

CANNABIS TRAVEL CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) dated and effective this ___ day of June ____, 2021 (“Effective Date”) by and between Cultivar Brands, Inc. with an address at 6520 Lonetree Dr. #1026, Rocklin, CA 95765 (hereinafter referred to as “**Agency**”) and the Mendocino County Tourism Commission (Visit Mendocino) with an address at PO Box 89, Ukiah, CA 95482, (hereinafter referred to as “**Client**”). Agency and Client may each be referred to as “Party” and collectively as “Parties.”

Recitals

Whereas, Client is the official destination marketing organization for Mendocino County. Client is a not-for-profit organization dedicated to representing all of Mendocino County as a tourism destination, providing long-term economic development around a sustainable and vibrant travel and tourism strategy; and

Whereas, Agency is in the business of providing consulting, development and implementation services for cannabis-related travel and hospitality strategies and defined herein (the “Services”); and

Whereas, Client desires to obtain Services from Agency and Agency desires to provide Client such Services as described herein.

Now, Therefore, in consideration of the performance of the obligations set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

Terms

1. Scope of Services. The Agency will perform the Services as defined in Exhibit “A” which is attached hereto and incorporated herein by reference (“Scope of Work”). The Client will meet all contribution requirements (“Client Contributions”) defined in Exhibit “B” which is attached hereto. The parties may enter into multiple or other scopes of work so long as they are in writing and signed by both parties. Each scope of work shall reference this Agreement and shall automatically be incorporated into this Agreement.

2. Manner of Performance of Services. Agency will act as a strategic advisor for the Client focusing on cannabis-related tourism. In this capacity Agency will educate stakeholders, assess and engage cannabis-related assets in the community and create a cohesive offering that serves the cannabis-motivated traveler. Agency will seek to expand Client's reach to new markets and increase revenue streams through engaging the cannabis-motivated audience. Altogether, Agency is working with Client to develop and execute a cannabis-travel and tourism Program and marketing programs (herein referred to as "**Program**"). The Program Services to be provided by Agency are further detailed in Exhibit A.

3. Intellectual Property Rights and Marketing Materials.

a. The Parties agree that as between Agency and Client, Client is the sole and exclusive owner of all Intellectual Property Rights in the "Program" Products. However, the Agency may retain and use copies of such works for reference and as documentation of its experience and capabilities.

b. The Parties agree that as between Agency and Client, Agency is the sole and exclusive owner of all Intellectual Property Rights in the "Effect Pairing" methodology deployed for the curation of itineraries supporting the Program. Client is not obligated to use the Effect Pairing terminology when referring to any part of the Program, and it is further understood that Client may desire to alter the terminology to fit the needs of the destination and its stakeholders. If Client elects to use the Effect Pairing terminology, Agency will allow Client to include mention, marks and logos on a pre-approved basis, not to be unreasonably withheld.

c. Data captured through the implementation of the Program; consumer/audiences, product sales, destination visitation, room nights, economic impact, etc. will mutually owned by the Parties. Agency will only use data captured from Program to measure and evaluate the Program, to support development further strategies and as documentation of its experience and capabilities.

d. Aside from the uses permitted in this Agreement, neither party shall use the names, trademarks, service marks, copyrights, call letters, trade names or photographs of the facilities or products or services of the other party or its affiliates for any purpose, except as provided for in this Agreement, without the express prior written consent of the subject party for each proposed use, and any such use must be accompanied by the appropriate trademark, service mark, copyright or other designation required by the owner of such property. All use of the marks of the other party shall reflect a high level of quality in products and/or services. In no event shall either party utilize the other's mark in any manner that is intended to be detrimental to the goodwill and prestige associated with said marks. All uses of all marks owned by the other party shall terminate promptly upon the expiration or termination of this Agreement.

e. Notwithstanding 2d. above, Agency agrees that the Program “final product” is the property of the Client. In the event of early termination or non-renewal, Client has the right to continue to implement the Program, creative, collateral and assets. On-going usage of Agency proprietary IP, marks or terminology must be approved by Agency. Approval shall not be unreasonably withheld or delayed.

4. Exclusivity - Strategic Partnerships & Stakeholders. The parties agree that the Program is unique to Mendocino County; its cannabis history, culture, place of “source”, brands, services, dispensaries and farmers. The Program will focus exclusively on the integration, promotion and showcasing of Mendocino cannabis stakeholders.

5. Independent Contractors. The relationship between Agency and Client is that of independent contractors. Neither Party shall be the agent of the other for any purpose whatsoever and shall have no power or authority to make or give any promise, warranty or representation, to execute any contract or otherwise create, issue or assume any liability, obligation or commitment in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other party. Neither party hereto shall be liable to any third party for any action taken or for any failure to take any action on the part of the other party, or for any liability, obligation or commitment incurred by the other party, except to the extent specifically agreed in writing. Nothing contained in this Agreement shall be construed so as to create a partnership or joint venture between the Parties. It is further agreed, consistent with Agency’s independent contractor status, that: (i) it is in the business of performing the services indicated herein and it retains the right to perform services for others during the Term of this Agreement; and (ii) Agency has the right to hire subcontractors, including, without limitation, suppliers or others to provide some or all of the services indicated in this Agreement and any applicable Scope of Services. Both parties shall maintain and be responsible for its own employees, insurances, licensees, policies and procedures applicable to its own businesses neither party is responsible in any way for the other.

6. Confidential Information. For purposes of this Agreement, “Confidential Information” means any information concerning either Party’s trade secrets, products, planned products, or planned services, suppliers, customers, data, financial information, know how, processes, methods, knowledge, inventions, designs, ideas, marketing, promotions, discoveries, research, development, or other information relating to the Party’s business activities or operations or those of its customers or suppliers. Confidential Information does not include information to the extent that the receiving Party can demonstrate: (a) was rightfully known to the receiving Party prior to the time of disclosure hereunder; (b) was independently developed by the receiving Party without any reliance on Confidential Information; (c) was part of the public

domain; or (d) was lawfully obtained by the receiving Party from a third party not under an obligation of confidentiality.

7. Non-Disclosure of Confidential Information. Each Party will (a) keep the terms of this Agreement and the other Party's Confidential Information confidential and, except as authorized by the other Party in writing, only use, and make copies of, the other Party's Confidential Information to perform the Services or its obligations as required under this Agreement; and (b) only disclose the other Party's Confidential Information to its personnel, including its affiliates, subcontractors and agents, who have a legitimate business need to know the Confidential Information in order to perform the Party's obligations under this Agreement. Each Party will use the same means as it uses to protect its own Confidential Information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of the other Party's Confidential Information. The receiving Party may disclose Confidential Information to the extent required by law or a requirement of a governmental authority if it gives the disclosing Party prior written notice of the required disclosure and coordinates with such other Party to limit the nature and scope of such required disclosure.

8. Indemnification. Client shall indemnify, defend and hold Agency and its respective officers, directors, employees, agents, stockholders, customers and Contacts ("Indemnitees"), harmless for, from and against any and all losses, liabilities, damages, awards and expenses, including, without limitation, reasonable attorneys' fees, expert witness fees and costs (collectively, "Losses") arising out of or resulting from any claim, action, lawsuit or proceeding brought or made, based directly or indirectly on (a) Client's breach or alleged breach of its representations, warranties or obligations under this Agreement, or (b) injuries to persons or property based on Client's Product defect, without limitation, claims of product liability, or (c) negligence or willful misconduct. Client shall indemnify, defend and hold Indemnitees harmless for, from and against any and all Losses arising from any claim, action, lawsuit or proceeding brought or made that the Client's Products represented, provided sold, distributed and referenced and/or represented in this Agreement infringe or otherwise violate any Intellectual Property Rights of any third parties.

9. Term and Termination. The term of this Agreement will commence on the Effective Date and remain effective for a period of twelve (12) months (dates determined to be July 1, 2021 to June 30, 2022) or when Exhibit A Services are complete and expense invoices (if any) are paid ("Term"). Except as expressly provided, the Term of this Agreement shall remain in effect with respect to a current Scope of Work in place at the time of termination or expiration of this Agreement. Either party may terminate the Agreement for cause by giving the other party thirty

(30) days' prior written notice. Either party may terminate this Agreement if the other party commits a material breach of this Agreement and such breach continues for more than thirty (30) days after written notice of such breach is given to the breaching party by the non-breaching party. Failure to pay an invoice must be cured in thirty (30) calendar days and failure to do so shall be considered a material breach.

10. Payment of Services. Pricing and payment for Services shall be set forth on Exhibit C and referred to as Fees for Services. Additionally, upon prior written approval by Client and within 15 days of receipt of a proper Invoice, Client shall reimburse Agency for approved expenses (including travel and administrative fees) ("Expenses") incurred by Agency while performing the Service. Agency will invoice Client for such Expenses.

The pricing for Services does not include any taxes, which may apply to the sale or use of Services, including sales, use, privilege. Client is solely responsible for payment of all such taxes, whether or not invoiced.

11. Payment of Program Assets. Client is responsible for the cost for the creation, fabrication and shipment of all Program assets, collateral and partner displays. Client has the right to engage in 3rd-party contractors and vendors in support of the Program and is responsible for the compensation for products or services.

12. Renewal. Unless terminated for cause as outlined herein, this Agreement will automatically renew for an additional Term determined to be from July 1, 2022 to June 30, 2023 under similar financial terms as the Initial Term (\$35,000 per year) plus reimbursement for pre-approved expenses. The Parties may enter into a refined Scope of Services that will be mutually agreed upon and entered into this Agreement.

13. Severability. In the event any part of this Agreement shall be held to be invalid by any competent court or arbitration panel, this Agreement shall be interpreted as if only that part is invalid and that the Parties to this Agreement will continue to execute the rest of this Agreement to the best of their abilities unless both parties mutually consent to the dissolution of this Agreement.

14. Representations and Warranties. Each party hereby represents, warrants and covenants to the other that it is an entity validly existing pursuant to the laws of the state in which it is organized and has the full power and authority to carry out the terms of this Agreement. The person signing this Agreement is duly authorized to execute the same and this Agreement will be valid and binding on such party in accordance with its terms. The execution, delivery and performance of this Agreement will not violate any other agreement or instrument to which such party is a party.

15. **Governing Law.** This Agreement shall be interpreted in accordance with laws of the State of California.

16. **Entire Agreement.** This Agreement and attached schedules constitute the entire contract of the parties with respect to the matters addressed herein and no modifications of this Agreement shall be enforceable unless in writing signed by **both Parties.**

17. **Counterparts/Facsimile/pdf Signatures.** This Agreement may be executed in counterparts and shall be binding on all Parties when all have signed an original of this Agreement. For purposes of this Agreement, signatures sent by facsimile or e-mail transmission in Portable Document Format (“pdf”) may be deemed original signatures and used for all purposes as though they were original.

In witness whereof, the Parties, being duly authorized to do so, have caused this Agreement to be executed as of the Effective Date.

Cultivar Brands, Inc.

Signature: _____

Name _____

Title _____

Mendocino County Tourism Commission

Signature: _____

Name _____

Title _____

EXHIBIT "A"

SCOPE OF SERVICES

CULTIVAR STRATEGIES - GENERAL SERVICES

- Client Information Ingestion
 - Strategic Plan, Brand, Pillars, Data, Audience targets, programs, current Programs, Marketing Plans, Advertising, Seasonality, Events
- Project Management set-up & integration on Project Management System
- Define and Clarify Client Cannabis Travel Goals & Objectives
- Cannabis Travel Management Team – Roles & Responsibilities
- Cannabis Travel Program Milestone Calendar
- Program Summary Document prepared for Client stakeholders
- Travel Ecosystem Stakeholder Development
 - Airport
 - Hotels, Resorts, Lodging
 - Restaurants, Arts, Attractions
 - Events
 - Unique Destination Experiences
- Cannabis Asset Discovery and Development
 - Cannabis Shops, Lounges, Delivery Service, Operators, Tours, Brands, Events
 - Vetted Partners, Products, Services, Activities and Experiences
 - Industry Marketing Strategies & Communications
- Site Surveys & Market Immersion – On-going
- Curated Mendocino County Content
 - "Know Before You Go" – Content development and customization
 - "Cannabis Travel Guide" – Content development and customization
 - Experience Design
 - Effect Pairings
 - Mendocino Cannabis Top Ten
 - Mendocino County asset integration – reinforcing current themes, attractions, story
- Client Digital Interface – preparing content for web and social integration
- Stakeholder Tool Kits, Tutorials, Interface, Zoom Presentations
- Cannabis Travel Marketing Plan – Integrating message and assets into current Programs
- Collateral Content (as required)
- Bespoke Events Development (to be discussed, with development and execution under a separate agreement)
- On-going Program performance assessment

EXHIBIT “A”

SCOPE OF SERVICES

“TENTATIVE” ROLL OUT SCHEDULE

PHASE ONE: Groundwork

July 1, 2021 – October 31, 2021

Destination Onboard, Stakeholder Sessions, Destination Site Survey

- Destination Information Ingestion including the destination brand, pillars, strategic plan, key stakeholder groups and travel audience data and insights.
- Cannabis industry-related destination research including stakeholder surveys.
- Host a series of stakeholder meetings online and in person as needed, to discuss the destination’s Cannabis Travel Program.
- Identify the needs and concerns of the community and stakeholders.
- Develop cannabis-related strategies that may best serve the destination and identify local cannabis and hemp brands and businesses that are interested in participating in the Cannabis Travel Program (Program) as a Preferred Partner or merchant.

PHASE TWO: Development

November 1, 2022 – March 31, 2022

Travel Guide Ecosystem Development, Toolkit Development, Distribution and Training

- Develop and distribute Toolkits throughout the Destination.
- Conduct a virtual Toolkit Training Session. The Toolkits include a suite of cannabis-relevant hospitality assets that educate, mitigate risk and offer turnkey incremental revenue opportunities for hotels and stakeholders across the travel ecosystem.
- The Program Partner Toolkits are customized to include assets relevant to the partner as they exist and are featured in the Cannabis Travel Program.

EXHIBIT “A”

SCOPE OF SERVICES

PHASE THREE: Rollout

April 1 – June 30, 2022

Cannabis Travel Guide launch and promotion

- Curate a coordinated destination Cannabis Travel Guide with collaborative partners across the travel ecosystem including cannabis retailers, lounges, experiences and activities.
- The Cannabis Travel Guide features a suite of cannabis-themed itineraries and pairings.
- Agency will monitor and measure success as defined by Client.
- Agency will provide quarterly reporting and ongoing communication with participating stakeholders and merchants.
- The Client’s Cannabis Travel Program and Guide will continue to evolve its content, participating stakeholders, messages, and continue to serve as a valuable travel platform for destination.

EXHIBIT “B”

CLIENT SUPPORTS SERVICES

- Mendocino County Assets - Destination DNA & Story, Program(s) & Creative
- Management Team support (as required)
- “Top Down” introductions to Hotel, Restaurant, Economic Dev. Chamber, etc.
- Local cannabis business and cultural recommendations & knowledge
- “Cannabis Agency of Record” designation
- Joint Press Release on Cannabis Travel Platform
- Creative Design Services (as required)
- Case Study (& Testimonials)
- Mendocino County – Cannabis Travel Program-specific Data share
- Automatic Renewal Option for 2022 & 2023

EXHIBIT "C"

FEES FOR SERVICES

The Fee(s) for the Services shall include the following:

For the initial term, Client shall pay Agency a Fee of \$35,000 over a (12) month period as total compensation for the project described herein. Payment of such Fees shall be made fifteen (15) days following the receipt of an Agency Invoice. Payments will follow the following schedule:

July 15, 2021	<u>\$3,000</u> due fifteen (15) days after the Effective Date (or upon execution of this Agreement), and with the submission of a proper Invoice.
August 15, 2021	\$3,000
September 15, 2021	\$3,000
October 15, 2021	\$3,000
November 15, 2021	\$3,000
December 15, 2021	\$3,000
January 15, 2022	\$3,000
February 15, 2022	\$3,000
March 15, 2022	\$3,000
April 15, 2022	\$3,000
May 15, 2022	\$3,000
June 15, 2022	\$2,000
Total	\$35,000

All payments are non-refundable.

Expenses. Client shall reimburse Agency for expenses incurred by Agency for which prior written approval was received. Agency will submit a proper invoice for all expenses.