

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made effective July 27, 2018 by and between **GMA BRIDGE HOLDINGS, LLC**, Florida limited liability company having a business address at 22069 Cocoa Palm Way, Unit 154, Boca Raton, Florida 33433 or its designees, successors or assigns ("Consultant") and **BIOSTEM TECHNOLOGIES, INC.**, a Florida corporation having a business address at 2836 Centerport Circle, Pompano Beach, Florida 33064 ("Corporation").

RECITALS:

WHEREAS, Consultant possesses expertise in the financing of life sciences companies;

WHEREAS, Corporation is an early stage developer of biotechnology products;

WHEREAS, Corporation wishes to utilize the services of Consultant, and Consultant desires to be engaged and to provide consulting services in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:

ARTICLE 1.: CONSULTING SERVICES

1.1 Duties and Responsibilities. Corporation hereby retains Consultant, and Consultant hereby accepts such engagement to assist with the development of financial and strategic opportunities in support of the company and its development and commercialization of treatment opportunities associated with regenerative medicine as may be determined from time to time by Corporation and agreed to by Consultant (the "Services").

1.2 Standards. Consultant understands and agrees that Services performed pursuant to this Agreement shall be performed in accordance with this Agreement, current regulatory and industry standards and in accordance with all applicable state and federal laws, rules and regulations.

1.3 Work For Hire. All Services performed hereunder shall be subject to "work for hire" rules and any and all work product and/or tangible expressions developed hereunder shall be solely owned by Corporation. Corporation will ensure Consultant obtains access to those personnel working on clinical and regulatory matters whether they are employees or contractors to acquire information necessary to render services outlined in this Agreement.

1.4 Term. The term of this Agreement shall commence on the Effective Date and be extinguished the earlier of: (i) a voluntary termination by Consultant or (ii) a period of one year or (iii) upon a termination in accordance with **Section 4.1** ("Term"). Notwithstanding the



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foregoing, or **Section 4.1**, certain payment provisions as set forth in **Exhibit A** shall survive the termination of this Agreement.

1.5 Devotion of Time; Exclusivity. During the Term, Consultant shall devote such time and attention to providing the Services as reasonably requested by Corporation, and shall perform the Services in a diligent and professional manner. Corporation shall be permitted the right to disclose the activities of Consultant for Corporation in its grant applications and regulatory, investor and corporate communications. Corporation acknowledges and agrees that Corporation's retention of Consultant's services hereunder shall be non-exclusive.

1.6 Confidentiality.

1.6.1 Corporation and Consultant acknowledge that the services to be performed by Consultant under this Agreement are unique and, as a result of the terms of this Agreement, Consultant will be in possession of confidential information relating to the business practices of Corporation. The term "Confidential Information" shall mean any and all information (verbal and written) relating to Corporation or any of its affiliates, or any of their respective activities, other than such information which can be shown by Consultant to be in the public domain (such information not being deemed to be in the public domain merely because it is embraced by more general information which is in the public domain) other than as the result of breach of the provisions of this **Section 1.6**, or is already in the possession of Consultant or is subsequently received by Consultant from a third party without breach of any confidentiality obligation, including, but not limited to, business plans, financial condition, methods of operation, business and financial data and results, proposed and actual services, know-how, systems, prospective business plans, regulatory findings, proposed and existing business arrangements, and the like. Consultant agrees that it will not, during the term of this Agreement or for a period of two (2) years after the termination of this Agreement for any reason whatsoever, directly or indirectly, use, communicate, disclose or disseminate to any person, firm or corporation any Confidential Information.

1.6.2 Consultant recognizes the importance of the covenant contained in this **Section 1.6** and acknowledges that, based on his past experience and the projected expansion of Corporation's business, the restrictions imposed herein are: (a) reasonable as to scope, time and area; (b) necessary for the protection of Corporation's legitimate business interests, including, without limitation, Corporation's trade secrets, goodwill, and its relationship with customers and suppliers; (c) not unduly restrictive of any Consultant's rights as an individual; and (d) supported by adequate consideration. Consultant acknowledges and agrees that the covenants contained in this **Section 1.6** are essential elements of this Agreement. Such covenants shall be construed as agreements independent of any other provision of this Agreement. The existence of any claim or cause of action against Corporation by Consultant, whether predicated on the breach of this Agreement or otherwise, shall not constitute a defense to the enforcement by Corporation of the covenants contained in this **Section 1.6**.

1.6.3 If Consultant commits a breach or threatens to commit a breach of any of the provisions of this **Section 1.6**, Corporation shall have the right and remedy, in addition to any others that may be available, at law or in equity, to have the provisions of this **Section 1.6** specifically enforced by any court having equity jurisdiction, through injunctive or other relief

(without any bond or security being required to be posted), it being acknowledged that any such breach or threatened breach will cause irreparable injury to Corporation, the amount of which will be difficult to determine, and that money damages will not provide an adequate remedy to Corporation.

1.6.4 If any covenant contained in this **Section 1.6**, or any part thereof, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of the covenants, which shall be given full effect, without regard to the invalid portions, and any court having jurisdiction shall have the power to reduce the duration, scope and/or area of such covenant and, in its reduced form, said covenant shall then be enforceable. The specific provisions of this **Section 1.6** shall survive the expiration and termination of this Agreement.

ARTICLE 2.: COMPENSATION

2.1. Consulting Fee. Consultant will be compensated in accordance with this **Article 2** and **Exhibit A**.

2.2 Service Delivery. Consultant shall present a confidential description relating to the performance of Services identified in **Exhibit A**.

2.3 Taxes. Consultant shall be responsible for any and all taxes that may be payable in conjunction with any consideration payable hereunder.

ARTICLE 3.: EXPENSES

3.1. Expenses. Corporation shall reimburse Consultant for all reasonable pre-approved business expenses incurred by him in the course of the discharge of duties hereunder. All requests for reimbursement of expenses by Consultant must be supported by appropriate receipts and documentation as Corporation may require. All expenses must be pre-approved in excess of \$200.

ARTICLE 4.: TERMINATION

4.1. Termination. This Agreement shall be terminable by either party with thirty (30) days written notice to the other party, or immediately by Corporation in the event of: (i) misappropriation, theft or fraud by Consultant or (ii) filings by Consultant in anticipation of, or actual, insolvency, bankruptcy or an arrangement for the benefit of creditors or (iii) in the event that Corporation shall no longer require Consultant's Services, *provided however*, any payments due under this Agreement shall survive the termination of this Agreement.

4.2. Return of Corporation's Property. If this Agreement is terminated for any reason, Consultant shall upon Corporation's request promptly return to Corporation all files, documents, passwords, access data for the control and operation of the website, electronic files and templates and programming instructions developed to date and any other material of any type or nature whatsoever supplied to Consultant by Corporation, or purchased by Corporation and held by Consultant or Consultant's agents, including all copies of documents. Title to any equipment or

material furnished to Consultant shall remain in Corporation and Consultant shall have no ownership interest whatsoever in any of this equipment or material.

4.3 Payment for Services. In the event of termination, Corporation will be compensated to the date of termination for all necessary and reasonable or pre-approved expenses incurred.

ARTICLE 5.: MISCELLANEOUS

5.1. Notices. All notices and all other communications provided for in this Agreement shall be written and shall be deemed delivered upon receipt if hand delivered or sent by certified mail, return receipt requested or recognized national overnight delivery service, addressed to their respective business address or to such other address as either party may designate by notice pursuant to this **Section 5.1.**

5.2. Power and Authority. Each party hereto hereby covenants and represents to the other party that the first party has the full power and authority to enter into this Agreement, and that entering into this Agreement will not violate any law, statute, ordinance or contractual provision.

5.3. Assignment/Successors. This Agreement is personal to Consultant and without the prior written consent of Corporation shall not be assignable by Consultant. This Agreement is not assignable by Corporation except in connection with the sale of all or substantially all of Corporation's assets provided that Corporation will provide Consultant with thirty (30) days prior written notice of any such assignment. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon Corporation and its successors and assigns.

5.4. Authority. This Agreement does not create a fiduciary relationship between the parties hereto. Consultant shall be an independent contractor with respect to Corporation, and nothing in this Agreement constitutes or appoints Consultant as an agent, legal representative, partner, employee or servant of Corporation for any purpose whatsoever. Consultant covenants and agrees that Corporation shall not in any event assume liability for or be deemed liable hereunder as a result of any contract, agreement, understanding, debt or obligation entered into by Consultant on behalf of Corporation without Corporation's express prior written consent. As an independent contractor, Consultant shall have no right or authority, either expressed or implied, to assume or create on behalf of Corporation any obligation or responsibility. The authority of Consultant hereunder is strictly limited to the performance of the Services as described herein.

5.5. Indemnification. Corporation shall indemnify Consultant from and against any and all claims arising from the performance of Services under this Agreement. If Consultant its Managers, Members, Directors or Officers, Employers or Employees or their heirs, or personal representative is made, or is threatened to be made, a party to any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative, because it, his testator, or estate is or was a Consultant of Corporation, or serves or has served any other corporation or other enterprise in any capacity at the request of Corporation, Indemnatee shall be indemnified by Corporation.

5.6. Waiver, Governing Law, Venue. No waiver by either party hereto of any breach by the other party of any condition or provision of this Agreement shall be deemed a waiver of any subsequent breach of this Agreement. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Florida, USA and venue for any action brought hereunder shall be in the appropriate court located in Broward County, Florida, USA. The parties hereto hereby consent to the exclusive jurisdiction of any such court and hereby waive (a) any objection to such venue, including, without limitation, an objection based on the assertion that this venue constitutes an inconvenient forum, and (b) any objection to personal service of any and all process upon them and consent that all such service of process be made by mail in accordance with the notice provisions contained in **Section 5.1** hereof.

5.7. Validity, Integration, Oral Termination, Modification. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. This Agreement contains the final, complete and exclusive expression of the understandings between the parties and supersedes any prior agreement or representation, oral or written, by either party. This Agreement cannot be changed or terminated orally. Any amendment or modification of this Agreement will be valid and effective only if it is written and signed by or on behalf of each party to this Agreement. This Agreement may be completed in counterparts and has been entered into in the English language and such language shall be determinative in the event of any conflicts.

5.8. Exhibits and Headings. Each exhibit, schedule and document referred to in this Agreement is hereby incorporated herein by reference. The titles and headings preceding the text of the sections of this Agreement have been inserted solely for the convenience of reference and do not constitute a part of this Agreement or affect its meaning, interpretation or effect.

5.9. Attorneys' Fees. If any suit or other legal proceeding is brought for the enforcement of any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, upon final judgment on the merits, reasonable attorneys' fees, including attorneys' fees for any appeal, and the costs incurred in bringing such suit or proceeding.

5.10. Continuing Obligations. The expiration or termination of this Agreement for any reason shall not affect any provisions hereof which are expressed to remain in full force and effect notwithstanding such termination, including, without limitation, **Sections 2.1, 4.1, 4.2, 5.5, 5.6, 5.7, 5.8, 5.9, and 5.10.**

Signature Page To Follow

Two handwritten signatures in blue ink. The signature on the left is a stylized, circular mark. The signature on the right is a more fluid, cursive mark.

EXHIBIT A

Services. This Consulting Agreement shall be for a period of one (1) year commencing on the Effective Date ("Term"), and shall provide Consultant with Consideration for the introduction to and facilitation of meetings between the following qualified targets and the Corporation (the "Services"):

- Stem cell medical practice(s) seeking acquisition or a strategic partnership;
- Stem cell laboratories and/or stem cell processors or service providers for strategic arrangements;
- Regenerative medicine companies providing managed care services for partnership or acquisition;
- Regenerative medicine companies with existing manufacturing capacity and proprietary product lines;
- Early stage regenerative medicine companies with pre-clinical and clinical product candidates;
- University research organizations with regenerative medical technologies available for licensing;

Consideration. Corporation shall engage Consultant to assist with Services on a going forward basis for the Term in exchange for a grant of 250,000 common shares of BioStem stock on the OTCQB® venture market available to trade as soon as practicable subsequent to receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date first above written.

Corporation

BIOSTEM TECHNOLOGIES, INC.

By: 

Name: HENRY VAN KURST, CEO

Consultant

GMA BRIDGE HOLDINGS, LLC

By: 

Name: JAIME ROJAS, MANAGER