

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made on 2022

BETWEEN

- A. **JEPCO (MARKETING) LIMITED**, a company incorporated under the laws of England (Registered No. 05064587) having its registered office at Norfolk House Farm, Gedney Marsh, Holbeach, Spalding, Lincolnshire PE12 9PB ("**JML**") and
- B. **DJT PLANTS LIMITED**, a company incorporated under the laws of England (Registered No. 09111259), having its registered office at Bank House, Broad Street, Spalding, Lincolnshire PE11 2HL ("**DJTP**"),

JML and DJTP are hereinafter separately referred to a "**party**" and together as the "**parties**".

WHEREAS

DJTP desires JML to provide the Services Other Support and JML is prepared to provide such services subject to the following terms of this agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this agreement.
- 1.2 Definitions.

- Applicable Data Protection Laws**
- a. To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
 - b. To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which JML is subject, which relates to the protection of personal data.

Applicable Laws and Regulations all laws, statutes, regulations, codes and regulatory guidelines from time to time in force applicable to or affecting this agreement or the provision of the Services, including (but not limited to), the principles and guidelines of good manufacturing practice in respect of medicinal products for human use and investigational medicinal products for human use laid down in Commission Directive 2003/94/EC of 8 October 2003 ("**GMP**"), the Good Agricultural and Collecting Practice (GACP) guidelines as published by the World Health Organisation in

2003, the Human Medicines Regulation 2012, the Misuse of Drugs Regulations 2001, and the Misuse of Drugs Act 1971.

Business Day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Commencement Date	1 July 2021
Contract Year	means each successive period of twelve calendar months from the Commencement Date.
DJTP Personnel	All employees, staff, and other workers, contractors, agents and consultants of DJTP.
EU GDPR	means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.
Extended Term	as defined in clause 2.1.
Initial Term	as defined in clause 2.2.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
JML Personnel	All employees, staff, other workers, contractors, agents and consultants of JML who are engaged in the provision of the Services from time to time.
Professional Charges	the sums payable for the Services, and the Training and Support Services, as set out in Parts A and B of Schedule 1.
Term	The Initial Term and any Extended Term.

UK GDPR

has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018

- 1.3 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a **group** in relation to a company, shall mean that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a group is a member of the group. A reference to a **group company** in relation to a company, shall mean any member of its group.
- 1.7 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006
- 1.8 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provisions.
- 1.9 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 A reference to one gender shall denote all genders and a reference to the singular shall include the plural and vice versa.

2. Commencement and Duration

- 2.1 This agreement shall be deemed to have commenced on the Commencement Date and shall terminate on the fifth anniversary of the Commencement Date ("**Initial Term**"), unless terminated earlier in accordance with clause 11.
- 2.2 The parties may agree in writing to mutually extend the Services for a further period ("**Extended Term**") and this agreement shall remain in force until the expiry of any such Extended Period.
- 2.3 JML shall provide the Services and Support to DJTP in accordance with this agreement from the Commencement Date.

3. General Support

From time-to-time DJTP may reasonably require advice from JML or its associated entities and/or personnel with regard to its medical cannabis business. It is

acknowledged that JML shall provide or procure such advice if possible and it has resources to do so.

4. Services and Quality of Service

4.1 In consideration of the payment by DJTP to JML of the Professional Charges, JML shall:

- (a) use its reasonable endeavours to provide the Services in accordance with Schedule 1 and all Applicable Laws and Regulations;
- (b) ensure that the Services will conform in all respects with Schedule 1;
- (c) perform the Services with reasonable care, skill and diligence in accordance with good practice in JML's industry;
- (d) use its reasonable endeavours to ensure that all goods, materials, standards and techniques used in providing the Services and the Training and Support Services are of good quality in accordance with good practice in JML's industry;
- (e) use its reasonable endeavours to co-operate with DJTP in all matters relating to the Services and the Training and Support Services, and comply with DJTP's reasonable instructions; and
- (f) assist DJTP in putting in place (at DJTP's cost) all licences and consents necessary for DJTP to hold for it to manage and provide the Services independently of JML.

4.2 JML shall use its reasonable endeavours not to do or omit to do anything which may cause DJTP to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.

4.3 At all times, JML shall use its reasonable endeavours to ensure that:

- (a) each of the JML Personnel is suitably qualified, adequately trained and capable of providing the Services and the Training and Support Services in respect of which they are engaged or hired to perform;
- (b) there is an adequate number of JML Personnel to provide the Services and the Training and Support Services properly; and
- (c) all of the JML Personnel comply with all of the applicable DJTP's policies including those that apply to persons who are allowed access to the applicable DJTP's premises.

4.4 DJTP may acting reasonably refuse to grant access to, and remove, any of the JML Personnel who do not comply with any such applicable DJTP policies, or if they otherwise present a security threat.

4.5 JML shall replace any of the JML Personnel who JML reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the JML Personnel for any reason, JML shall ensure, at no additional cost to DJTP, that such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services and the Training and Support Services.

4.6 The parties undertake to review, in good faith, the Contract Year the terms of this Agreement and JML's performance of the Services and the Training and Support Services in such Contract Year.

5. DJTP obligations

5.1 DJTP shall:

- (a) use reasonable endeavours to obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable JML to provide the Services in all cases before the date on which the Services are to start;
- (b) provide access to DJTP's premises and data and other facilities as may reasonably be requested by JML and agreed with DJTP in writing in advance.

6. Professional Charges

6.1 In consideration of the provision of the Services and Other Support by JML, DJTP shall pay the Professional Charges.

6.2 JML shall invoice DJTP for the Professional Charges at the end of each month for Services and Other Support performed during that month.

6.3 DJTP shall pay each undisputed invoice submitted to it by JML within 30 days of receipt to a bank account nominated in writing by JML.

6.4 If DJTP receives an invoice which it reasonably believes includes a sum which is not valid and properly due:

- (a) DJTP shall notify JML in writing as soon as reasonably practicable;
- (b) DJTP's failure to pay the disputed Professional Charges shall not be deemed to be a breach of this agreement;
- (c) DJTP shall pay the balance of the invoice which is not in dispute by the due date for payment of the invoice;
- (d) to the extent that DJTP is obliged, following resolution of the dispute, to pay an amount, then JML may charge interest in accordance with clause 6.5 from the original due date until the date of payment;
- (e) to the extent that JML is obliged to refund an amount to DJTP, interest shall be added to that amount in accordance with clause 6.5; and
- (f) once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within 15 Business Days and, where JML is required to issue a credit note, it shall do so within 15 Business Days.

6.5 If DJTP fails to make a payment due to JML under this agreement by the due date, then, without limiting JML's rights and remedies under this agreement, DJTP shall pay interest on any overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.5 will accrue each day

at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

7. Insurance

- 7.1 During this agreement and for a period of one year afterwards JML shall maintain in force insurance policies (excluding professional indemnity insurance) with reputable insurance companies, against all risks that would normally be insured against by a prudent businessman in connection with the risks associated with this agreement, and produce to DJTP on reasonable demand full particulars of that insurance and the receipt for the then current premium.

8. Data Protection

- 8.1 For the purposes of this clause 8, the terms **Commissioner, controller, data subject, personal data, personal data breach, processor** and **processing**, shall have the meaning given to them in the UK GDPR, **supervisory authority** shall have the meaning given to it in the EU GDPR, **DJTP Personal Data** shall mean any personal data which JML processes in connection with this agreement in the capacity of a processor on behalf of DJTP, and **Subprocessor** shall mean any person (including any third party, but excluding an employee of JML) appointed by or on behalf of JML to process personal data on behalf of DJTP in connection with this agreement.
- 8.2 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 8.3 The parties have determined that, for the purposes of Applicable Data Protection Laws JML shall process DJTP Personal Data on behalf of DJTP.
- 8.4 Schedule 2 sets out certain information regarding JML's processing of DJTP Personal Data as required by article 28(3) of the UK GDPR.
- 8.5 Without prejudice to clause 8.2, JML shall, in relation to DJTP Personal Data:
- (a) process that personal data only on the documented written instructions of DJTP unless JML is required by Applicable Laws and Regulations to otherwise process that DJTP Personal Data. Where JML is relying on Applicable Laws and Regulations as the basis for processing DJTP Personal Data, JML shall promptly notify DJTP of this before performing the processing required by the Applicable Laws and Regulations unless those Applicable Laws and Regulations prohibit JML from so notifying DJTP on important grounds of public interest. JML shall immediately inform DJTP if, in the opinion of JML, the instructions of DJTP infringe Applicable Data Protection Laws;
 - (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of DJTP Personal Data and

against its accidental loss, damage or destruction, including inter alia as appropriate:

- (i) the pseudonymisation and encryption of DJTP Personal Data;
 - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (iii) the ability to restore the availability and access to DJTP Personal Data in a timely manner in the event of a physical or technical incident; and
 - (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- (c) ensure and procure that that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- (d) assist DJTP insofar as this is possible (taking into account the nature of the processing and information available to JML), at DJTP's expense and written request, in responding to any request from a data subject and in ensuring compliance with DJTP's obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, JML shall promptly notify DJTP if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of DJTP Personal Data;
- (e) notify DJTP without undue delay (and no later than 24 hours) after becoming aware of a personal data breach involving DJTP Personal Data;
- (f) at the written direction of DJTP, delete or return to DJTP all DJTP Personal Data on termination or expiry of the agreement then held by it (if any), and certify to DJTP in writing it has done so, unless JML is required by Applicable Law to continue to process that DJTP Personal Data. For the purposes of this clause 8.5(f) the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems; and
- (g) maintain adequate records, and, on DJTP's request, make available such information as DJTP may reasonably request, and allow for and submit its premises and operations to reasonable audits, including inspections, by DJTP or DJTP's designated auditor, to demonstrate its compliance with Applicable Data Protection Laws and this clause 8.
- 8.6 JML shall not, without the prior written consent of DJTP (and in any event subject to JML providing DJTP with reasonable evidence that such activity is being undertaken in full compliance with Applicable Data Protection Laws) transfer any DJTP Personal Data outside of the UK, including processing DJTP Personal Data on equipment situated outside of the UK unless JML provides DJTP with reasonable evidence that all such transfers are effected in accordance with Applicable Data Protection Laws.
- 8.7 JML shall not be permitted to appoint any Subprocessors in relation to DJTP Personal Data or transfer any DJTP Personal Data to the same.

8.8 Subject to clause 10, with regard indemnity and liability, JML shall indemnify and keep DJTP indemnified from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, data subject, Commissioner or supervisory authority as a result of any breach or alleged breach by JML of any Applicable Data Protection Law or its obligations this clause 8.

9. Confidentiality

9.1 **Confidential information** means all information of a confidential nature (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement in connection with the provision of the Services and the Other Support, including but not limited to:

- (a) the existence and terms of this agreement; and
- (b) all confidential or proprietary information relating to:
 - (i) the Services and Other Support, including the location of any sites and premises at which the Services and Other Support are being carried out;
 - (ii) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of its group); and
 - (iii) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the disclosing party (or of any member of its group);
 - (iv) any information, findings, data or analysis derived from Confidential Information; and
 - (v) any other information that is identified as being of a confidential or proprietary nature.

9.2 **Representatives** means any officers, employees, professional advisers and consultants (and where JML is the receiving party, the JML Personnel) of the receiving party that need to know the Confidential Information for the Permitted Purpose (as defined in clause 9.4(a)) or are engaged to advise the receiving party in connection with the Permitted Purpose and any other person whom the disclosing party agrees in

writing is authorised to receive Confidential Information in connection with the Permitted Purpose.

- 9.3 The provisions of this clause 9 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 party or its Representatives in breach of this clause 9);
 - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - (d) the parties agree in writing is not confidential or may be disclosed; or
 - (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 9.4 Each party shall keep the other party's Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement ("**Permitted Purpose**"); or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 9.
- 9.5 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure;
 - (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the confidentiality obligations in clause 9 as if they were the receiving party and if the disclosing party so requests, procure that any of them enters into a confidentiality agreement with the disclosing party on terms equivalent to those contained in this agreement;
 - (c) keeps a written record of those Representatives; and
 - (d) at all times, it shall be liable for the actions or omissions of its Representatives in relation to the Confidential Information as if they its own actions or omissions.
- 9.6 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, by the rules of any listing authority or stock exchange on which its shares are listed or traded, 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 party as much notice

of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.6, it takes into account the reasonable requests of the other party in relation to the content of such disclosure. If the receiving party is unable to inform the disclosing party before Confidential Information is disclosed pursuant to clause 9.6 it shall, to the extent permitted by law, inform the disclosing party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

- 9.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 9.8 On termination or expiry of this agreement, each party shall:
- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - (c) certify in writing to the other party that it has complied with the requirements of this clause 9.8, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause 9 shall continue to apply to any such documents and materials retained by a recipient party.
- 9.9 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 9.10 The provisions of this clause 9 shall continue to apply after termination or expiry of this agreement for a period of five years.
- 9.11 Subject to clause 9.4, the receiving party shall indemnify the disclosing party and each member of its company group (each an **Indemnified Person**) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional

costs and expenses) suffered or incurred by each Indemnified Person arising out of or in connection with any breach of this clause 9.

10. Liability

- 10.1 References to liability in this clause 10 apply to every liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2 Nothing in this agreement limits or excludes either party's liability to the other:
- (a) for death or personal injury caused by negligence;
 - (b) for fraud or fraudulent misrepresentation; or
 - (c) for any matter in respect of which liability may not be limited or excluded under Applicable Laws and Regulations.
- 10.3 Subject to clause 10.2, neither party shall under any circumstances whatsoever be liable to the other for any special, indirect or consequential damage, suffered by the other party that arises under or in connection with this agreement.
- 10.4 Subject to clauses 10.2 and 10.3, DJTP's total aggregate liability to JML, in each Contract Year, shall in all circumstances be limited to a sum equivalent to 100% of the Professional Charges paid and payable to JML during the Contract Year in question.
- 10.5 Subject to clauses 10.2 and 10.3, JML's total aggregate liability to DJTP, in each Contract Year, shall in all circumstances be limited to a sum equivalent to 200% of the Professional Charges paid and payable to JML during the Contract Year in question.

11. Termination

- 11.1 Without affecting any other right or remedy available to it, either party shall be entitled to terminate this agreement by giving at least 12 months' notice in writing to the other party.
- 11.2 Either party may terminate this Agreement forthwith without affecting any other right or remedy it may have upon written notice to the other party in the event that the other party:
- (a) materially breaches or defaults in the performance of its obligations under this Agreement and, where such breach or default is capable of remedy, it is not remedied within 30 days after written notice identifying the breach and requiring its remedy;
 - (b) repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or
 - (c) becomes insolvent, unable to pay its debts, makes an assignment for the benefit of its creditors, is liquidated or dissolved other than for the purposes of a bona fide solvent amalgamation or reconstruction, or has any proceedings

commenced against it under any bankruptcy or insolvency law, or anything equivalent to the above occurs to either party in any other jurisdiction.

- 11.3 Without affecting any other right or remedy available to it, DJTP may terminate this agreement with immediate effect by given written notice to JML if:
- (a) JML commits a breach of clause 5, or clause 9;
 - (b) there is a change of control of JML; or
 - (c) JML commits a breach of any Applicable Laws and Regulations.

12. Obligations on Termination and Survival

- 12.1 On termination or expiry of this agreement JML shall immediately return any DJTP information that it may have in its possession. If JML fails to do so, then DJTP may enter JML's premises and take possession of them. Until they have been delivered or returned, JML shall be solely responsible for the safe keeping of all DJTP information in its possession and will not use them for any purpose not connected with this agreement.
- 12.2 On termination or expiry of this agreement, the following clauses shall continue in force: clause 1, clauses 7-10 and clauses 12-24.
- 12.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

13. Force majeure

- 13.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster;
 - (b) epidemic or pandemic;
 - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - (d) nuclear, chemical or biological contamination or sonic boom;
 - (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; and
 - (f) collapse of buildings, fire, explosion or accident.
- 13.2 Provided it has complied with clause 13.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this agreement

or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

13.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than two months, the party not affected by the Force Majeure Event may terminate this agreement by giving 30 days' written notice to the Affected Party.

14. Severance

14.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

14.2 If any provision or part-provision of this agreement is deemed deleted under clause 14.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15. Dispute resolution

15.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it then, subject to clause 15.3, the parties shall follow the procedure set out in this clause 15:

- (a) either party shall give to the other written notice of the dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the dispute;
- (b) if the parties are for any reason unable to resolve the dispute within 30 days of service of the Dispute Notice the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 15 days of service of the Dispute Notice, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. Unless

otherwise agreed between the parties, the mediation will start not later than 15 days after the date of the ADR notice.

15.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings under clause 24 in cases where urgent relief is sought or where there is no bona fide dispute.

15.3 If the dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or ceases to participate in the mediation before the expiry of that 30 day period, the dispute shall be finally resolved by the courts of England and Wales in accordance with clause 24.

16. Assignment

Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the other party's prior written consent (not to be unreasonably withheld or delayed).

17. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Notices

19.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
- (b) sent by email.

19.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 19,

business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

19.3 This clause 19 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. Entire agreement

20.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

21. Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

22. Counterparts

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this agreement or the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart

23. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

24. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

SCHEDULE 1
SERVICES AND CHARGES

PART A

JML carry out the Transfer Plan and will provide the Services on DJTP infrastructure as set out in this Part A of Schedule 1 at the charges and rates set out in this Part A of Schedule 1:

- **Technical Services** which includes GMP technical compliance – charged at £225 for a full day or at a pro-rata rate for part thereof which includes advice on the management of:
 1. Schedule micro and pesticide residue sampling
 2. Undertake Internal audits to relevant standards
 3. Assist with external third party audits
 4. Dealing with regulatory bodies as and when required
 5. Any other request of a technical nature

The above Technical Services (1-5 inclusive) will be provided on an adhoc basis as and when required.

- **Other Services** which includes:
 1. Recharge at cost of utility costs if such utilities cannot be invoiced directly to DJTP, including but not limited to power, water and rates.
 2. The usage of Norfolk House Farm as a services office, meeting location postal delivery address from time to time, to be charged as follows:
 - a. free of charge for items that the parties agree are "day to day operations"; and
 - b. such rate as agreed in advance between the parties in advance for items that the parties agree are "exceptional items", such as use of a meeting room for a day.

SCHEDULE 2

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

This Schedule 2 includes certain details of the Processing of DJTP Personal Data as required by Article 28(3) of the GDPR.

1. Scope and Nature

The scope and nature of the processing of personal data is as set out in the Services.

2. Purpose of processing

The provision of Services under this agreement.

3. Duration of the processing

The duration of this agreement.

4. Types of Personal Data

Administration Services – employee details for payroll, customer and supplier details for bookkeeping purposes.

5. Categories of Data Subject

Employees, customers and suppliers.

IN WITNESS OF THIS AGREEMENT IT IS SIGNED BY:

Signed by)
for and on behalf of)
JEPCO (MARKETING) LIMITED)
)

Signed by)
for and on behalf of)
DJT PLANTS LIMITED)
)