

DISTRIBUTOR AGREEMENT

THIS DISTRIBUTOR AGREEMENT is made and entered into on 18 June, 2019 by and between CA-RE Trade in the person of Reto Muggler, a business corporation with a principal place of business at Switzerland. ("COMPANY") and John T. Waldheim, COO Syndicate Alliance, 1395 Brickell Ave. Suite 800 Miami, FL ("DISTRIBUTOR").

1. Appointment and Acceptance

1.1 COMPANY hereby appoints DISTRIBUTOR to purchase and resell its Product in the "Territory". DISTRIBUTOR accepts this appointment on the terms and conditions set forth herein and obligates itself to the requirements of this Agreement.

1.2 The term "Product" shall mean the "CBD/THC testing's portable kit" produced by the COMPANY

1.3 The term "Territory" shall mean the geographic area of USA.

2. Term

2.1 The term of this agreement shall be for a fixed period of one (1) year, and ending automatically at the expiration of such period, unless renewed as provided in provision 2.2 below.

2.2 If COMPANY and DISTRIBUTOR expressly agree in writing to renew this Agreement prior to the foregoing expiration date, this Agreement shall continue in full force and effect for one or more successive one (1) year renewal periods.

3. Delivery

Delivery of all Products ordered by DISTRIBUTOR shall be made Ex-Work on an availability basis and provided that the full purchase price has been received by the COMPANY from the DISTRIBUTOR.

4. Product Warranty

COMPANY warrants to DISTRIBUTOR that the Products will be free from defects in material and workmanship for a period of twelve (12) months from the date of production. For the avoidance of doubt the COMPANY shall not be liable for any damages that may arise in the context with the use of the Product by anyone storing or using it in the foreseen way or in an unforeseen way.

5. Local Laws

The applicable local laws and regulations in the USA must be thoroughly clarified by the DISTRIBUTOR and must always be observed by the DISTRIBUTOR. The COMPANY will not be responsible for any lawsuits.

The DISTRIBUTOR is liable to the COMPANY and its associates and agents for any damages and costs (including claims of third parties (actual and claimed), costs in connection with procedures and legal costs, etc.), arising from any activity or omission on the part of the DISTRIBUTOR or customers of the DISTRIBUTOR and other third parties contacted by the DISTRIBUTOR in connection with the cannabis typing test sets.

The DISTRIBUTOR is obliged to forward this information to his customers and to transfer the above obligations to them.

6. Termination

COMPANY and DISTRIBUTOR may terminate this Agreement at any time prior to the expiration of its stated term upon the occurrence of events declared to be "Just Cause" for termination of this Agreement. This Agreement shall automatically terminate with immediate effect in the case of a change of controlling shareholder regarding the DISTRIBUTOR.

7. Governing Law

The parties agree that the law of Switzerland shall govern the interpretation, enforcement and performance of this Agreement.

8. Notices

All notices and demands under this Agreement shall be in writing and shall be served by personal service or by mail at the address of the receiving party first stated in this Agreement (or such different address as may be designated by such party to the other in writing). All notices or demands by mail shall be by cable, telefacsimile, or by certified or registered airmail, return-receipt requested, and shall be deemed complete upon receipt.

9. Language

This Agreement has been written in the English language. It may be translated, for convenience, into other languages. However, in case of error or disagreement, the executed English language version shall prevail.

Entered into in Langnau, Switzerland.

COMPANY: CA-RE Trade
BY: Reto Muggler
TITLE: Owner
DATE: 18.June 2019



DISTRIBUTOR: Syndicate Alliance
BY: John T. Waldheim
TITLE: COO
DATE: 18.June 2019

