

[REDACTED]

## CONSULTING SERVICES AGREEMENT

[REDACTED]ald [REDACTED]rganic Products, Inc ("Client") hereby enters into this Consulting Services Agreement ("Agreement") effective as of October 1, 2019 ("Effective Date") to retain [REDACTED]ury [REDACTED]lic [REDACTED]airs LLC, [REDACTED]ed [REDACTED]liability [REDACTED] company [REDACTED] having [REDACTED] address [REDACTED] Suite 600, New York, New York 10014-4809 ("Consultant"), as an independent contractor to perform the services described herein.

1. The Services. Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant will provide such other reasonable consulting services as the parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below).
2. Payment Terms. Client and Consultant agree that Consultant is entitled to receive and Client shall pay the fees and expenses set forth on Schedule 2, which is incorporated at this point, and which may be modified from time to time as mutually agreed to in writing. Payment in full of fees and expenses shall be made to Consultant within thirty (30) days after an invoice is rendered. For ongoing fees and expenses, Client will be billed on the 1<sup>st</sup> of every month unless the Agreement begins mid month. In such cases, all expenses will be due in full as billed and all fees will be billed on a prorated basis in the first and last month of the Agreement. In the event that Client does not pay such fees and expenses per the invoices within the specified timeframe, Consultant may suspend provision of Services until payment is made. All payments made by Client shall be without deduction or offset.
3. Term. The Term of this Agreement shall begin on the Effective Date and will continue in effect until January 31, 2020 (the "Term"). The Term of this Agreement shall continue on a month to month basis thereafter, unless terminated by either party on thirty (30) days prior written notice to the other party, which notice shall be given prior to the end of the initial Term or any other month thereafter.
4. Client Contact. Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. Consultant shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this consulting Agreement.
5. Independent Contractor Status. Consultant agrees that it is an independent contractor and not an agent or employee of Client and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.