



EarthKosher
 Kosher Certification Agency
 Rabbi Sholom H. Adler
 Senior Kashrus Administrator
 Rabbi Yehuda Goldman
 Chief Operating Officer

Folium Biosciences
 615 Wooten Rd STE 110
 Colorado Springs, CO 80920

KOSHER CERTIFICATE

KC# 176083 - 1
 23 Kislev, 5779
 December 1, 2018

The following products manufactured by Folium Biosciences are certified Kosher with the listed restrictions.

Name	K-ID	Status	Restriction	Size
PCR Water Soluble Powder	MGD-SCNP	Pareve	Symbol	

This certificate is VALID UNTIL August 1, 2019

Verify authenticity by entering K-ID at
www.digitalkosher.com

Handwritten signature: SHALOM H. ADLER



Rabbi Sholom H. Adler, Senior Kashrus Administrator

Orthodox Union



Established 1898

Union of Orthodox Jewish Congregations of America • איחוד קהילות יהודיות אורתודוקסיות באמריקה • 11 Broadway New York, NY 10004 * Tel: (212) 563-4000 * Fax: (212) 564-9058 * www.ou.org

October 9, 2018

Ms. Ashley Alexander
Arcadia Farms, Inc.
34 Arcadia Farms Road
Arden, NC 28704

Dear Ms. Alexander:

Enclosed please find a Private Label Agreement (PLA) for kosher certification of the following products that you wish to produce for CBD USA Grow

Please review, sign and forward copies to the respective private label company for signature and return together with payment of the enclosed invoice. Upon receipt of such, copies will be countersigned and forwarded to your attention along with authorization for use of the OU symbol on the above mentioned Private Label Company.

PLEASE BE ADVISED THAT THE OU EMBLEM IS A REGISTERED TRADEMARK AND AS SUCH, MAY NOT BE USED UNTIL:

You will receive a countersigned PLA from our office together with a Private Label Letter of Certification granting official authorization of the product(s) in question. Usage prior to written approval is a violation of the contractual agreement between the Orthodox Union and your Company.

If a signed PLA is not submitted to the Orthodox Union within four months of the date of this letter, the application for authorization will be withdrawn.

We wish you much success in this project.

Sincerely yours,

Rabbi Goodman
Rabbinic Coordinator
UNION OF ORTHODOX JEWISH
CONGREGATIONS OF AMERICA

Encl.



ORTHODOX UNION
 UNION OF ORTHODOX JEWISH CONGREGATIONS OF AMERICA
 ELEVEN BROADWAY, 13TH FLOOR / NEW YORK, NY 10004

INVOICE

Invoice Number	10/09/2018	\$ 250.00	1299797
Account Number			

Please reference your account and invoice numbers on all transactions
 Please enclose the payment with the signed Agreement

Wire Transfer Information:
 Bank: JPMorgan Chase Bank NA
 Account Name: Orthodox Union
 Account Number: 110077083
 Routing (ABA #): 021000021
 CHASUS33

Arcadia Farms, Inc.
 34 Arcadia Farms Road
 Arden, NC 28704
 . Accounts Payable

Enclose the top portion with your payment, or see wire transfer instructions above.

Arcadia Farms, Inc.
 34 Arcadia Farms Road
 Arden, NC 28704

Invoice #	10/09/2018	\$ 250.00	1299797
Account #			

Description	Amount
KASHRUTH PRIVATE LABEL	
Private Label Registration Fee	
CBD USA Growm	
	\$250.00
Total Amount Due:	\$250.00 USD

UNION OF ORTHODOX JEWISH CONGREGATIONS OF AMERICA

Payable in US Dollars

For any inquiries please contact your Rabbinic
 Coordinator: Rabbi Zvi Goodman at: 212-613-8294 or
 goodmanz@ou.org

11 Broadway, 13th Floor, New York, NY 10004
 (212) 563-4000 fax (212) 564-9058



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PRIVATE LABEL AGREEMENT

THIS PRIVATE LABEL AGREEMENT (this "Agreement") is entered into as of October 9, 2018 ("Effective Date"), by and between the Union of Orthodox Jewish Congregations of America, a State of New York nonprofit corporation (the "OU"), and Arcadia Farms, Inc., located at 34 Arcadia Farms Road Arden, NC 28704 (the "Company"), and CBD USA Grow, located at Foreign Trade Zone 33 Pittsburgh, PA 15231 (the "Distributor"), OU, the Company and the Distributor shall each also hereinafter be referred to, individually, as a "Party" and, collectively, as the "Parties."

RECITALS:

WHEREAS, among other things, the OU performs kosher certification services throughout the world, and is the exclusive owner of the OU certification mark, (the "OU Symbol"), a registered trademark with the U.S. Patent and Trademark Office; and

WHEREAS, the OU and the Company are parties to a separate Certification Agreement ("Certification Agreement") enabling Company to produce certain products with an OU Symbol, according to the terms and conditions of such Certification Agreement; and

WHEREAS, the Company and Distributor would like the Company to produce Distributor's products, (such products, "Private Label Products"); and

WHEREAS, Company and Distributor would like to place an OU Symbol on certain Private Label Products; **NOW, THEREFORE**, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. Certification of Private Label Products.

- (A) The certification of Private Label Products shall be contingent upon the Company and the OU having entered into, and being subject to, the Certification Agreement, and shall be contingent upon the Company's compliance with the terms and conditions of such Certification Agreement.
- (B) Company agrees that Private Label Products produced and/or processed by the Company shall be subject to all the terms and conditions of the Certification Agreement, and for purposes of the Certification Agreement, any Private Label Product shall be considered a Company product under the Certification Agreement.
- (C) The Distributor shall not cause or permit any product that is identical or similar to an OU certified Private Label Product (each, a "Similar Product") to be produced, manufactured, processed, packaged, or labeled at any other company, whether or not such product bears the OU Symbol, without first obtaining the prior written consent of the OU. For the avoidance of doubt, Distributor wishing to produce Similar Products at several companies may do so if Distributor obtains prior written authorization from the OU, and such authorization may be granted in the form of a Private Label Agreement with another company.
- (D) OU certified Private Label Products shall be manufactured only at the plant listed on Schedule A attached hereto and incorporated herein by reference (such plant(s) the "Plant(s)"), and shall only be authorized to place the specific OU Symbol as listed in Schedule A. Company and/or Distributor shall notify the OU if any Private Label Product ceases to be produced at a Plant.
- (E) The OU Symbol shall be the only kosher certification symbol that appears on the label of a Private Label Product, unless the Company and the Distributor obtain the prior written consent of the OU.
- (F) Company and/or Distributor may only place an OU Symbol on a Private Label Product(s) listed in Schedule A attached hereto and incorporated herein by reference. Company and Distributor must obtain prior written permission from the OU before adding to, or modifying the Schedule A.
- (G) The Company or Distributor shall not remove unused labels and/or packaging materials bearing the OU



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Symbol from a Plant without first obtaining the prior written consent of the OU; upon termination of this Agreement all unused labels and packaging materials bearing the OU Symbol shall be, at the OU's option, immediately excised transferred to a new plant which has been certified by the OU, (b) destroyed, or the OU Symbol immediately excised therefrom, in each instance, in the presence of OU representatives, or (c) remitted to the OU.

(H) Upon the Company's or Distributor's material breach or violation of any of the terms or conditions of this Agreement, or the Company's breach or violation of the Certification Agreement, as determined by the OU in its sole discretion, the OU shall notify the Company or the Distributor of such breach or violation, and the OU shall have the right to demand, and the Company and/or the Distributor agree to implement, without limitation, one or more of the following remedies and/or actions:

- (1) Immediate recall of a product bearing an OU symbol from the market;
- (2) Publication of advertisements, to be drafted by the OU, at the Company's or Distributor's expense, in newspapers, magazines and other media, notifying the public of the non-approved status of a Private Label Product, with a maximum aggregate cost to the Company and/or Distributor of \$5,000.00; and/or
- (3) Termination of this Agreement, and destruction of all packaging material in accordance with Section 1(G) herein.

(I) **Unauthorized Use of the OU Symbol; Liquidated Damages.** If, at any time, the Company or the Distributor (A) uses or displays the OU Symbol in a manner not authorized by the OU, the Company and Distributor, jointly and severally, hereby agree to pay to the OU, as liquidated damages, \$750.00 in the aggregate, for each day that the Distributor's product displays the OU Symbol in such unauthorized manner. The Company and Distributor hereby agree that the \$750.00 per day payment amount is (1) a reasonable estimate of the damages that the OU will likely sustain as a result of the Company's or Distributor's unauthorized use or failure of compliance, and (2) not intended to constitute a penalty for any purpose. The OU's enforcement of any of its rights set forth in this Section 1(I) shall not prejudice and/or prejudice any other rights and/or remedies (in law and/or in equity) that the OU may have in the event that any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached by the Company or the Distributors.

(J) **Term.** The term (the "Term") of this Agreement shall commence on the Effective Date and shall terminate on **June 30, 2019** (the "Initial Termination Date"). This Agreement shall be renewed and extended automatically for periods of twelve (12) additional months thereafter, unless a Party terminates this Agreement upon at least thirty (30) calendar days written notice to the other Party prior to an anniversary of the Initial Termination Date.

(K) **Annual Private Label Certification Fee.** The Company shall pay to the OU an initial registration fee of \$250.00 for the registration of a certified Private Label Product, and an annual amount of \$250.00 annual certification fee for each subsequent Term or part thereof, such amount subject to change upon written notification to the Company.

(L) The Company and/or Distributor may not (a) use the names, logos, emblems, symbols, trademarks, service marks and copyright rights of the OU, and/or (b) engage in any advertising, press release or other public communications, web site or internet marketing, electronic mail solicitation or marketing, or direct mail or facsimile transmission or telemarketing campaigns (collectively, "Advertisement"), which refer to or mention the OU, the OU Certification, or the OU Symbol. Notwithstanding the previous sentence, so long as the Company and the Distributor are in compliance with the terms and conditions of this Agreement, (a) the OU Symbol may appear in the Distributor's Advertisement of a Private Label Product if the Advertisement includes a picture, photo, drawing or other likeness of the packaging of such Product and the OU Symbol is displayed, as it typically and normally appears, on such packaging, and (b) the Distributor may make reference in its Advertisements of a Private Label Product that such product has OU Certification so long as the Distributor only states that such product is "certified as kosher by the OU."

(M) A certified Private Label Product bearing the OU Symbol shall not contain any food in addition to such product, such as a promotional insert, even if such food is separately wrapped, unless the Company and Distributor obtain the prior written consent of the OU.

SECTION 2. Indemnification and Limitation of Liability.

(A) The Distributor and Company hereby agree to indemnify and hold the OU (and the OU's directors, officers, employees, stockholders, principals, managers, members, partners, agents and representatives) (each, an "Indemnified Party") harmless from and against any demands, claims, losses, costs, damages, liabilities, penalties,



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times and expenses (including court costs and reasonable fees of attorneys and other professionals) arising out of, the Distributor's private label product having an OU symbol on such product, (3) the safety of any Private Label Product or any Distributor's product that has an OU Symbol, including, without limitation, any effect that such product may have or may have had on the physical and/or mental health of any person, whether related to or resulting from the certification of such product by the OU or otherwise. For purposes of clarification, and with respect to the OU and the Company, this Section 2 shall not preclude the OU from any indemnification provided for in the Certification Agreement.

(B) Promptly after receipt by an Indemnified Party of notice of the commencement of any action, such Indemnified Party shall, if a claim for indemnification in respect thereof is to be made against the Distributor, deliver to the Distributor written notice of the commencement thereof, and the Distributor shall have the right to assume and manage the defense thereof (with counsel reasonably satisfactory to the OU), including the right to settle, compromise and/or litigate with respect to any such claim (but only after obtaining the OU's and such Indemnified Party's prior written consent with respect to any proposed settlement, compromise or litigation).

(C) In no event and under no circumstances shall the OU be liable to the Distributor and/or the Company for any damages, including, without limitation, direct, special, incidental, indirect, punitive or consequential damages, loss of use of capital, lost profits, lost revenues, commissions, or compensation of any kind, whether or not such damages were foreseeable or in any way arising out of, related to, or resulting from this Agreement (including, without limitation, any claim of activity incident to (1) the OU's provision, non-provision or termination of Kosher Certification for a Private Label Product of the Distributor, (2) the OU's taking of any action under, pursuant to or in connection with this Agreement, (3) any determination or decision made by the OU under, pursuant to or in connection with this Agreement, or (4) the OU's termination of this Agreement (for any reason)).

SECTION 3. General Provisions.

(A) **Governing Law.** This Agreement is deemed to be executed and delivered in the State of New York and shall be construed and enforced in accordance with the laws and decisions of the State of New York applicable to contracts made and performed entirely within the State of New York, without regard to the State of New York's conflicts of law provisions.

(B) **Venue.** Each Party unconditionally and irrevocably submits to and accepts the exclusive jurisdiction of any state or federal court of competent jurisdiction located in the County, State of New York or the City of New York for the purposes of any suit, action or other proceeding between the Parties, whether arising out of, related to, or resulting from this Agreement or otherwise. Each Party further unconditionally and irrevocably waives any objections, including improper venue or based on the grounds of *forum non conveniens*, which it may have to the bringing of any action, suit or proceeding between the Parties, whether arising out of, related to, or resulting from this Agreement or otherwise, in any state or federal courts located in the County, State of New York or the City of New York, and hereby further and unconditionally and irrevocably waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient or inappropriate forum.

(C) **Severability.** If any portion of this Agreement shall be declared invalid by any order, decree or judgment of a court having jurisdiction over the Parties and/or the subject matter of this Agreement, this Agreement shall be construed as if such portion had not been inserted herein except when construction under those circumstances would operate as an undue hardship on any Party or constitute a substantial deviation from the general intent and purpose of the Parties as reflected in this Agreement.

(D) **Attorneys Fees.** Notwithstanding any other provision contained herein or in any other document to the contrary, the Company and the Distributor shall pay all costs, fees and expenses, including attorneys' fees, incurred by the OU (1) in enforcing or implementing its rights and/or remedies under this Agreement, and/or (2) in connection with any litigation or dispute between the Parties arising out of, related to, or resulting from this Agreement.

(E) **Notice.** Any notices required or permitted hereunder shall be given to the appropriate Party at the address specified on the signature page here to or at such other address as the Party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address, one (1) business day after dispatch if sent by a nationally recognized courier or overnight delivery service, on the date of dispatch if sent by facsimile for which confirmation of transmission is provided, or, if sent by certified or registered mail, three (3) business days after the date of mailing.



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(F) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one original Agreement, and in the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"OU" UNION OF ORTHODOX JEWISH
CONGREGATIONS OF AMERICA,
KASHRUTH DIVISION

Rabbi Goodman
Rabbinic Coordinator

Ashley Alexander

CBD USA Growm

Deborah Gestner



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SCHEDULE A

PRODUCT NAME (By Company Name)	PRODUCT NAME (By Distributor Name)	GROUP	DISTRIBUTOR BRAND NAME	SYMBOL/ STATUS
CBD Water	Water + CBD	3	Above Water	OU

LOCATION(S) OF PLANT OR MANUFACTURING SITE

NAME	ADDRESS	USDA CODE
Arcadia Farms, Inc. - Arden	Arden NC 28704	

Goodman, Zvi

From: Goodman, Zvi
Sent: Tuesday, October 9, 2018 1:30 PM
To: Ashley Alexander (ashley.alexander@arcadiabev.com)
Subject: FW: New Private Label
Attachments: PRODUCT Application.xls; FINAL VERSION T WATER LABEL.jpg; SKM_C335118100911340.pdf; PLA Arcadia Farms, Inc. - CBD USA Grown.pdf

From: Zuntz, Yocheved
Sent: Tuesday, October 09, 2018 1:25 PM
To: Goodman, Zvi
Cc: Friedman, Yudi
Subject: FW: New Private Label

PLA attached, ou

From: Goodman, Zvi
Sent: Tuesday, October 9, 2018 11:51 AM
To: Friedman, Yudi <yudi@ou.org>
Subject: FW: New Private Label

From: Ashley Alexander [mailto:ashley.alexander@arcadiabev.com]
Sent: Tuesday, October 09, 2018 11:40 AM
To: Goodman, Zvi
Subject: New Private Label

Good Afternoon,

Please see attached for a new private label request. This also includes a new ingredient and product sheet.

Thank you,
Ashley

Ashley Alexander
Beverage Scientist

Arcadia Beverage
34 Arcadia Farms Road | Arden | NC | 28704
Office: (828) 684-3556 | Ext: 113 | Mobile: 828-606-3354
ashley.alexander@arcadiabev.com
www.arcadiabev.com



Confidential and Privileged - The information contained in this electronic message may be privileged and confidential information intended for the sole use of the addressee. If the reader of this electronic message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this electronic message in error, please notify me immediately by responding to this message.

Large Clear Margin/Glue Area
Is For Largest Fold Side Only
4mm
(3mm clear, 1mm print overlap)

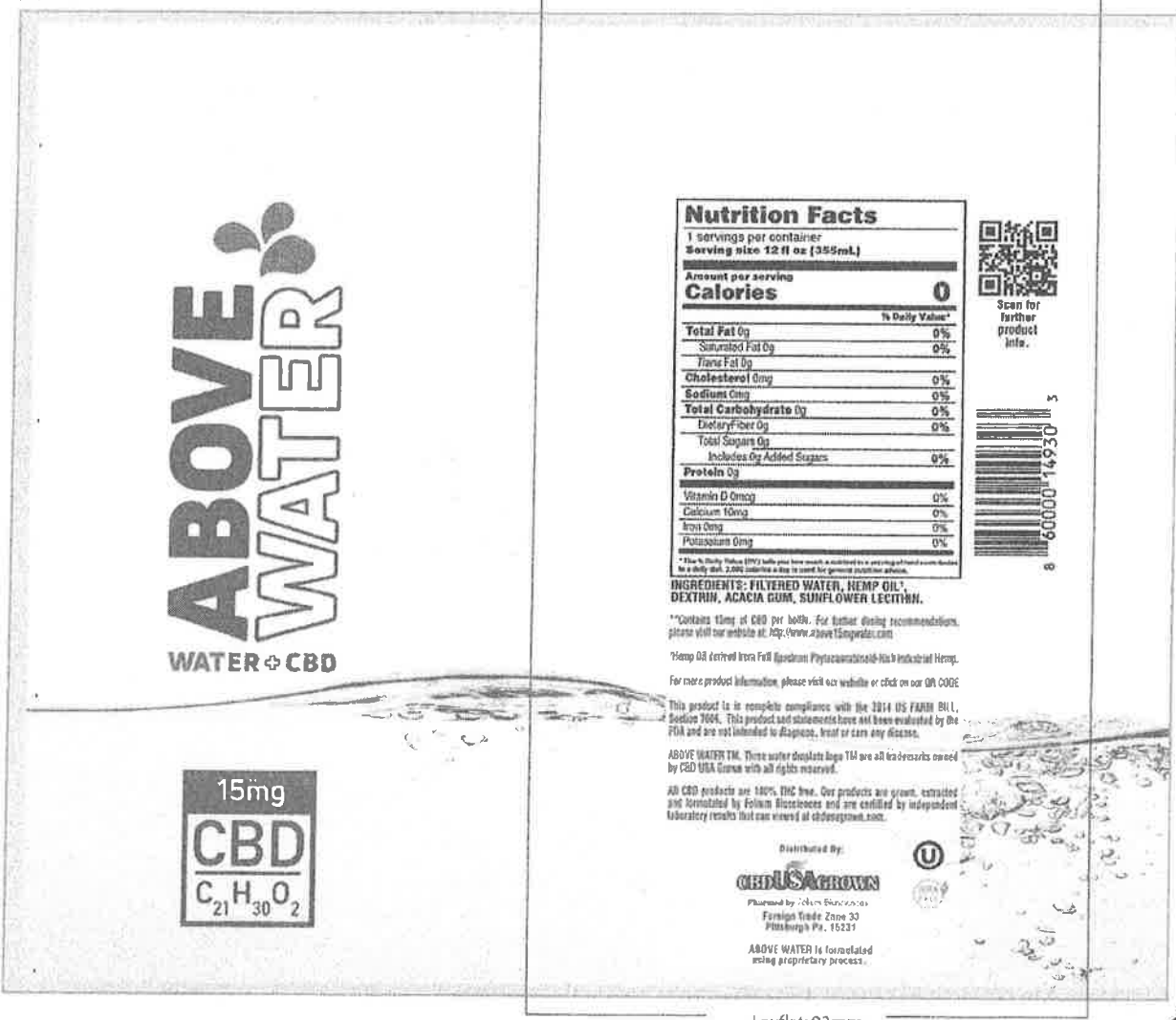
Clear Area

Slit Width: 193mm

Clear Margin Area
2mm

Cut Length:
165.1mm
(6.5")

Clear Margin Area
2mm



Nutrition Facts	
1 servings per container	
Serving size 12 fl oz (355mL)	
Amount per serving	
Calories 0	
% Daily Value*	
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	0%
Cholesterol 0mg	0%
Sodium 0mg	0%
Total Carbohydrate 0g	0%
Dietary Fiber 0g	0%
Total Sugars 0g	0%
Includes 0g Added Sugars	0%
Protein 0g	
Vitamin D 0mcg	0%
Calcium 10mg	0%
Iron 0mg	0%
Potassium 0mg	0%

INGREDIENTS: FILTERED WATER, HEMP OIL*, DEXTRIN, ACACIA GUM, SUNFLOWER LECITHIN.

*Contains 10mg of CBD per bottle. For further dosing recommendations, please visit our website at: <http://www.abovecbd.com>

*Hemp Oil derived from Full Spectrum Phytocannabinoid-Rich Industrial Hemp.

For more product information, please visit our website or click on our QR CODE

This product is in complete compliance with the 2014 US FARM BILL, Section 7606. This product and statements have not been evaluated by the FDA and are not intended to diagnose, treat or cure any disease.

ABOVE WATER™. Three water chocolate bags™ are all trademarks owned by CBD USA Grown with all rights reserved.

All CBD products are 100% THC free. Our products are grown, extracted and formulated by Echlin Biosciences and are certified by independent laboratory results that can viewed at cbdoilsgrown.com.

Distributed By:
CBD USA GROWN
Pharmaceutical Biosciences
Foreign Trade Zone 33
Pittsburgh, PA, 15237

ABOVE WATER is formulated using proprietary process.

Layflat: 93mm

Note: Layflat area may move left to right

Signed: *[Signature]* Date: 8/22/2018 OK to print as is OK to print with corrections Make corrections and re-proof

Please verify or provide all specifications in the boxes below and then sign your name in the appropriate space above. Please note: When viewing this PDF Proof on screen, the Overprint Feature must be turned on.

Colors: (Color name not given)

S1: Yellow S6: White

S2: Magenta

S3: Cyan

S4: Black

S5: 293

Varnish:

Spot High Gloss Var.

Matte Var.

Spot Matte Var.

Satin Var.

N/A

Roll Wind Direction:

#1 THIS WAY

#2 AWA SELL

Cut Stacks

Label Description:
Above Water

DATE: 08/20/18

Measurements:
Slit Width: 191mm
Cut Length: 165.1mm
Lay Flat: 93mm

Contact:
NIA KAYLANY

Prepared By:
R. Escobedo

infinite packaging group
712 Valley Forge Circle • Suite 200
Levittown, PA 19057
Phone: 912-621-8030 • Fax: 912-621-6099

Please review proof carefully for correct colors, copy position, spelling and graphics. In addition, please verify correct bleed size and shape. If additional changes are required, please indicate changes and sign in appropriate area and return this copy ASAP to prevent further delays in production. If no changes are required, please sign in appropriate area and return proof via mail, PDF or fax. All colors on this proof are meant to replicate PMS colors used at press. Please consult PMS Color Guide for final approval of all colors.

IMPORTANT: L.P.G. WILL NOT PROCEED TO PRESS WITHOUT A SIGNED PROOF APPROVAL.
Form Rev 0316

Orthodox Union

KASHRUTH DIVISION

Request For Private Label Authorization

Date: 10-9-2018

THIS FORM MUST BE SUBMITTED:

- (A) PRIOR TO PRODUCTION FOR A NEW PRIVATE LABEL COMPANY (WHERE PACKAGING BEARS THE @ SYMBOL.
- (B) PRIOR TO PRODUCTION OF A NEW PRODUCT(S) FOR A PREVIOUSLY APPROVED PRIVATE LABEL COMPANY.

Use the name of the Company as it is known to the OU:

Manufacturer: Arcadia Farms (Arcadia Beverage)
Contact/Title: Ashley Alexander / Bev. Scientist
Telephone: 828-601-3354

Please specify below where the Private Label Product(s) will be manufactured:

Plant: Arcadia Farms (Arcadia Beverage)
City/State: Arden, NC

Distributor: (must match Distributor info on packaging)

CB D USA Grow

Address: Foreign Trade Zone 33
Pittsburgh, PA 15231
Contact/Title: Deborah Gerner / Founder
Telephone: 412-377-1151
E-mail: cb.d.usa@gmail.com

Is your company currently @ approved to produce for the above named Distributor? Yes No

Is this product currently @ approved for your company under other brand names?

Yes (existing product/new brand) No (new product)

If "No" please submit a "Request for Product Approval" together with this form.

Formula is owned by Manufacturer Distributor

Please give the name of the Product and Brand name exactly as it appears on the label. Any number that is part of the product name must be included. Label artwork must be included.

Company Product Name	Distributor's Product Name	Brand to Appear on P.L. Product
Example: Ripple Potato Chips	Crinkle Cut Potato Chips	Big Al's
<u>Above Water</u>	<u>CB D Water</u>	<u>Above Water</u>

PLEASE NOTE THAT PRODUCTION FOR A NEW PRIVATE LABEL CANNOT BEGIN UNTIL OFFICIAL APPROVAL HAS BEEN GRANTED TO THE COMPANY BY THE ORTHODOX UNION.
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