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FUNDING AGREEMENT

This Funding Agreement (hereinafter the "**Agreement**") is entered into on October, 21th 2020 by and between the following parties:

- (1) **TRACAJA INVESTMENTS LTD**, a private company with headquarters at Craigmur Chambers, Road Town, Tortola, VG 110, British Virgin Islands, herein represented in accordance with its bylaws (hereinafter the "**Lender**"); and
- (2) **BUREY SA**, a company incorporated under the laws of Uruguay, registered in RUT cone No. 217963910016, with tax domicile in Brandzem, 1961/905, Montevideo, Uruguay, in this act represented by its attorney-in-fact, partner and director (CEO) **Sergio Merofa Junior**, of Brazilian nationality, holder of the Brazilian Passport No. FR 504152, resident and domiciled at Estrada dos Pinheiros 1001, Condomínio Fazendinha, Carapicuípa, SP, CEP 06355- 460, Brazil (hereinafter the "**Borrower**");

(Lender and Borrower hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**").

WHEREAS:

- (A) The corporate purpose of the Borrower is to produce natural extracts for pharmaceutical use, amongst which the product named Meroflex, bottled in 20ml bottles (the "**Product**") at the Borrower's facilities in Uruguay as well as to provide resources for the international expansion of the business;
- (B) The Lender and the Borrower and have jointly decided to obtain funds for the production and sale of the Product by the Borrower;
- (C) Lender wishes to provide funds to the Borrower, and Borrower wishes to obtain funds from Lender to further its development through the production and marketing of the Product, in order to become a profitable, stable, competitive and strong company with a stable position in the market and permanently growing economic performance.
- (D) The Parties wish to stipulate certain issues by this Agreement concerning in particular the terms whereby the funds will be provided to the Borrower by Lender for the production of the Product and repaid by Borrower to Lender, including certain other issues connected therewith.

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NOW, THEREFORE, the Parties agree as follows:

A. PREAMBLE

1. DEFINITIONS AND ASSUMPTIONS

1.1 For the purposes of this Agreement, the terms, if capitalized herein, shall have the meanings stated in the Preamble and in the designation of the Parties or as stated in this clause:

- “Confidential Information” has the meaning stated in clause 7.1 hereof;
- “Equity” means shares issued by the Borrower subscribed and paid in through the capitalization of the Loan;
- “Indemnified Party” has the meaning stated in clause 8.1 hereof;
- “Indemnifying Party” has the meaning stated in clause 8.1 hereof;
- “Case of Breach” has the meaning stated in clause 0 hereof;
- “Communication” has the meaning stated in clause 10.1 hereof;
- “Loan” has the meaning stated in clause 2.1 hereof;
- “Repayment Dates” has the meaning stated in clause 4.2 hereof;

1.2 In any clauses of this Agreement in which the Parties shall ensure that a third party shall perform a certain act, such covenant shall be construed to the effect that such Party undertakes by such covenant that a third party shall perform an act that has been agreed and shall provide compensation for any damage that the Parties may incur should the relevant act be not performed.

1.3 **Borrower Valuation.** Current valuation of 100% (one hundred percent) of the Borrower, which shall also be adopted for the purposes of repayment of the Loan to the Lender in Equity, is of USD 20,000,000.00 (twenty million US dollars).

B. LOAN

2. LOAN TO BE PROVIDED

2.1 Lender undertakes to provide funds to the Borrower in the fixed and non-readjustable amount of USD 550,000.00 (five hundred and fifty thousand US Dollars) (hereinafter the “Loan”). The Borrower undertakes to return the provided funds (including the interest agreed in Section 3 below) to Lender in accordance to the rules of repayment set forth in Section 4 below (which allows the Loan to be repaid in Equity on a subsidiary basis).

2.2 The Loan will be made available by Lender to Borrower pursuant to the drawdown schedule set out in Annex I. Lender shall provide the amount of the Loan to the Borrower

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by transfer to the Borrower's bank account, which shall be informed by Borrower to Lender in writing, pursuant to clause 10.1. The date when the Loan was provided shall be the date when the relevant amount was transferred from Lender's bank account to the Borrower's bank account, and the bank transfer confirmation shall be deemed as proof of payment and release. The Loan is not a revolving credit (*i.e.* Borrower shall not be entitled to repeatedly drawdown on a returned portion of the Loan).

2.3 Borrower shall bear all taxes, fees, duties, bank charges and any other costs arising from or connected with the drawdown and the repayment of the Loan.

3. INTEREST

3.1 The Borrower shall pay an interest to Lender in the amount of 4% p.a (four percent *per annum*). The interest shall accrue on each Loan drawdown amount provided, from the date when each portion of the Loan was provided until the relevant amount is repaid or converted into Equity, according to the assumption that every year has 365 days, and in the case of an interest for a period shorter than one year, such interest shall be calculated from the actual number of the days of such shorter period.

3.2 In the event of default in repaying any amount due under this Agreement, the Borrower shall be subject to the payment of a late payment fine of 10% (ten percent) over the overdue amount of the Loan plus default interest for the period between the first day of default and the day preceding the day when the amount due was repaid. The default interest rate shall be of 8.5% p.a. (eight point five percent *per annum*). The default interest shall be calculated on the assumption that every year has 365 days, and in the case of an interest for a period shorter than one year, such interest shall be calculated *pro rata* from the actual number of the days of such shorter period.

4. REPAYMENT

4.1 The Parties agree that the Loan shall primarily be repaid in cash to the maximum extent possible. Alternatively, should the Borrower not repay any of the installments of the Loan in the Repayment Dates set forth in clause 4.2, the outstanding balance of the Loan (including interest and late payment charges, if applicable) may be repaid, at Lender's sole discretion, with Equity, as per clause 4.4.

4.2 The Loan, including all interest accrued thereon as per clause 3, shall be repaid by Borrower in 20 (twenty) monthly installments of USD 27,500.00 (twenty seven thousand and five hundred dollars) (plus interest), which shall be due every 28th day of each month (or the first subsequent business day, as the case may be) starting from 28th February 2022 ("**Repayment Dates**").

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- 4.3 Repayment in cash shall be made by means of wire transfers from Borrower's bank account to Lender's bank account which details shall be informed from one Party to the other in writing, pursuant to clause 10.1, and each installment of the Loan shall be deemed settled upon the respective repayment amount being credited to said bank account of the Lender.
- 4.4 In the event of default of the Borrower in connection to the repayment of any of the installments of the Loan on any of the Repayment Dates set forth in clause 4.2, Lender may declare all outstanding sums, including all interest applicable, to be immediately due and payable, and demand, at its own discretion, the repayment with Equity, upon issuance of new shares by Borrower to be subscribed by Lender. The number of shares to be issued to Lender shall be calculated based on the amount of the outstanding sums of the Loan (plus interest and any other payments due by Borrower to Lender) due, considering a valuation of USD 20,000,000.00 (twenty million US dollars) per 100% of the shares of the Borrower. For reference purposes, the total amount of principal of the Loan (without any interest or adjustment) would correspond to a number of additional shares being issued to borrower corresponding to 2.275% of the Borrower's total shares (pre-money). The Borrower hereby undertakes to obtain prior and express approval from its shareholders in relation to the issuance of the new shares required for the repayment of the Loan, as well as to their subscription by Lender, irrevocably waiving any first refusal or similar right they may be entitled to by law or otherwise.

5. CASE OF BREACH

5.1 A "Case of Breach" means any of the following facts:

- (a) The Borrower has gone bankrupt or applies for any kind of administration, judicial or extrajudicial reorganization or creditor standstill;
- (b) An insolvency petition was filed against the Borrower and the Borrower fails to pay its relevant debt within the legal term;
- (c) The Borrower used the Loan for a purpose other than to produce and market the Product;
- (d) The Borrower issues any new shares or any type of convertible security to the its shareholders or to any third party before the Loan is repaid in full;
- (e) The Borrower fails to make any registrations, notifications or to take any other measures required by law in respect of the Loan or of this Agreement.

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5.2 Should any Case of Breach occur, that is not remediated within 30 (thirty) days following the delivery of a request for remedy, Lender may take one or several of the following measures at any time after such Case of Breach occurs:

- (a) to increase the Loan interest rate to up to 5% p.a. (five percent *per annum*) by notice sent to the Borrower, being the interest rate increased as from the date of the notice; and/or
- (b) to request that the Loan or a portion thereof at Lender's discretion is immediately repaid by the Borrower. In such an event, the Loan, including any interest accrued, shall become payable after expiration of 30 (thirty) days following the day when a request for repayment was delivered to the Borrower.

5.3 Lender shall not be obliged to provide any installments of the Loan that were not yet disbursed to the Borrower if a Case of Breach occurs and is not remedied within the applicable term.

6. COOPERATION AND PROVISION OF INFORMATION. NO VIOLATION.

6.1 Each of the Parties undertake to take all possible steps, including the exercise of the voting rights that it directly or indirectly exercises, at general meetings or waiver of all (for example preemptive or first refusal) rights to ensure that the conditions of this Agreement are fulfilled. Each of the Parties shall perform all other acts and steps necessary or appropriate for the performance of this Agreement, including execution of any corporate documents required in case of repayment of the Loan or a portion thereof with Equity.

6.2 The Parties undertake to provide each other with all other information necessary for the due exercise of their rights and the due performance of their obligations arising from this Agreement.

6.3 The Borrower represents and warrants that the execution of this Agreement and the implementation of the terms and conditions provided herein do not violate or conflict with any legal, corporate or contractual provisions which they are bound or subject to.

6.4 The Borrower undertakes to deliver to the Lender its updated cap table (including all shareholders and all third parties with any convertible rights), within 10 (ten) business days from the date hereof.

7. CONFIDENTIALITY

7.1 The Parties shall take into account that the contents of this Agreement and the other agreements envisaged by this Agreement and the information mutually disclosed or

otherwise obtained by the Parties, whether in writing or in any other form, whether disclosed or obtained during negotiations on the conclusion of this Agreement and other related agreements or in the course of the performance of the same, shall constitute confidential information and each Party's business secrets, and as such shall be protected by law (hereinafter the "**Confidential Information**"). None of the Parties shall disclose the Confidential Information to any third parties and shall protect it against theft and disclosure.

7.2 The confidentiality obligation arising from this section shall not apply to any Confidential Information that:

- (a) is or has become a part of the public domain or publicly accessible through no fault of the relevant Party or persons to whom a Party disclosed the Confidential Information in compliance with this Agreement;
- (b) was disclosed to the relevant Party by a third party without breaching the confidentiality obligation, unless such Party is not aware of such breach;
- (c) the relevant Party is obliged to publish, provide or disclose to a third party on the basis of applicable legal regulations or a decision of any relevant authority;
- (d) was provided to the Borrower's funding or potential funding bank; or
- (e) was disclosed to a third party on the basis of a written agreement between the Parties.

7.3 The Parties shall be entitled to disclose the Confidential Information to their legal and tax advisors; in so doing, they shall be obliged to undertake such persons by the confidentiality obligation insofar as set forth in this section under the condition that such persons shall not be entitled to disclose any Confidential Information to any other persons.

8. INDEMNIFICATION

8.1 Each Party shall be liable *vis-à-vis* the other Parties for any damage caused by breaching such Party's obligations arising from this Agreement or by the fact that its declarations and representations are untrue. Each Party (hereinafter the "**Indemnifying Party**") undertakes to provide compensation for any damage, including all expenses and costs, which shall also include expenses and costs of legal and/or other professional assistance incurred by the other Parties (hereinafter the "**Indemnified Party**") as a result of the fact that (i) a representation of the relevant Indemnifying Party is untrue and/or (ii) any undertaking, obligation or covenant was breached by the Indemnifying Party arising from this Agreement that is not remedied within 30 days following the receipt of the Indemnified

Party's request for remedy, if another remedy period is not specified in relevant section or clause herein.

- 8.2 The contractual penalties stipulated in this Agreement shall be payable on the basis of the rightful Party's request within the deadline set forth by such Party, which in any case shall be no shorter than 14 days. Should no such deadline be set forth, it shall be five business days following the delivery of the request for payment. An invoice or any other statement shall also constitute a request for payment of a contractual penalty. In addition to the contractual penalty, the breaching Party shall also be obliged to provide compensation for any damage arising from breaching an obligation to which the contractual penalty applies, but only insofar as the damage exceeds the contractual penalty paid.

9. TERM OF THE AGREEMENT

- 9.1 This Agreement shall remain in force and effect until the Loan (plus any accrued interest, late payment fine, default interest or any other amount due by Borrower hereunder) is repaid in full, and shall only be terminated by a written agreement between the Parties. Parties hereby expressly exclude application of all legal provisions that would otherwise give rise to the right of any of the Parties to rescind this Agreement for reasons other than those expressly set forth in this Agreement.

10. FINAL PROVISIONS

- 10.1 Delivery. Any and all calls, requests, claims, communications, applications, providing information etc. between the Parties under this Agreement (hereinafter the "**Communication**") that are to be done or given to a Party under this Agreement shall be given by the relevant Party in writing and in English language. The Communication, unless set forth otherwise in this Agreement, shall be deemed duly given or made to the other Party if delivered in person or by registered mail, delivery receipt required, or by e-mail to the below-mentioned address of the relevant Party or to such another address that the relevant Party states in the Communication sent to the other Parties under this section.

Lender:

Address: Rua Fernão Dias, 110, conjunto 07-A, Pinheiros, CEP 05427-010, São Paulo/SP, Brasil.

Attn.: Emílio Vieira

e-mail: emilioapvieira@gmail.com

Borrower:

Address: Brandzem, 1961/905, Montevideo, Uruguay.

Attn.: Sérgio Merofa

e-mail: merofa@hotmail.com

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10.2 Any Communication under this Agreement shall be deemed delivered:

- (a) on the day when the Communication was physically handed over if the Communication was sent by courier service or delivered in person; or
- (b) on the day of delivery confirmed on the return receipt if the Communication is sent by registered mail; or
- (c) on the day of delivery with confirmation of undisturbed delivery, if the Communication was delivered by e-mail. The Parties undertake to confirm the delivery without undue delay after they learn of the Communication; or
- (d) in other cases (in particular if the Communication could not be delivered) on the 10th business day after the Communication was sent.

10.3 Assignment. No right or obligation of a Party arising from this Agreement shall be assigned or transferred without prior written consent of the other Parties, except that the Parties hereby acknowledge and agree that Lender may, at its discretion, opt to convert the Loan in shares of the holding entity of the Borrower, at the same predetermined valuation set forth in Section 4.4 of this Agreement.

10.4 Waiver of Rights. Any of the Parties may waive its right to enforce fulfillment of any of the other Party's obligations arising from this Agreement, but only in the event that such waiver is in writing and duly signed. No waiver of such right by any of the Parties in relation to a breach of any provisions of this Agreement shall result in or shall be construed as waiver of the right to enforce performance of any other provisions of this Agreement or any further breach of the provision in respect of which the relevant waiver applies. No extension of the deadline for performing any undertaking or act under this Agreement shall constitute extension of the deadline for performing any other undertaking or act.

10.5 Entire Agreement. This Agreement and the documents this Agreement refers to shall constitute the entire agreement between the Parties concerning the Loan and shall supersede all previous agreements or arrangements between the Parties concerning the same subject.

10.6 Partial Invalidity. Should any provisions of this Agreement be unlawful, invalid or unenforceable under any existing or future legal regulation and if the rights and obligations of any Party to this Agreement arising herefrom are not significantly and negatively affected thereby, then:

- (a) such provisions shall be fully severable;

- (b) this Agreement shall be construed and enforced as if such unlawful, invalid or unenforceable provisions never constituted a part hereof;
- (c) the remaining provisions of this Agreement shall remain in full force and effect and such unlawful, invalid or unenforceable provisions of this Agreement or separation of such provision herefrom shall be without prejudice to the remaining provisions of this Agreement; and
- (d) the Parties undertake to replace such unlawful, invalid or unenforceable provisions by lawful, valid and enforceable provisions; such new provisions shall be as close as possible to the conditions of the original provisions.

10.7 Specific Performance. The Parties agree that specific performance of the obligations contemplated in this Agreement may be judicially demanded, without prejudice to the reimbursement of losses and damages incurred by the demanding Party as a result of the non-fulfillment of such obligations.

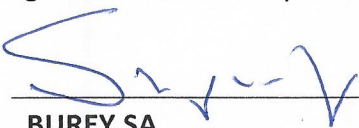
10.8 Language. This Agreement was executed in English and in Spanish.

10.9 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of Uruguay and construed in accordance therewith, without any reference to its conflict of law provisions. The Parties agree to submit any disputes arising from this Agreement to the exclusive jurisdiction of the courts of Montevideo, Uruguay.

10.10 Written Form. Any amendments to this Agreement shall be in writing and shall be signed by all Parties.

IN WITNESS WHEREOF, the Parties executed this Agreement on the day first written above.

TRACAJA INVESTMENTS LTD.



BUREY SA

Witnesses:

 Name:

ID:

 Name:

ID:

ANNEX 1 – DISBURSEMENT SCHEDULE

DISBURSEMENT DATE	DISBURSEMENT AMOUNT
21 October 2020	USD 150,000.00
21 November 2020	USD 150,000.00
21 December 2020	USD 150,000.00
21 January 2021	USD 100,000.00

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