

JOINT VENTURE AGREEMENT

This Joint Venture Agreement ("**Agreement**") is made on 5th September 2022 between

(1) **Juicy Grow GmbH**, a company duly incorporated under the laws of Germany, having company registration number HRB 214650 B, represented by Mr. Viktor Bitner and hereinafter referred to as ("**Partner 1**"), and

(2) **SDR Corporation Limited**, a company duly incorporated under the laws of Belize, having company registration number 173,862 and which is the owner of Dacha South Africa Pty Limited, represented by Mr. Willie van der Merwe and hereinafter referred to as ("**Partner 2**"),

who together with Partner 1 are hereinafter collectively called the "**Partners**"

BACKGROUND

The Partners have agreed to make contributions in order to establish the business of cultivation, distribution and sale of medical cannabis and its derivatives. (the "Business Interest").

It is therefore agreed:

1. **Purpose.** The Partners documented in this joint venture agreement shall establish a business for the cultivation, production, distribution and sale of the pharmaceutical grade cannabis and its derivatives, where one of the partners (Partner 1) is to provide the finance and the other partner (Partner 2) is to assume responsibility for the cultivation, packaging, and transportation to end buyers, of the pharmaceutical grade cannabis. The pharmaceutical grade cannabis shall be cultivated and produced in GMP compliant facilities from where the cannabis and its derivatives shall be distributed and shipped to end buyers.

2. **Contributions.** Each Partner will make a contribution to the establishment of the Business Interest:

Partner 1:

- to provide financing under this Joint Venture agreement venture, in the amount of EUR 5'500'000 (five million five hundred thousand euros) payable in cash and cryptocurrency to Partner 2. Within three (3) days as of the signature of this agreement, Partner 1 shall have caused the wire transfer of EUR 2'700'000 (two million seven hundred thousand euros) directly to the Nedbank South Africa bank coordinated provided by Party 2. At the same time the balance of EUR 2'800'000 (two million eight hundred thousand euros) shall be paid by Partner 1 to the crypto wallet account coordinates provided by Partner 2.
- It is documented herein that the contribution of the Partner 1 will be facilitated through **Top Credit OU** (the company registered in Estonia having registered address at: A. H. Tammsaare tee 47, 2nd Floor, TAMMSAARE BUSINESS CENTRE, 11316 Tallinn, Estonia). Top Credit OU shall be acting as a payment agent on behalf of the Partner 1. Any and all repayment terms and or interest obligations or fees charged by TOP Credit OU for their services to Partner 1, shall be the sole responsibility of Partner 1.



Partner 2:

- to make available GMP compliant and licensed cannabis grow facilities for the production of pharmaceutical grade cannabis and its derivative products;
- to grow and produce biomass from 280'000 (two hundred eighty thousand) plants of pharmaceutical grade cannabis during a period of 12 months, starting from the date the full funding contribution was received by Partner 2 from Partner 1;
- to arrange a process of logistics and global distribution, as well as sales of the produced cannabis and its derivatives.

3. Terms of Joint Venture.

3.1 Partner 1 hereby entrusts to Partner 2, and Partner 2 continuously provides necessary steps in order to establish the business of cultivation, distribution, and sale of the pharmaceutical grade cannabis and its derivatives, specifically:

- to contribute GMP compliant facilities which are duly certificated for the production of the cannabis and its derivative products;
- to grow and produce biomass from 280'000 (two hundred eighty thousand) plants of cannabis during the next 12-months;
- to arrange a sales process (incl. logistics and further distribution) for the produced cannabis and its derivatives during the next 12 months;
- to report on a weekly basis to Partner 1 regarding the course of the establishment of the Business Interest by email (including photo and video reports);
- to provide the Partner 1 with the access and ability to visit the facilities anytime with proper notice having been given;
- to deploy CCTV cameras in the facilities to ensure the security and ability to control the ongoing processes in the facilities as and when required.

3.2 Partner 1 shall provide a contribution in the form of the financing for the Business Interest in the amount of EUR 5'500'000 (five million five hundred thousand euros) payable in cash and cryptocurrency as provided for under clause 2 "Partner 1 Contributions". All costs and expenses related to this financial contribution to be borne by Partner 1. If this amount is arranged through a credit facility, the repayment of the credit amount as well as any interest charged thereon, shall be the sole responsibility of Partner 1.

The contribution of Partner 1 shall be used for the targeted purposes, specifically: to establish a process of cultivation (including all related cultivation costs, utilities, and logistics), distribution and sale of the medical cannabis. The Joint Venture cannabis grow schedule shall be described in Schedule A of this Agreement. In the event that the timeframe to fulfill the underlying contractual obligations under Schedule A hereto, is not met within the prescribed 12-month period, the period under this Agreement can be prolonged through mutual consent being given in writing, by both Partners.



4. **Cannabis Sale & Profits.** The profit which will be received by the Partners from the business under this agreement, shall be distributed equally between the Partners according to this Agreement as follows:

All the net profits generated by the Partners under this agreement, shall be distributed equally between the Partners. Each Partner 1 and Partner 2 shall therefore be entitled to 50% (fifty percent) of the Net profits made from the underlying cannabis business sales as envisioned under this agreement. The net profits referred to herein, shall be distributed and paid in either cash or cryptocurrency. All transactions related to the payment and receipt of cash or anonymous crypto payments shall at all times remain confidential. Net profits shall be defined as Amount of Sale of cannabis and its derivatives with the deduction of all related costs to the contribution and the sale transactions itself, including fees.

Net profits shall be distributed between the Partners within 10 (ten) days from the date of that such Net profits were generated by the Partners.

5. **Expenses of Venture.** All expenses incurred by the establishment of the Business Interest during the 12-month period of the venture will be paid by the Partners in accordance with Clause 2. Any other costs that may arise in connection with the Business Interest shall be carried by Partner 2.

6. **Liability of Partners.** Each partner shall be liable only for his own willful misfeasance and bad faith, and no one who is not a Partner to this Agreement shall have any rights whatsoever under this Agreement against the Partner for any action taken or not taken by the Partner.

If Partners 2 fails to fulfill its obligations according to this Agreement within the initial 12-month time period, the Partners may in writing mutually agree, to extend the time frame. It is however documented that Partner 1 has no obligation to agree to such an extension, and in that case, Partner 2 shall either;

6.1 Pay any shortfall of expected net profits due and payable as per the expectations under Schedule A to Partner 1, or

6.2 In the event of failing to meet any of its obligations and undertakings as contracted for herein under clause 2 ("Partner 2 Contributions"), refund Partner 1 in full any and all monies received from Partner 1. Failure to comply with these undertakings (except for instances of Force Majeure) will render Partner 1 with no alternative option as to liquidate Partner 1 or assume control over its Dacha South Africa Pty Ltd. Facilities.

7. **Terms of Termination.** This Agreement will terminate on the occurrence of either of the following events:

- (a) termination by mutual assent of all Partners;
- (b) full achievement of the Business Interest by the Partners under this Agreement.

8. **Communication Between the Partners.**

The Partners appoint the following contact persons with respect to execution of the Agreement and the Assignment:



The contact person of Partner 1 is:

Mr. Alex Vaimer, e-mail: Private@juicyholdings.com , mobile phone number: +4916 322 80740

The contact person of Partner 2 is:

Willie van der Merwe, e-mail: willie@dachacorp.com, mobile phone number: +2782 570 7673

The sole and official language of this Agreement is English. A notice given to a Partner under or in connection with the Agreement or the Assignment shall be written in English and sent to the Partner at the address given in this Agreement or to the contact person of the respective Partner indicated in Clause 8.

A notice given to a Partner under or in connection with the Agreement shall be considered delivered and effective:

- i. on the day of actual receipt if delivered by hand (as confirmed by the authorized signature of the recipient Partner);
- ii. on the next business day if sent to the e-mail address of a contact person indicated in Clause 8.

Each Partner shall notify the other Partner as soon as possible about the change of its legal address or appointment of a new contact person. If a Partner fails to notify the other Partner about the change of its legal address and/or appointment of a new contact person, the respective Partner bears full responsibility for non-receipt of notifications sent by the other Partner.

9. Confidentiality

Within the meaning of this Agreement, Confidential Information means all the information (however recorded or preserved) disclosed by a Partner or its employees, officers, representatives, or advisers (together its "**Representatives**") to the other Partner and that Partner's Representatives after the effective date of the Agreement, including information which:

1. relates to the existence and terms of this Agreement;
2. would be regarded as confidential by a reasonable person, relating to:
 - (a) the business, assets, affairs, customers, Partner 1's, suppliers, or plans, intentions, or market opportunities of the disclosing Partner;
 - (b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Partner;
 - (c) is developed by the Partners in the course of carrying out this Agreement.



The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Partner or its Representatives in breach of this clause); or
- (b) was available to the receiving Partner on a non-confidential basis before disclosure by the disclosing Partner, and the receiving Partner may provide written evidence to prove it; or
- (c) was, is or becomes available to the receiving Partner on a non-confidential basis from a person who, to the receiving Partner's knowledge, is not bound by a confidentiality agreement with the disclosing Partner or otherwise prohibited from disclosing the information to the receiving Partner; or
- (d) the Partners agree in writing is not confidential or may be disclosed.

Each Partner shall keep the other Partner's Confidential Information confidential and shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or disclose such Confidential Information in whole or in part to any third Partner, except as expressly permitted by this Agreement or is necessary for the fulfilment of the Assignment.

A Partner may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Partner as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other Partner in relation to the content of such disclosure.

Each Partner may disclose the other Partner's Confidential Information with the prior written permission of the other Partner.

Each Partner reserves all rights in its Confidential Information. No rights or obligations in respect of a Partner's Confidential Information other than those expressly stated in this Agreement are granted to the other Partner, or to be implied from this Agreement.

On termination of this Agreement, each Partner shall, upon the other Partner's written request:

return to the other Partner all documents and materials (and any copies) containing, reflecting, or incorporating the other Partner's Confidential Information; and

erase all the other Partner's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third Partners(to the extent technically practicable), provided that a recipient Partner may retain documents and materials containing, reflecting, incorporating, or based on the other Partner's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

- 10. Force Majeure:** If by reason of Force Majeure, either Partner hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other Partner within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed.



11. Entire Agreement: This Agreement (including all the documents referred to herein) constitutes the entire agreement between the Partners and supersedes any prior understandings, agreements, or representations by or among the Partners, written or oral, to the extent that they are related in any way to the subject matter hereof.

12. Governing Law: This Agreement, and any dispute or proceedings arising out of or in connection with it or its subject matter or formation (including non-agreement disputes or claims), shall be governed by, and construed in accordance with the substantive laws of Germany and the UK, without giving effect to its rules regarding conflicts of law.

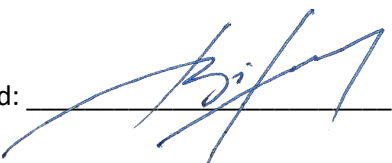
It is herein documented that the Partners shall always first attempt in good faith to resolve any disputes, controversy or claim arising out of or relating to the Agreement by negotiation and consultation between themselves. In the event that such dispute is not resolved on an informal basis within 14 days after one Partner provides notice to the other Partner of such dispute, either Partner may, by written notice to the other Partner, refer such dispute to the Chief Executives of both Partners. In case the Chief Executives of the Partners do not settle a dispute by mutual negotiations within 30 days (or such longer period as may be agreed in writing between the Partners) since the first day of negotiations, such dispute shall be referred to and finally resolved by a mediator appointed by both Partners and located in either London, UK or in Berlin, Germany, depending on which party filed a dispute. The Partners shall cooperate in good faith and select a mediator mutually acceptable to both Partners. The mediator's fees shall be paid by both Partners in equal parts, provided, however, that each Partner shall bear its own costs in connection with such mediation.

12. Signature of the Partners

This seven (7) page agreement is hereby ratified and executed by and between;

Signed for and on behalf of Partner 1:

Signed: _____



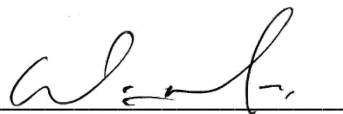
Dated: September 27th, 2022

Name: Viktor Bitner

Position: Director & Board member

Signed for and on behalf of Partner 2:

Signed: _____



Dated: September 27th, 2022

Name: WJ van der Merwe

Position: Director & CEO



Schedule A:

Partner 2 production and sales projections and schedules:

In exchange for the financial contribution of €5.5 million made by Partner 1 under the Joint Venture Agreement, Partner 2 will proceed with the following cannabis cultivation, sale, and payment schedule over a twenty-four (12) month period, starting from the date the €5.5 million cash & crypto contribution has been made by Partner 1, and received by Partner 2;

On receipt of the funding, Partner 2 will immediately proceed with a cultivation process, resulting in the first crops being available in 120 days (90 days growing & 30 days drying, cleaning & packaging), followed by an additional 4 harvests, one every 60 days thereafter.

First harvest:	120 days from start date (payment date)
Second harvest:	180 days from start date (payment date)
Third harvest:	120 days from start date (payment date)
Fourth harvest:	300 days from start date (payment date)
Fifth harvest:	360 days from start date (payment date)

The above process will be repeated for additional 12-month periods. The profits will increase exponentially as the growing cycles started during the first twenty-four months will be more frequent during the second twenty-four-month contract period.

During the second 12-month operational period, another 8-x revenue generated profit payments will be made from Party 2 to Party 1

At the time of signature of this agreement, the gross selling price per kilograms of pharma grade cannabis was €4000.00 per kilogram. It is expected that Partner 2 will continue to achieve this price objective.

NOTE:

Any and all crypto net profit according to this Agreement which belongs to the **Partner 1** shall be transferred to the following cryptocurrency wallet: USDT (format ERC-20): 0x66b290d26b51af319488d18d3b0d47726e4521a2

Any and all crypto net profit according to this Agreement which belongs to the **Partner 2** shall be transferred to the cryptocurrency wallet to be provided by Partner 2 at that time.

***** END OF SCHEDULE "A" *****

