HCF-C is produced by incorporating vitamin-C into a water solution of <u>Hydrolyzed</u> Clinoptilolite Fragments ("HCF")
- HCF is produced by hydrolyzing zeolite clinoptilolite (Sodium aluminosilicate)
- Production of HCF was discovered by Dr. Nikolaos Tsirikos-Karapanos
- Sodium aluminosilicate is a non-water soluble, non-absorbable salt
- Sodium aluminosilicate has a honeycomb 3D configuration
- Sodium aluminosilicate can absorb and retain heavy metals
- On April 2012, FDA granted sodium aluminosilicate GRAS (Generally Recognized As Safe) status (21 CFR §182.2727)
- Sodium aluminosilicate is an FDA approved anti-caking food additive designated with Enumber E-554
- HCF is a water solution of a water soluble mixture of sodium aluminosilicate fragments
- LC-MS analysis of HCF revealed clinoptilolite fragments with a molecular weight range of 218 to 620 Daltons

# [B] Intellectual Property Protections

- 12/31/2014: International PCT Patent Application Serial No: PCT/US2014/072923
  Production Of Water-Soluble Hydrolyzed Clinoptilolite Fragments and
  Nutraceutical Products Based On Water-Soluble Hydrolyzed Clinoptilolite
  Fragments
- 10/9/2015: U.S. Utility Patent Application Serial No: 14/879,233

  Production Of Water-Soluble Hydrolyzed Clinoptilolite Fragments and
  Nutraceutical Products Based On Water-Soluble Hydrolyzed Clinoptilolite
  Fragments
- 10/9/2015: International PCT Patent Application Serial No: PCT/US15/54824
  Production Of Water-Soluble Hydrolyzed Clinoptilolite Fragments and
  Nutraceutical Products Based On Water-Soluble Hydrolyzed Clinoptilolite
  Fragments



## EXHIBIT "B"

## Quota, Pricing and Ordering Terms

#### Quotas to maintain exclusivity:

Distributor agrees to meet the following Quotas of 30 ml bottles of Product from Supplier in order for Distributor to maintain the exclusivity granted to Distributor under this Agreement:

Distributor agrees to purchase from Supplier the following quantities of 30 ml bottles of Product as follows ("Minimum Purchase Requirements") in order for Distributor to maintain the exclusivity granted to Distributor under this Agreement:

#### Year 2015

Q1:0

Q2: 0

Q3: 0

Q4: 75,000 bottles; within seven (7) business days of the execution of this Agreement.

#### Year 2016

Q1: 25,000 bottles; within the first five business days of January 2016

Q2: 35,000 bottles; within the first five business days of April 2016

Q3: 50,000 bottles; within the first five business days of July 2016

Q4: 75,000 bottles; within the first five business days of October 2016

## Year 2017

Q1: 75,000 bottles; within the first five business days of January 2017

Q2: 75,000 bottles; within the first five business days of April 2017

Q3: 75,000 bottles; within the first five business days of July 2017

Q4: 75,000 bottles; within the first five business days of October 2017

As an additional Quota to maintain the exclusivity granted to Distributor under this Agreement, Distributor agrees to purchase from Supplier 300,000 30 ml bottles of Product annually after 2017 through the Term, proportionally by quarter. The failure by Distributor to purchase the quantities set forth herein for one quarter shall result in the permanent loss of Distributor's exclusive right to distribute the Product. However, prior to Distributor's loss of such exclusive right, Supplier shall first provide Distributor ninety (90) days' written notice of Distributor's failure to meet its Quota during which ninety (90) day period, Distributor may cure the deficiency by ordering and paying for the appropriate quantity of the Product to satisfy the Quota. Nothing contained herein shall be construed to entitle Supplier to contractual damages for breach in the event that Distributor fails to satisfy any Quotas or the Minimum Purchase Requirement. Supplier's sole remedy in the event Distributor fails to satisfy any Quota or the Minimum Purchase Requirement shall be revocation of exclusivity. Time is of the essence for all quotas.

[EXHIBIT "B" CONTINUES ON FOLLOWING PAGE]

NTK (MCG)

# **EXHIBIT "B" (CONTINUED)**

# Pricing (per 30 ml bottle per Purchase Order ("PO")):

25,000 to 200,000 bottles	\$5.90*
200,001 to 500,000 bottles	\$5.71*
500,001 and above	\$5.50*

<sup>\*</sup> If Supplier's cost to acquire raw materials and/or ingredients for the production of the Product increases by more than ten percent (10%) of the then existing cost of said raw materials and/or ingredients, then Pricing shall increase to reflect said cost increase. Pricing shall also be subject to Paragraph 22 of this Agreement.

## Payment Terms:

Within seven (7) business days of the execution of this Agreement, Distributor will place the initial Purchase Order of 75,000 bottles for Q4 2015 as a first Purchase Order, which is attached hereto as Exhibit "D." With the exception of the first Purchase Order, all future Purchase Orders ("PO") shall be paid as follows: fifty percent (50%) of each total PO shall be paid upon placement of the order and the remainder paid thirty (30) days after receipt of the order by Distributor. The first order shall be paid seventy-five (75%) of the total order paid upon placement by Distributor of the first PO on or before the seventh business day following the execution of this Agreement, and the remaining twenty-five (25%) paid thirty days after receipt of the order by Distributor. For the purposes of this paragraph, the date of Distributor's receipt of the Product shall be (i) the date on which the Distributor is notified in writing by Supplier that an order is ready for pick-up by Distributor, or (ii) if later than the foregoing, date of notification, the date that the Product is actually made available to Distributor for pick-up at Supplier's designated CMO(s) and/or fulfillment center(s).

## **Ordering Terms:**

- Minimum Purchase Requirements shall be made by PO by the first business day of each quarter as provided above;
- Additional POs may be placed at any time pursuant to the Agreement.
- Minimum per additional PO is twenty-five (25,000) thousand bottles.
- Additional POs beyond Minimum Purchase Requirements POs may take additional time to fulfill based upon the quantity ordered. Supplier shall make reasonable efforts to fulfill additional POs.



## Ordering Volume increases and required advance notice.

Comparison is made with the immediate previous 6 months mean of PO's

• 1% - 15% volume increase: No advance notice

• 15% - 25% volume increase: One month advance notice

• 25% - 50% volume increase: Two months advance notice

• 50% - 75% volume increase: Three months advance notice

• 75% - 100% volume increase: Four months advance notice

#### Inspection and Returns for Damage or Defect; Other Returns.

Distributor may inspect the Product for obvious damage at Distributor's option either when the Product is ready for shipment from Supplier's designated CMO(s) and/or fulfillment center(s).or within a reasonable time after Product arrives at Distributor's designated receiving location. If Distributor finds an obviously damaged or defective Product, it may reject the Product, and upon such rejection, Distributor will be entitled to request and receive, at Distributor's election: (i) a replacement for the damaged, defective or rejected item, (ii) a refund of amounts paid for such items, or (iii) credits toward future payments to Supplier in the amounts paid for such items. Distributor will also be entitled to return any such damaged or defective Product to Supplier at Supplier's expense unless Supplier notifies Distributor in writing within fifteen (15) days from the date of notice by the Distributor of the damaged or defective Product to dispose of the damaged or defective Product.



# EXHIBIT "C"

**Mutual Confidentiality Agreement:** 

(To Be Attached Prior to Execution)

# **MUTUAL CONFIDENTIALITY AGREEMENT**

This Mutual Confidentiality Agreement (this "Agreement"), entered into as of 6th day of October 2015 between METRON NUTRACEUTICALS, LLC, an Ohio limited liability company, 4600 Euclid Avenue, Suite 401, Cleveland, OH, 44103, USA (hereinafter referred to as "Metron") and SOZO Global, Inc., a Nevada corporation, 6101 W. Courtyard Drive, Bldg 5, Suite 100, Austin, Texas, 78730, USA (sometimes referred to herein as "SOZO"), sets forth the terms and conditions by which each party agrees to disclose certain of its Confidential Information to the other party for the sole purpose of evaluating the possibility of future business relationships between the parties (hereinafter referred to as "The Evaluation".)

WHEREAS, each party is interested in possible business opportunities and.

WHEREAS, in the course of The Evaluation, each party may be given access to the other party's Confidential Information, as such term is defined in this Agreement;

NOW THEREFORE, in consideration of the promises, the parties agree as follows:

- Confidential Information. "Confidential Information" includes any and all information, (1)whether oral, written, machine readable, in a physical embodiment or otherwise which is disclosed for the purpose of The Evaluation, provided that (i) if initially disclosed in tangible form, such information is identified at the time of disclosure by a conspicuous written legend, marking or stamp as being proprietary or confidential to the disclosing party, or (ii) if initially disclosed in a non-tangible (i.e., oral or visual) form, such information is identified as proprietary or confidential at the time of disclosure, is reduced to a tangible form and delivered to the receiving party within thirty (30) days after the original disclosure, and such tangible form is conspicuously identified with a written legend, marking or stamp as being proprietary or confidential to the disclosing party. It also includes but is not limited to, subject to compliance with the marking requirements of the foregoing sentence, information or materials prepared in connection with work performed under this or any related subsequent agreement and includes, without limitation, all of the following: work site information, the Parties' client roster information, financial statements, financial data, business plans, techniques, models, data, source code, object code. documentation, diagrams, flow charts, processes, procedures, "know-how", development or marketing techniques and materials, development or marketing timetables, strategies and development plans. including trade names, trademarks, customer, supplier, agent or person names and other information related to customers, suppliers, or agents, pricing policies and financial information, data and information relating to existing or former employees, agency, and contract personnel or applicants, and other information of a similar nature, whether or not reduced to writing or other tangible form, any other trade secrets or nonpublic business information. In addition to the above, subject to compliance with the marking requirements contained in the initial sentence of this Section (1), any information provided by Metron which references any Metron product and any Metron product related process including but not limited to process involving water-soluble hydrolyzed clinoptilolite fragments and any nutraceutical products based on water-soluble hydrolyzed clinoptilolite fragments will also be considered "Confidential Information".
- (2) <u>Use of Confidential Information</u>. Each party agrees to protect the confidentiality of the Confidential Information of the other in the same manner that it protects the confidentiality of its own



proprietary and confidential information of like kind. Access to the Confidential Information shall be restricted to those of each parties' personnel engaged in use required by The Evaluation. Such personnel shall be advised of the confidential nature of the material received and shall be required to observe the provisions of confidentiality set forth herein.

- (3) <u>No Copies</u>. The Confidential Information may not be copied or reproduced without the disclosing party's prior written consent.
- (4) Return of Confidential Information. All Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon the first to occur of (a) completion of discussions between the parties or (b) request by the disclosing party.
- (5) Exceptions. Nothing in this Confidentiality Agreement shall prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies), (i) previously known to it without obligation of confidence, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of this Confidentiality Agreement.
- (6) <u>Judicial Proceeding</u>. In the event either party receives a subpoena or other valid administrative or judicial process requesting Confidential Information of the other party, it shall provide prompt notice to the other of such receipt, so that such other party may seek a protective order or other appropriate remedy. The party receiving the subpoena shall thereafter be entitled to comply with such subpoena or other process to the extent required by law.
- (7) No Transfer or Warranty. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except that the disclosing party warrants that it has the authority to make the disclosures contemplated hereunder.
- (8) Relief. The parties agree that remedies at law will be inadequate to protect against actual or threatened breach of this Agreement; and each party agrees in advance that the other party may seek injunctive relief in such other party's favor without proof of actual damages in addition to any other rights and remedies available to it.
- (9) <u>Term</u> This Agreement for the purposes of disclosure of Confidential Information shall remain in full force and effect, unless sooner terminated by mutual agreement, for a period of three (3) years from the effective date of this agreement. However, the confidentiality of the Confidential Information disclosed hereunder, and the knowledge gained as a result of the review thereof, shall survive the term of this agreement, and shall be maintained in confidence for a period of five (5) years.
- (10) No Commitment. Neither this Agreement nor any discussions or disclosures hereunder shall (a) be deemed a commitment or obligation to any business relationship, contract or future dealing with the other party, or (b) prevent either party from conducting similar discussions or performing similar work



to that hereunder, so long as such discussions or work do not violate this Agreement. Further, Metron acknowledges that as a science-based product-focused direct selling company that operates on a worldwide basis in multiple markets and as a curator of innovative product technologies, including both proprietary and licensed product technologies, SOZO on a routine basis considers, evaluates, and both enters into and declines to enter into product vendor arrangements and license agreements involving a variety of products in various markets and that SOZO's participation in an evaluation of Metron's product technology may enhance the understanding of SOZO, its affiliates and its and their representatives of the markets in which SOZO, its affiliates and its and their representatives may now, or in the future compete as an operator or in other capacities, and that such further understanding will not, in and of itself, be considered a violation of this Agreement, provided that SOZO does not breach this Agreement. In addition, Metron acknowledges that SOZO, its affiliates and its and their representatives will continue to pursue additional markets and product technologies worldwide and in the course thereof may become involved in businesses that are similar or identical to Metron's business, and Metron agrees that SOZO, its affiliates and its and their representatives shall not be restricted or prohibited from operating their respective businesses in the ordinary course, or from making any investments in or entering into agreements with any other businesses, including in either event businesses that do or may compete with Metron's business as now conducted or as may hereafter be conducted, provided that SOZO does not breach this Agreement.

- (11) <u>No Assignment</u> This Agreement may not be assigned by either party without the prior written consent of the other. No permitted assignment shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. Any assignment in violation of this Paragraph shall be void. This Agreement shall be binding upon the parties' respective successors and assigns.
- (12) <u>Construction</u> If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.
- (13) <u>Headings</u> The headings to the various sections are supplied solely for reference and are not to be construed in any way in interpretation of the substantive provisions of this Agreement.
- (14) <u>Authority</u> The undersigned individuals executing this Agreement hereby represent and warrant that they have the authority to make this Agreement on behalf of their company.
- (15) Entire Understanding: Modification; Jurisdiction Except as provided in paragraph one above this Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior oral communications, agreements and understandings relating thereto between the immediate parties herein. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties. This Agreement will be construed in accordance with and governed by the laws of the State of Ohio and jurisdiction shall lie with the Cuyahoga County Court of Common Pleas.

[EXECUTION PAGE FOLLOWS]



SOZO GLOBAL, INC.

By:

Mark Adams, Chairman and Chief Executive Officer

Dota

tte: 10 50 75

By:

Nikolaos Tsirikos-Karapanos, as President, METRON NUTRACEUTICALS, LLC Date:

Dr.

# EXHIBIT "D"

# First Purchase Order

(To Be Attached Prior to Execution)