

## CannaMatch Consulting Fee Agreement

[www.cannamatch.net](http://www.cannamatch.net)

1. **Who We Are:** CannaMatch, LLC (“**Consultant**,” “**Us**,” “**We**” or “**CannaMatch**”) is pleased to provide the undersigned, including its equity holders, principals, subsidiaries, partnerships and other related parties (“**Provider**,” “**You**,” “**Your**”) with the following Consulting Fee Agreement to memorialize our engagement. The Effective Date of this Agreement is the date signed by all parties. By signing this Agreement and paying the Membership Fee, you engage Us, through your participation in the CannaMatch program, to assist You, in matching and introducing candidates (“**Licensee(s)**”) to You for the potential: (i) purchase, sale, merger, exchange, capital investment, funding, joint venture, real estate transaction (whether purchase or lease), construction project(s), and/or managed services agreement(s) (in each case, a “**Transaction**”), and/or (ii) provision of services, including but not limited to security, delivery, information security, compliance, cashless payment, operations assistance, marketing engagement, recruiting, human resources, accounting, tax (in each case, “**Services**”).
2. **What We Do:** Following Your completion of the initial “CannaMatch Provider Interest Questionnaire” (or other information you provide to Us) and payment of the Membership Fee (defined below), Consultant will review, match, identify and present to You Licensees who Consultant deems suitable for a Transaction or Services based on a similar form completed and/or information provided by Licensees (a “CannaMatch Referral”). Assuming You are in agreement, We will, upon approval of Licensee, release the Licensee’s contact information to You. You will thereafter have the right and opportunity to effectuate a Transaction or Services with the Licensee.
3. **What You Need to Do:** You agree to inform Us within three (3) days of entering into a Transaction/Service Contract (defined below) with each Licensee (the “**Transaction/Service Notice**”). “**Transaction/Service Contract**,” for purposes of this Agreement, is a fully executed contract memorializing the Services, Transaction or the intent to transact between the Parties. Examples of Service Contracts include, but are not limited to, Memorandums of Understanding (MOU), Letters of Intent (LOI), Leases/Purchase Sale Agreement or other written agreements, even if conditioned on regulatory or other approval, or otherwise revocable. Upon Transaction/Service Notice of Services, We will no longer provide matches to Licensee that directly conflict with the services You plan to provide to Licensee (unless Licensee requires more than one Provider) and in the case of a Transaction, We will no longer provide matches to Licensee that directly conflict with Your Transaction, provided an exclusivity provision exists between You and a Licensee in your Transaction/Service Contract. You agree to inform Us within three (3) days of the termination, expiration or other dissolution of such Transaction/Services Contract with Licensee so that We may continue to match Licensee with other suitable Providers.
4. **What We Will Charge You for Our Services:** For our services, You agree to pay Us a non-refundable Membership Fee, as well as a Milestone Fee (if applicable) and Consulting Fee (if applicable) as follows for any CannaMatch Referrals with whom You have not had Material Discussions (defined below):
  - a. **Membership Fee:** A \$750 non-refundable, non-creditable, non-contingent Membership Fee (the “**Membership Fee**”). The Membership Fee is to cover planning, research, time and preparation for the matching program and services. You agree that the Membership Fee is not contingent upon closing a Transaction.
  - b. **Milestone Fee: The Milestone Fee is only applicable to a Transaction (as defined in Section 1 above).** A \$15,000 non-refundable, non-contingent milestone fee (the “**Milestone Fee**”) due within three (3) days of full execution of a Transaction/Service Contract for each contemplated Transaction. For purposes of this Milestone Fee and the Consulting Fee, and by way of example, each license (i) purchased, (ii) sold, and/or (ii) funded constitutes an individual Transaction. As an example, if a Licensee sells three dispensary licenses, You would owe to CannaMatch a total of \$45,000 (\$15,000 x 3). The Milestone Fee will be credited against the Consulting Services Fee, if and when paid by You. You agree, however, that the Milestone Fee is not contingent upon closing a Transaction.

- c. **Consulting Fee:** In the event that We identify and present to You a Licensee for a Transaction, and such Licensee thereafter consummates such Transaction (a “**Closing**”), then You agree to pay Us a fee (the “**Consulting Fee**”) based on the total consideration You receive as part of the Transaction (“**Closing Consideration**”), directly or indirectly, in connection with the Closing, as provided below. You agree to pay the Consulting Fee to Us concurrent with the Closing.

**Material Discussions**, for purposes of this Agreement are discussions that You have had with Licensees that are (i) memorialized in formal agreements (e.g., executed NDAs, MOUs or LOIs) and/or (ii) demonstrate that material negotiations between You and the Licensee have begun in earnest (e.g., emails wherein the parties are discussing the benefits of transacting and/or pricing) and (iii) have not concluded such that the Licensee has declined Your offer and thirty (30) days have passed. For avoidance of doubt, any such Licensees with whom CannaMatch connects you and with whom you have had Material Discussions are not subject to the Fees detailed herein unless discussions between You and the Licensee have concluded, and CannaMatch brings the Licensee back to the negotiations and assists with closing the Transaction.

5. **How Fees are Calculated:** Fees are calculated based on Closing Consideration, defined as the overall value of the Transaction/Service Contract entered into between You and Licensee and may include, but is not limited to, payments in cash, stock, real and personal property; warrants and options; fees; notes, debentures of other debt; assumption or relief of any debt (including guarantees); earn-outs; escrows; and all other things of value exchanged, or to be exchanged, in connection with the Transaction/Service and/or Transaction/Services Contract, including any value exchanged over the 12 month period following the first time You provide Services to Licensee post-Closing, as applicable (the “**Service Date**”). By way of example, if a Licensee contracts with You for security services on a month-to month basis and the total amount paid to You under the contract is \$100,000 at the 12 month anniversary of the Service Date, the overall value of the Service Contract is considered to be \$100,000 for purposes of calculating the Consulting Fee owed to Us. Any portion of the Closing Consideration that will be determined post-Closing (for example, due to regulatory requirements) will be considered additive to Closing Consideration for the purpose of calculating the Consulting Fee. Consultant shall keep Closing Consideration confidential and not disclose such information or any documents related to such Closing to anyone outside of CannaMatch unless required to do so by subpoena or other legal requirement or with Your written permission.

**Consulting Fee:**

<b>Closing Consideration</b>	<b>Consulting Fee</b>
Up to \$999,999	5% (the “ <b>Minimum Fee</b> ”)
\$1,000,000 - \$4,999,999	4%
\$5,000,000 and above	3%

**Service Contract Fee:**

5% of the Closing Consideration paid over 12 months from the Service Date.

6. **How to Pay and When Fees are Due to Consultant:** The Membership Fee should be paid within three (3) days of signing this Agreement by a cashless payment method (e.g., AeroPay) or via certified, cashier, or official bank funds.
- For Transactions, You agree to pay Us the Consulting Fee at the Closing of the Transaction.
  - For Service Contracts with a flat or project fee arrangement, You agree to pay the Service Contract Fee to Consultant within thirty (30) days of the Closing or Service Date, whichever is later. If Your Services Contract is for less than a 12 month term, but You renew the Services Contract with Licensee, you agree to pay Us the Service Contract Fee based on the applicable Closing Consideration for the renewed Services Contract within thirty (30) days of the renewal Closing. This obligation will continue for a period of 12 months from the first Service Date.

- For Service Contracts to be paid on per service, monthly or other installment basis, You agree to pay the Service Contract Fee to Us within thirty (30) days of when You receive payment from Licensee over the 12 month period from the Service Date.

If all or some portion of the Consideration is incalculable at Closing (the "Future Amount"), including, without limitation, a royalty, earn-out, installment or other Consideration which is based on future events or results, then, (i) Provider shall pay at least the Minimum Fee (above) with no credits or adjustments and (ii) any Future Amount owed to Consultant. You agree to work with Us on the timing of payment for any Future Amounts owed to Us.

7. **No Warrants or Representations:** We disclaim any warranties, representations, responsibility, direct or indirect, express or implied, for the truth, accuracy or completeness of information provided to You concerning any Licensee We introduce to You. You acknowledge full and complete responsibility for the truth, accuracy and completeness of all information concerning any Licensee and expressly waive all rights of recourse, if any, against Us for Your reliance thereon.
8. **Notification of Sale:** You agree to include language in the Transaction/Service Contract initial and definitive documents a description of Your responsibility to pay Fees owed to Us and other notice responsibilities to Us. Upon request, You agree to provide Us with copies of all Transaction/Service Contract documents. By executing this Agreement, You hereby authorize the disbursing agent for the Transaction to pay all fees owed to Consultant at Closing.
9. **Not a Broker Dealer:** You acknowledge that We propose to initially act solely as a finder and advisor. In the event that We successfully introduce You to a third party and You enter into a transaction with that third party, then We may be entitled to a fee pursuant to this Agreement. In all events, CannaMatch is not a broker-dealer, shall not operate as a broker or dealer, is not holding itself out as a broker or dealer and is not engaged in the business of buying or selling securities or otherwise required to register with the National Association of Securities Dealers.
10. **Term:** This Agreement may be terminated by either party upon 30 days prior written notice. You agree that Your fee obligation(s) to Us under this Agreement, if any, survives this Agreement for thirty-six (36) months following the termination date of this Agreement.
11. **Collection Costs:** In the event We prevail in any action to enforce collection of amounts due or other rights under this Agreement, You agree to pay our legal and other collection costs plus interest at 1.50% per month on any unpaid balance from the original due date until the date paid.
12. **Indemnification:** You agree to indemnify and hold Us harmless, and its officers, directors, employees, agents and affiliates (the "Consultant Indemnified Parties") against any suits, losses, claims, damages or liabilities, joint or several, including shareholder actions, to which the Consultant Indemnified Parties may be subject (collectively, "Losses," and individually a "Loss") in connection with the services rendered under this Agreement, and to reimburse the Consultant Indemnified Parties for any legal or other expenses reasonably incurred by them in connection therewith; provided, however, that You shall not be responsible for any Loss resulting from the willful misconduct or gross negligence of a Consultant Indemnified Party. The indemnity obligations under this Agreement shall be binding on each party's successors and assigns. The sole and exclusive remedy with respect to any and all claims pursuant to this Agreement shall be the indemnification provisions set forth in this Agreement. In the event that the Transaction contemplated hereunder constitutes a merger, asset sale or other such transaction pursuant to which all or substantially all of Your assets have been transferred, the person executing this Agreement on Your behalf hereby agrees to be bound by Your indemnification obligations.
13. **Disclosure of Fee:** We will have the right, but not the obligation, to disclose Your responsibility to pay fees to Us, to any party to the Transaction.
14. **Severability:** If any clause, phrase, provision or portion of this Agreement or the application thereof to

any person or circumstance shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof.

15. **Binding Arbitration:** In the unlikely event a dispute arises, We believe that arbitration is a faster, easier and more efficient way to resolve such dispute. As a result, You and CannaMatch (the “Parties”) agree that upon the election of either of the Parties, any past, present, or future dispute relating in any way to this Agreement (“Claims”), or any other past, present, or future relationship or transaction between the Parties, will be resolved by binding arbitration as discussed below, and not through litigation in any court. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16. The arbitration shall be conducted by a single neutral arbitrator acting under the administration of JAMS, and in accordance with the then-applicable JAMS Rules. The arbitration shall be held in Chicago, Illinois. The arbitrator’s decision shall be final and legally binding and may be enforced by any court having jurisdiction. No class actions or similar process, and no joinder or consolidation of any Claim with a Claim of any other person or entity, shall be allowable in arbitration. The arbitrator shall have no authority to entertain any Claim on behalf of a class, group, person, or entity who is not a named party to the arbitration, nor shall any arbitrator have authority to make any award for the benefit of, or against, any class, group, person, or entity who is not a named party to the arbitration, and in the event of a dispute over this limitation, that question shall be resolved by a court rather than by an arbitrator; and to the extent it is determined that resolution of a Claim must proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration. Each Party will be responsible for any other fees or costs, such as attorney fees that the Party may incur.
16. **Entire Agreement:** This is the entire Agreement between the Parties pertaining to its subject matter and supersedes all prior agreements, representations, and understandings of the parties. No modification of this Agreement shall be binding unless agreed to in writing by the Parties.
17. **Counterparts:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement, to the extent signed and delivered by means of electronic mail of a .pdf, shall be treated in all manners and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
18. **Succession:** This Agreement and all its terms and provisions shall be fully binding upon and inure to the benefit of and be enforceable by the parties' successors and assigns. For avoidance of doubt, (a) We shall have the right to assign this Agreement, and all rights and obligations hereunder, to our affiliates without Your prior written consent; and (b) You shall have no right to assign this Agreement, or any of its rights or obligations hereunder, without CannaMatch’s prior written consent.
19. **Notices:** All notices, requests, consent and other communications hereunder shall be in writing and hand delivered, or mailed by trackable mail such UPS or FedEx, or emailed to the undersigned.

**CANNAMATCH, LLC**

**PROVIDER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

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