



CONSULTING AGREEMENT

THIS Business Consulting Agreement (“Agreement”) is made and effective on this _____ day of _____, 20____ by and between Full Circle Cannabis Consultations (**Consultant**) a Company with its office located in the County of Tehama, California and _____ (**Client**) with its principle offices located at _____.

1. RECITALS

Consultant has expertise in the area of Client’s business and is willing to provide consulting services’ to Client’s business.

Client is willing to engage Consultant as an independent contractor, not as an employee, on the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

2. CONSULTING SERVICES

Client hereby contracts Consultant to perform the following services according to the terms and conditions set forth in this agreement. Consultant will consult with the Officers, Stockholders, and or owners of Client’s Company, to facilitate development of programs and services in compliance with State and Local laws, as such laws relate to the cannabis industry, including but not limited to Statutory language, Local and State Licensing requirements, relevant Judicial rulings and Attorneys General guidelines. Consultants shall not directly represent the Client, its Board of Directors, its Officers or any other members of the Client’s Company in any transactions or communications, nor shall Consultants make any claims to do so.

3. **TERM OF AGREEMENT**

This Agreement will begin on the _____ day of _____, 20__ and will conclude on the _____ day of _____, 20__, or in accordance with the stipulations of work performance as delineated in accordance with **Exhibit B**.

4. **TIME DEVOTED BY CONSULTANT**

Consultant agrees to dedicate sufficient time to deliver to Client the services described herein, and as described in **Exhibit B**.

5. **PAYMENTS TO CONSULTANT**

The Consultant will be paid the hourly rates or flat fee, plus associated costs, as delineated in in accordance with **Exhibit A**, incorporated herein by reference and attached to this document. The fee may be paid as follows: _____ upon execution of this agreement; \$_____ plus associated expenses on the mid-point of the contract term, and; \$_____ plus associated expenses at the end of the contract term. Or, the retainer and subsequent fees may be paid in the amounts and installments, as stipulated to by both parties in **Exhibit A**. Consultant agrees to obtain written permission from the Client for any additional expenditure that exceeds a \$50.00 threshold. It is agreed that Client will pay for any Government fees required for license application processes or continued lawful operations. Additionally Client agrees to pay for any mileage fees, copy fees and travel expenses incurred by Consultant in furtherance of this agreement, in accordance with **Exhibit A**.

6. **INDEPENDENT CONTRACTOR**

Both the Client and Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, Consultant shall be responsible for payment of all taxes including Federal, state and

local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business fees as required.

7. **CONFIDENTIAL INFORMATION**

The Consultant agrees that any information received by the Client during and furtherance of the Consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by Consultant in full confidence and will not be revealed to any persons, firms or organizations. Any medical information will be maintained under the HIPPA handling procedures.

Each party hereto ("such party") shall hold in trust for the other party hereto ("such other party"), and shall not disclose to any nonparty to the Agreement, any confidential information of such other party. Confidential information is information which relates to such other party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill. Consultant hereby acknowledges that during the performance of this contract, the Consultant may learn or receive confidential Company information and therefore Consultant hereby confirms that all such information relating to Client's business will be kept confidential by the Consultant, except insofar as such information is required to be divulged to the Consultant clerical or support staff, in order to enable Consultant to perform Consultant's contract obligation.

Consultant agrees not to disclose or use, except as required in Consultant's duties, at any time, any information disclosed to or acquired during the term of this contract. Consultant shall take all reasonable precautions to prevent any other person with

whom Consultant is or may become associated from acquiring confidential information at any time. Consultant agrees that all confidential information shall be deemed to be, and shall be treated as the sole and exclusive property of Client. Upon termination of this contract, Consultant shall deliver to Company all drawings, manuals, letters, notes, notebooks, reports, tape recordings, magnetic recordings, digital recordings, and all other materials (including all copies of such materials), relating to such confidential information which are in the possession or under the control of Consultant.

8. **USE OF WORK PRODUCT**

Except as specifically set forth in writing and signed by both Client and Consultant, Consultant shall have all copyright and patent rights with respect to all materials developed under this contract and Client is hereby granted a non-exclusive license to use and employ such materials within the Client's business.

9. **LIABILITY**

With regard to the services to be performed by Consultant pursuant to the terms of this this agreement, Consultant shall not be liable to Client, of to anyone who may claim any right due to any relationship with the Client, for any acts or omissions in the performance of services on the part of the Consultant, or on the part of the agents of employees of Consultant, including the full understanding that Consultant, is not acting in the capacity of an attorney nor providing legal advice to Client, notwithstanding the fact that members of Consultant company may hold Law degrees. Client shall hold Consultant harmless from any obligations, costs, claims, judgments, attorney's fees, arising from the services rendered to the Client, pursuant to the terms of this agreement or in any way connected with the rendering of services, except when Consultant, is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

10. COMPANY REPRESENTATIVE

The following individual, _____, shall represent the Client during the performance of this contract with respect to the services and deliverables as defined herein and has authority to execute written modifications or additions to this contract.

11. DISPUTES

Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs if said arbitration.

The final arbitration decision shall be enforceable through the courts of the State of California, County of Sacramento. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this Section 11 were not a part hereof.

12. LIABILITY

Consultant warrants to Client that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Consultant makes no other warranties, whether written oral, or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event shall Consultant be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Consultant in advance or could have been reasonably foreseen by Consultant, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing

possible damages the complete and total liability to Client shall be limited to One Thousand Dollars (\$1,000.00) as liquidated damages and not as a penalty.

13. ENFORCEABLE

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of the Consultant against the Client whether predicated on this Agreement or otherwise.

14. REPRESENTATIONS AND WARRANTIES

Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise inconsistent with the terms of this Agreement or with Consultant undertaking this relationship with the Client, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right or any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not entered into or will into any agreement (whether oral or written) in conflict with this Agreement.

15. COMPLETE AGREEMENT

This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein including **Exhibit A (and Exhibit B, where applicable)**. No other agreements, representations, warranties or other matters, oral or written, purported agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

16. ATTORNEY'S FEES

Should either party hereto, or any heir, personal representative, successor or assign or either party hereto, resort to arbitrations to enforce this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such arbitration from the party or parties against whom enforcement was sought.

17. NON-WAIVER

No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the Client, by an executive officer of the Company or other person duly authorized by the Client.

18. APPLICABLE LAW

Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation. This agreement shall be construed in accordance with the laws of the State of California, County of Sacramento.

19. AGREED VENUE

Consultant and Client agree that any action or arbitration brought under this agreement shall be brought in the State of California, County of Sacramento.

20. SEVERABILITY

If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and

agree that such scope may be judicially modified accordingly, and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to law. If any provision of this agreement is stricken by a court of competent jurisdiction then the rest of the agreement shall stay in full force and affect.

21. ADDITIONAL WORK

After receipt of an order which adds to the Services, Consultant may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay Consultant for such action and expenditure as set forth in **Exhibit B** of this Agreement for payments related to Services.

22. NOTICES

All notices or other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the Company at:

CLIENT

Or to the **CONSULTANT** at

P.O. Box 9152
Red Bluff California 96080

education@fullcirclecannabis.com

Notice of change of address shall be effective only when done in accordance with this section.

23. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. Any assignment made or attempted to be made without the express written consent of the other party shall be deemed null and void and this agreement shall be unenforceable by the assignee in any court or any arbitration proceeding. Upon the assignment of this Agreement by any party shall make this Agreement null, void and unenforceable in any court or arbitration proceeding.

24. NON-LEGAL REPRESENTATION

Client understands that Full Circle Cannabis Consultations is not a Law Firm. It is clearly understood by Client that Consultant is not licensed to practice law in California, and that, even if individual consultants are licensed to practice law, Consultant is not being retained in that capacity herewith. However, Consultant can legally assist you with understanding the documents that we have contracted to provide you with.

Full Circle Cannabis Consultations

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION CLAUSE WHICH MAY BE ENFORCED BY THE PARTIES.

ENTERED AND AGREED UPON BY

CONSULTANT

DATE

CLIENT, or

AUTHORIZED CLIENT REPRESENTATIVE

DATE

Full Circle Cannabis Consultations