

PERFORMER & ENDORSEMENT AGREEMENT

This agreement is made on (date) between _____ (“Company”) and _____ (“Performer”)

Term: This agreement will become effective on today’s date and continues for one year.

Independent Contractor Status: It is the express intention of the parties that Performer is an independent contractor and not an employee, agent, joint venturer or partner of Company. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Company and Performer. Both parties acknowledge that Performer is not an employee for state or federal tax purposes. Performer shall retain the right to perform services for others during the term of this agreement.

Services To Be Performed: Performer has a distinct brand and identity and Company desires to utilize same in connection with co-branding and marketing for Company. Company will coordinate and direct the creation of a “strain” or “strains” of cannabis for purposes of legal sale (the “Product”). Company may utilize Performer’s stage name and any other trademarked identity (“Performer IP”) to market the Product for legal sale. Company will create distinct packaging and promotional materials for the Product. Solely during the term, Performer hereby licenses to Company the use of the Performer IP, and will utilize social media, appearances, other media platforms, and appearances to promote Company and Product as further referenced herein. Notwithstanding the foregoing, Company acknowledges that Performer is and shall remain the owner of all right, title and interest in and to the Performer IP and in all copyrights, trademarks, and other rights associated with the Performer IP, and that Company shall obtain approvals from Performer prior to any use of the Performer IP, such approval not to be unreasonably withheld.

Category Exclusivity: Performer agrees to not enter into any like agreement with a Competing Company in the cannabis industry space for the period of the term. “Competing Company” is defined as any business that primarily sells, distributes, operates, or manufactures cannabis related goods or services.

Sales Support: Performer agrees to promote the Product via appearances, product placement segments, and social media activation as outlined below

Appearances: Performer agrees to a minimum of three (3) appearances (any more than three [3] shall be at Performer’s sole discretion) at Company selected events during the term, subject to Performer’s prior availability. Performer agrees to a minimum of two hours for each appearance. Company shall provide notification to Performer no less than sixty (60) days prior to suggested appearance date(s). Performer will use best efforts to appear at each appearance below. Appearances are as follows:

[Event] [Date] [Location]

Product Placement Segments: Performer agrees to use reasonable efforts to include Product placement in two (2) video segments during the term of the agreement, herein referred to as “Product Placement Segments”. Product Placement Segments are defined as inclusion of the Product in video content developed and distributed by Performer. Both parties agree that Product Placement Segments shall be mutually agreed upon. Should Company not agree to two (2) Product Placement Segments during the term, Performer shall not be in breach of this agreement for failure to include same in video content.

Social Media: Once per month during the term, Company will provide Performer with images and copy for purpose of social media posts to Performer’s social media channels to include but not limited to Facebook, Twitter, and Instagram. Performer agrees to promote product through such social channels whenever reasonably possible and will use reasonable efforts to frequently post to social channels including but not limited to the one monthly post outlined above.

Payments: In consideration for the marketing services and licensing of trademarked Performer Name, Company shall pay Performer a fee of \$ _____ (herein referred to as “the Fee”) and a royalty of \$ ____/unit from sale of above referenced cannabis (herein referred to as “Royalties”). Fee payments shall be made as follows: \$ _____ within 30 days of execution of this agreement, \$ _____ upon completion of the first appearance, and \$ _____ upon completion of the final . Performer will supply an invoice for payments that coincide with the above referenced payment schedule including preferred method of payment to either a bank account or physical address.

Royalties will be made as follows: Company will pay a flat fee of \$ _____ to Performer for every _____ units sold from vapor pen sales and packaged eighths of dry flower buds. Additional items for branding may be available upon request. Company shall issue monthly sales reports to Performer for purpose of tracking sales. Such reports shall be rendered to Performer within thirty (30) days of the close of each calendar month and shall include payment of any Royalties due pursuant to the report. Performer shall have the right to audit the Company’s books and records to the extent they relate to Performer’s Royalties hereunder.

As Performer is not Company’s employee, Performer is responsible for paying all state and federal taxes.

Expenses: Performer shall be responsible for all costs and expenses incident to the performance of services for Company. Performer is responsible for all payments to their talent agent, if any. Any expenses in connection with any appearances beyond the requisite three (3) shall be the responsibility of the Company, unless the parties negotiate otherwise.

Readiness to Work and Supplies: Except as otherwise stated herein, Performer will supply all materials, social media, accessories, tools, equipment, and instrumentalities required to perform the services under this agreement. Performer will make reasonable efforts to communicate with Company and promote Company and the Product.

Warranties and Representations: Company agrees to indemnify and hold the Performer and his predecessors, successors, assigns, parents, subsidiaries, affiliates, and their respective directors, officers, employees, agents, managers, attorneys and representatives (“Performer Parties”) harmless from and against all losses, penalties, damages (including without limitation punitive damages), liabilities, suits and expenses (including without limitation reasonable attorneys’ fees) arising out of or in connection with third party claims and/or suits, against the Performer for (i) the Product or any other product of Company and/or their manufacture, packaging, distribution, advertising, promotion, sale or exploitation and (ii) any breach by Company of any of its representations, warranties or covenants in this agreement. Performer shall have the option to undertake and solely control the defense and/or settlement of any claim or suit at Company’s cost and expense, provided that the settlement (if any) thereof shall be subject to the Company’s reasonable approval, such approval not to be unreasonably withheld. Further, Company acknowledges that despite its assertions herein regarding “legal sale” of the Product, marijuana (and its derivatives) (a) remain illegal in any amount and/or circumstances pursuant to the federal Controlled Substance Act, wherein marijuana is classified as a Schedule 1 drug; (b) is only legal under California law (where Company is located) for medical use pursuant to California Health and Safety Code §11362.5; and (c) remains illegal in any amount and/or circumstances under Texas law (where Performer resides) pursuant to Texas Health and Safety Code §481.032, et seq. Accordingly, Company’s

above indemnity shall also extend to any criminal charges and/or government fines levied against Performer and/or any of the Performer Parties in connection with Performer's services under this agreement.

Insurance: Company shall acquire and maintain at its sole cost and expense throughout the term and any renewal of this agreement, and for a period of four (4) years following the termination or expiration of this agreement, Comprehensive General Liability Insurance, including product liability, advertiser's, and contractual liability, underwritten by an insurance company with a Best's rating of at least A-/XII and licensed to do business in the United States. This insurance coverage shall provide protection of not less than \$2,000,000 combined single limit for personal injury and property damage (on a per occurrence basis) and a deductible not to exceed ten percent (10%) of the required policy limits. All insurance policies shall name the Performer, Performer's related companies and the respective officers, directors, agents and employees of each of them as additional insureds. Company shall furnish the Performer with endorsements from insurance carriers reflecting compliance with the foregoing obligations within thirty (30) days after execution of this agreement. Company's insurance will be primary and not excess or contributory with respect to any insurance the Performer may maintain.

Entire Agreement: This document constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. Each of the provisions hereof are severable so that if any provision of this agreement shall be found to be invalid or unenforceable the same shall not affect the validity or enforceability of the remaining provisions. The parties shall negotiate in good faith to replace any invalid, illegal, unenforceable or incomplete provision with a valid provision the effect of which comes as close as possible to that of the intention of the parties. This agreement will be interpreted and construed in accordance with the laws of the State of California (exclusive of its conflict of law rules) relating to contracts entered into and to be fully performed therein. The state and federal courts having jurisdiction over Los Angeles County, California, will have exclusive jurisdiction over any and all disputes arising under this agreement or related to its subject matter.

PERFORMER:
[Name]

COMPANY:
[Name]