

**Legal Services  
Engagement Agreement**

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**By and Between**

**HempAmericana, Inc.**

**Client**

**and**

**John E. Lux, Esq.  
Attorney**

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**October 27, 2017**

**John E. Lux, Esq.  
Attorney at Law  
1629 K Street, Suite 300  
Washington, DC 20006  
(202)-780-1000**

## LEGAL SERVICES ENGAGEMENT AGREEMENT

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This Legal Services Engagement Agreement ("Agreement") is entered into between HempAmericana, Inc., 78 Reade St Suite 4FW, New York, NY 10007 ("Client"), and John E. Lux, Esq., 1629 K Street, Suite 300, Washington, D.C. 20006 ("Attorney"). They agree as follows:

### Article I Scope of Legal Representation

Section 1.1. The Limited Legal Services That Attorney Has Promised To Provide. The Attorney will provide one month of corporate legal services such as review of contracts, press releases, preparation of legal and securities documents generally.

The foregoing services are collectively referred to herein as "the Services." Client will use its best efforts to assist in the delivery of these Services.

Section 1.2. Services Not Listed Above Will Not Be Provided. If a legal service is not listed in Section 1.1, Attorney has not agreed to provide it. This Agreement expressly does not cover any legal services related to other transactions involving Client that are not described above. Services agreed to be provided shall be strictly construed as limited to the services described above in Section 1.1.

Section 1.3. Effective Date of Agreement. This Agreement will take effect and the Services will commence upon the execution of it by both parties, i.e., at a time when both parties have signed it.

Section 1.4. Termination of Agreement. This Agreement will terminate when Attorney and Client agree in writing that Attorney has completed the Services.

Section 1.5. Attorney's Fee. Attorney will charge Client the following in this matter (1) a minimum payment of \$5,000 for the engagement fee. Due to the nature of the work, all fees shall be considered earned when paid. Attorney and Client will review the engagement at the end of 30 days.

Section 1.6. Costs, Expenses, and Other Expenditures. There may be additional costs and expenses in this matter, for example, travel and entertainment expenses, expenses for preparing and mailing financing proposals, filing fees; an expert's fees (if appropriate for the matter); the costs of an investigator or of other methods to discover and obtain factual information; document-reproduction expenses; and all travel, lodging, meal, and related expenses. Client, not Attorney, is responsible for these costs, which shall not be incurred without the prior written signed consent of Client. These costs are to be paid in advance, using estimates where applicable.

Section 1.7. Obligations of Client. To help Attorney represent Client effectively, and to reduce the costs of the representation, Client agrees:

(1) At Attorney's request, to provide and to help Attorney obtain all information (in whatever form it may appear) that Client or someone to whom Client may make an appropriate request possesses;

(2) To make itself available for any meetings, interviews, or other events that Attorney requires, including at Attorney's office if requested;

(3) To carefully consider Attorney's advice before making any major decisions;

(4) To make himself/herself available to provide information and consultation when Attorney requests this.

(5) To immediately tell Attorney if and when Client moves, changes businesses, changes a phone number or other electronic means of communication, or otherwise makes it difficult for Attorney to communicate with Client;

(6) To inform Attorney about any new developments or information in the matter, e.g., court notices, letters from regulators, new factual developments, or other similar developments;

(7) To respond to Attorney's communications (Letters, telephone calls, or other forms of electronic forms of communication) as soon as reasonably possible;

(8) To otherwise, as indicated by Attorney, help Attorney provide the services identified in Section 1.1. and to effectively represent Client; and

(9) To keep Attorney fully informed of all material facts concerning the Client and its securities, including inquiries and communications from regulators and shareholders.

Section 1.8. Obligations of Attorney. Attorney agrees to keep Client fully informed of all information relating to the financings, SEC filings and other work under this Agreement.

Section 1.9. Possible Conflicts of Interest. If Attorney determines that he represents another client whose interests conflict, or are likely to conflict, with Client's interests, Attorney reserves the right to terminate this Agreement, while protecting the confidentiality of any privileged information that Client has provided to Attorney. Client is informed that Attorney may be representing other corporations engaging in similar business.

Section 1.10. Grounds To Terminate This Agreement. Client may terminate this Agreement for any or no reason, although Client still will be legally obligated under this Agreement to make payment to Attorney of all Client's obligations to Attorney, including the obligation to pay to Attorney the agreed-upon attorney's fee.

Attorney may terminate this Agreement if, in Attorney's sole judgment, Client has failed to make prompt payment, failed to fulfill one of Client's material obligations under this Agreement, or for other good cause, or for any other reason authorized by law (including the ethical rules that govern lawyers).

Section 1.12. Client's Informed Consent. Client has carefully read this Agreement and considered the additional information and advice that Attorney has provided to Client. Client understands the possible risks and benefits of the limited representation described in this Agreement. Understanding those possible risks and benefits, Client voluntarily, knowingly and intentionally enters into this Agreement with Attorney.

Section 1.13. Miscellaneous. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may only be modified by subsequent written agreement executed by both the parties. This Agreement may be executed in one or more counterparts, each of which constitutes an original and when taken together shall constitute a single instrument that shall be binding and effective as to the parties. This Agreement may be executed and delivered by facsimile transmission or scanned email attachment. Facsimile and electronic copies of signatures shall be effective upon transmission and treated as an executed original.

Section 1.14. Disputes. Disputes under this Agreement shall be submitted to binding arbitration by the American Arbitration Association in New York, New York.

In Witness Whereof, the Parties have signed this Agreement on the dates set forth below.

Client:

HempAmericana, Inc.

By: \_\_\_\_\_  
Salvador Rosillo  
Chief Executive Officer

Dated: \_\_\_\_\_

Attorney:



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John E. Lux, Esq.

Dated: October 27, 2017

Please sign and fax back to (727) 474-9810.

Wire instructions attached.