

Stoney Girl Gardens

Authorized Distributor License Agreement

This Contract for License (this "Contract") is made effective as of _____, by and between Stoney Girl Gardens, an Oregon company, and _____. In this Contract, the party who is contracting to grant the License will be referred to as "Stoney Girl Gardens," and the party who will be granted the license will be referred to as "Distributor."

1) Deliverables

- a) Deliverables shall be Distributor Documentation, placement on web sites, limited promotions, and license to access available products, and ongoing support for supply as available.
- b) Wholesale access to Sunny Girl Premium Container Mix
- c) Access as Satellite campus for Portlandsterdam University
- d) Access to Associate Producers as available
- e) Access to products, as available
- f) Access to Genetics Licensing
- g) Assured Quality of Services
- h) Deliverables shall be made available to the Distributor FOB Portland, OR

2) Other Products and Services

- a) Other services not listed are optional and are not covered under this agreement. Types of these services include, but are not limited to: legal, accounting, staff training, representation, medical use, operations, products and liability.
- b) Other Products and Services that the Distributor may carry– any legal product or service within Stoney Girl tolerance in regards to Product Safety. Although a Distributor may carry many products, Distributor agrees to not handle, or market any Stoney Girl labeled products not produced by a currently authorized licensed Stoney Girl Gardens producer.
- c) Optional Services not listed are in addition and will be pre approved and billed for hourly time and materials.

3) Exclusions

This agreement does not include any production, associate or developers licensing. This contract does not include perpetual consultation, legal advice, accounting advice, guarantee of success, continual or guaranteed supplies, site visits, representations, writings, and data.

4) Responsibilities

The Distributor is responsible for timely payment of all fees. The Distributor is responsible for any transportation, delivery, and use of products and services, including procurement from any location and time arranged by STONEY GIRL GARDENS. The Distributor is responsible for all licensing and registration for all activities at all times during the term of this agreement, to include any matters with law enforcement, and the Distributor holds Stoney Girl Gardens harmless. Distributor agrees to establish and maintain appropriate activities and operate within all local and state regulations. Distributor agrees to provide at all times a safe environment, safe services, and safe products.

5) Terms

The total cost shall be _____, with _____ down and a monthly fee of _____ due the first day of the month for which it is owed. Initial setup cost must be paid within _____ days of the signing of this Agreement. STONEY GIRL GARDENS shall review and adjust these terms on the annual anniversary date of this Agreement. Distributor agrees to initially purchase products and services in the sum of _____ and to actively promote market and distribute all such products and services to maintain a minimum base of _____ per _____.

6. Length of Agreement

This Agreement shall be in effect for a minimum of one year from the date of signing. The Agreement shall be reviewed for renewal annually on the anniversary date of signing. Stoney Girl Gardens retains the right to review and change this agreement on an annual basis.

7. Termination

Distributor may terminate this Agreement by providing notice 30 days in advance to STONEY GIRL GARDENS in writing. STONEY GIRL GARDENS reserves the right to terminate this Agreement at any time and without cause. In such case that this Agreement is terminated, any STONEY GIRL GARDENS proprietary information and documents will be returned to Stoney Girl Gardens within 30 days at the contact address listed in this Agreement and Distributor agrees to no longer represent Stoney Girl Gardens. Immediate termination will occur if fees are not paid when due according to Section 5 or Distributor is in violation of any conditions and terms of this Agreement.

8. Notification

Distributor will send written notification to STONEY GIRL GARDENS 30 days prior to termination of this Agreement.

8. Exclusivity

Distributor acknowledges that they do not have any exclusive rights to Stoney Girl products, services and territories. Stoney Girl Gardens does not have the right to pre-approve other distributor resources, however Stoney Girl Gardens may object in writing and suspend use under this contract in cases where Stoney Girl Gardens feels there is a violation of this agreement.

9. Extent of Support

The extent of support shall be the maximum as stated in section 1. Distributor agrees that additional work shall be billed at hourly rate of _____ plus costs and expenses. Such services shall be pre approved by the Distributor. Stoney Girl Gardens is not responsible for negotiations, actions between Distributor and Suppliers, Distributor Operations and Members. Distributor assumes all responsibility to conduct all business.

10. Release

The Distributor releases Stoney Girl Gardens from any and all liability for legal and medical problems which may occur as a result of the use of medicinal cannabis, products and services.

8. WORK PRODUCT OWNERSHIP. Any copyrightable works, genetics, seeds, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by DISTRIBUTOR in connection with the Services will be the exclusive property of STONEY GIRL GARDENS. Upon request, DISTRIBUTOR will execute all documents necessary to confirm or perfect the exclusive ownership of STONEY GIRL GARDENS to the Work Product.

9. RELATIONSHIP OF PARTIES. It is understood by the parties that DISTRIBUTOR is an independent contractor with respect to STONEY GIRL GARDENS, and not an employee of STONEY GIRL GARDENS. STONEY GIRL GARDENS will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of DISTRIBUTOR.

10. DISCLOSURE. DISTRIBUTOR is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of STONEY GIRL GARDENS. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of STONEY GIRL GARDENS
- a manufacturing process of STONEY GIRL GARDENS
- any activity that DISTRIBUTOR may be involved with on behalf of STONEY GIRL GARDENS

11. EMPLOYEES. DISTRIBUTOR's employees, if any, who perform services for STONEY GIRL GARDENS under this Agreement shall also be bound by the provisions of this Agreement. At the request of STONEY GIRL GARDENS, DISTRIBUTOR shall provide adequate evidence that such persons are DISTRIBUTOR's employees.

12. INJURIES. DISTRIBUTOR acknowledges DISTRIBUTOR's obligation to obtain appropriate insurance coverage for the benefit of DISTRIBUTOR (and DISTRIBUTOR's employees, if any). DISTRIBUTOR waives any rights to recovery from STONEY GIRL GARDENS for any injuries that DISTRIBUTOR (and/or DISTRIBUTOR's employees) may sustain while performing services under this Agreement and that are a result of the negligence of DISTRIBUTOR or DISTRIBUTOR's employees.

13. INDEMNIFICATION. DISTRIBUTOR agrees to indemnify and hold STONEY GIRL GARDENS harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against STONEY GIRL GARDENS that result from the acts or omissions of DISTRIBUTOR, DISTRIBUTOR's employees, if any, and DISTRIBUTOR's agents.

14. RELEASE. The Distributor releases Stoney Girl Gardens from any and all liability for legal and medical problems which may occur as a result of the use of medicinal cannabis.

15. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

- a. Stoney Girl Gardens Intellectual Property.* DISTRIBUTOR does not personally hold any interest in any Intellectual Property.

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b. Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by DISTRIBUTOR (or DISTRIBUTOR's employees, if any) during the term of this Agreement shall be the property of STONEY GIRL GARDENS. DISTRIBUTOR shall sign all documents necessary to perfect the rights of STONEY GIRL GARDENS in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, DISTRIBUTOR shall sign all documents necessary to assign the rights to such Intellectual Property to STONEY GIRL GARDENS.

c. Stoney Girl Gardens Intellectual Property. Distributor agrees to keep all works of Stoney Girl Gardens confidential, including works, papers, plans, clients, seeds, genetics, plants and species, and shall not permit any relative, agent or individual to obtain or use such works. All products, ideas, works, seeds, plans, papers and other Intellectual Property shall be wholly owned by Stoney Girl Gardens.

16. CONFIDENTIALITY. DISTRIBUTOR, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of DISTRIBUTOR, or divulge, disclose, or communicate in any manner, any information that is proprietary to STONEY GIRL GARDENS. DISTRIBUTOR and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Upon termination of this Contract, DISTRIBUTOR will return to STONEY GIRL GARDENS all records, notes, documentation and other items that were used, created, or controlled by DISTRIBUTOR during the term of this Contract.

17. WARRANTY. DISTRIBUTOR shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in DISTRIBUTOR's community and region to include standards as set by Stoney Girl Gardens, and will provide a standard of care equal to, or superior to, care used by Stoney Girl Gardens on similar projects.

18. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

19. CONFIDENTIALITY. STONEY GIRL GARDENS recognizes that DISTRIBUTOR has and will have the following information:

- inventions
- products
- prices
- apparatus
- future plans
- business affairs
- process information
- trade secrets
- technical information
- customer lists
- copyrights
- seeds
- genetics

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Stoney Girl Gardens and need to be protected from improper disclosure. In consideration for the disclosure of the Information, DISTRIBUTOR agrees that DISTRIBUTOR will not at any time or in any manner, either directly or indirectly, use any Information for DISTRIBUTOR's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of STONEY GIRL GARDENS. DISTRIBUTOR will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

20. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that DISTRIBUTOR has disclosed (or has threatened to disclose) Information in violation of this Agreement, STONEY GIRL GARDENS shall be entitled to an injunction to restrain DISTRIBUTOR from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. STONEY GIRL GARDENS shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

21. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

22. SERVICES TO THIRD PARTIES. The parties recognize that DISTRIBUTOR may provide consulting services to third parties. However, DISTRIBUTOR is bound by the confidentiality provisions of this Agreement, and DISTRIBUTOR may not use the Information, directly or indirectly, for the benefit of third parties.

23. NON-COMPETE AGREEMENT. Recognizing that the various items of Information are special and unique assets of STONEY GIRL GARDENS that need to be protected from disclosure, and in consideration of the disclosure of the Information, DISTRIBUTOR agrees and covenants that for a period of one year following the termination of this Agreement, whether such termination is voluntary or involuntary, DISTRIBUTOR will not directly or indirectly engage in any business competitive with STONEY GIRL GARDENS. This covenant shall apply to the geographical area that includes the United States of America. Directly or indirectly engaging in any competitive business includes, but is not limited to, (i)

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engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, or (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of STONEY GIRL GARDENS for the benefit of a third party that is engaged in such business. DISTRIBUTOR agrees that this non-compete provision will not adversely affect the livelihood of DISTRIBUTOR.

24. RETURN OF PROPERTY. Upon termination of this Agreement, DISTRIBUTOR shall deliver all records, notes, data, memoranda, models, seeds and genetics, and equipment of any nature that are in DISTRIBUTOR's possession or under DISTRIBUTOR's control and that are STONEY GIRL GARDENS's property or relate to STONEY GIRL GARDENS's business.

25. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

26. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

27. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Oregon.

28. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

29. ASSIGNMENT. DISTRIBUTOR's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of STONEY GIRL GARDENS.

30. ENTIRE AGREEMENT

This Agreement is the entire Agreement between the Distributor and the STONEY GIRL GARDENS relating to the subject matter hereof and stands in the place of any previous Agreement, whether oral or in writing. The Distributor agrees that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

Stoney Girl Distribution Agreement

Distributor Name

Agent Name

Distributor Address

Agent Address

City, State, Zip

City, State, Zip

Distributor Phone Number

Agent Phone Number

Distributor ID Number

Agent ID Number

Distributor Number

Distributor Signature

Date

Agent Signature

Date