

CannaMatch Licensee Terms of Service

www.cannamatch.net

The CannaMatch Terms of Service (“Terms”) are a legally binding agreement between you, as a winner of an Illinois Social Equity Cannabis License (the “**Licensee**” or “**You**,” “**Your**”) and CannaMatch, LLC (collectively, “**CannaMatch**,” “**Us**,” “**We**”) and apply to your use of the CannaMatch Services (the “**Services**”). These Terms contain a binding arbitration provision, which affects your legal rights and may be enforced by the parties. By accessing or using the CannaMatch Services, you accept and agree to be bound by these Terms. If you do not agree to these Terms, you must immediately stop using the CannaMatch Services.

What We Will Do: We will assist You, in matching and introducing you to Providers interested in: (i) purchasing, merging, exchanging, investing, funding, partnering (e.g., joint venture or managed service), facilitating a real estate transaction (whether purchase or lease), and/or providing construction services, (in each case, a “**Transaction**”), and/or (ii) providing services over time, 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**”). Following Your completion of the initial “CannaMatch Licensee Questionnaire,” We will review, match, identify and present to you Providers who We deem suitable for Services or a Transaction based on a similar form completed by Provider. Upon Your approval, We will release Your contact information to Provider. You will thereafter have the opportunity to enter a Transaction with the Provider.

What You Need to Do: You need to inform Us within three (3) days of entering into a Transaction/ Service Contract (defined below) with each Provider (the “**Transaction/Service Notice**”). Transaction/Service Contract, for purposes of these Terms, is a fully executed contract memorializing the Services, Transaction or the intent to transact between the Parties. Examples of Transaction/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 such Transaction/Service Contract Notice, and assuming an exclusivity provision is included, We will no longer provide matches to You that directly conflict with the services Provider plans to provide to You. Provider must inform Us within three (3) days of the termination, expiration or other dissolution of such Provider Contract with You so that We may continue to match You with other suitable Providers.

Not a Broker Dealer: We are not acting as a Broker/Dealer, under these Terms, nor are We issuing securities or negotiating on behalf of Provider. We are exempt from federal registration under the Securities Act.

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 Provider introduced by Us. You acknowledge full and complete responsibility for the truth, accuracy and completeness of all information concerning any Provider and expressly waives all rights of recourse, if any, against Us for Your reliance thereon.

Your Information Will Be Confidential: We consider the information You provide to Us in the Licensee Questionnaire and in communications with Us to be Confidential Information. We agree that We will protect and safeguard the confidentiality of all Confidential Information with no less than a commercially reasonable degree of care and not use the Confidential Information, or permit it to be accessed or used, for any purpose other than the intended purpose under this Agreement. Notwithstanding the foregoing, You understand that the nature of the CannaMatch Services requires the disclosure of certain information that could otherwise be considered confidential about Your license to potential buyers, funders, providers and vendors, like location, ownership structure, assets and value/price. By proceeding with CannaMatch Services, You are agreeing to the above and acknowledging that We may share this information with others in pursuit of making You a match.

Cooperation: You agree to reasonably cooperate with Us in conjunction with these Terms by promptly notifying Us when (i) an agreement is reached with a Provider, (ii) documents are executed with a Provider, (iii) payments or other consideration is paid to a Provider, and (iv) closing or final payout is scheduled with a Provider.

Binding Arbitration: In the unlikely event a dispute arises, We believe that arbitration is a faster, easier and more efficient way to resolve such disputes. 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 these Terms (“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 and shall be conducted by a single neutral arbitrator, held in Chicago, Illinois, acting under the administration of JAMS, and in accordance with the then-applicable JAMS Rules. 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 and 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. 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.

Complete Terms: These Terms set forth the entire understanding between Us with respect to the CannaMatch Services. Any failure by CannaMatch to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any provision of these Terms held to be invalid or unenforceable under applicable law shall be struck, and the remaining provisions will continue in full force and effect. Any other terms which by their nature should survive, will survive the termination these Terms.

Consulting Fee Agreement: In the event You decide that You may also be interested in purchasing one or more licenses from other Licensees or provide services to one of more Licensees (e.g., managed services) in addition to or instead of selling Your existing license(s), You acknowledge that you will need to execute CannaMatch’s Consulting Fee Agreement.