

Stoney Girl Gardens

Associate Clone Production License Agreement

This Grant for Licensing (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 "Producer."

1. DESCRIPTION OF LICENSE. Beginning on _____, PRODUCER will be licensed to produce STONEY GIRL GARDENS products:

Produce clones and rooted cuttings using Stoney Girl Gardens Genetics and Organic Methodology.

2. DELIVERABLES. Deliverables from Stoney Girl Gardens shall be license to access available products, access genetics, and ongoing support for supply as available:

Access to Portlandsterdam University training.

Access to Sunny Girl Premium Container Mix.

3. PAYMENT FOR SERVICES. In exchange for the Services License PRODUCER will pay STONEY GIRL GARDENS according to the following schedule:

Compensation shall be \$3.00 in License Fee per viable clone, payable monthly to Stoney Girl Gardens. Such monthly payments shall be accompanied with a Stoney Girl Gardens Clone Production Report.

4. CLONE LICENCING. Each clone shall be accompanied and identified by an End User License Agreement from Stoney Girl Gardens.

5. OTHER PRODUCTS AND SERVICES. Other services not listed 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.

6. EXCLUSIONS. This agreement does not include any other production, associate, distribution or developers licensing. This contract does not include perpetual consultation, legal advice, accounting advice, and training, guarantee of success, continual or guaranteed supplies, site inspections, representations, writings, and data. This agreement does not include seeds and other genetic material, or products not listed.

7. TERM. This Agreement shall be effective for a period of one year and shall automatically renew for successive terms of the same duration, unless either party provides 30 days written notice to the other party prior to the termination of the applicable initial term or renewal term.

8. WORK PRODUCT OWNERSHIP. Any copyrightable works, genetics, seeds, plants, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by PRODUCER in connection with the Services will be the exclusive property of STONEY

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GIRL GARDENS. Upon request, PRODUCER will execute all documents necessary to confirm or perfect the exclusive ownership of STONEY GIRL GARDENS to the Work Product.

9. RESPONSIBILITIES. The Producer is responsible for any transportation, delivery, and use of products and services. The Producer is responsible for all licensing and registration for all activities at all times at the Producer during the term of this agreement, to include any matters with law enforcement, and the Producer holds Stoney Girl Gardens harmless. Producer agrees to establish and maintain appropriate activities and operate within all local and state regulations. Producer agrees to provide at all times a safe environment, safe services, and safe products.

10. CERTIFICATION. PRODUCER agrees to insure that all personnel shall hold a growers and producers Certificate of Completion from Portlandsterdam University.

11. INSPECTIONS. Producer agrees to allow access to Stoney Girl Gardens for inspections of production facilities at the sole cost of the Producer. Such inspections shall be subject to a 30 day advance notice and performed no more than once every 6 months unless otherwise required.

12. METHODS OF PRODUCTION. PRODUCER shall provide its services and meet its obligations under this Contract using knowledge and recommendations for performing the services which meet generally acceptable Stoney Girl Garden standards, and will provide a standard of care equal to, or superior to, care used by Stoney Girl Gardens on similar projects.

Producer shall use only Stoney Girl Gardens authorized organic methods of growing and follow all guidelines as set by Portlandsterdam University.

13. SAFETY. Producer shall use safe practices in producing, harvesting, handling and storing of products. Producer shall not distribute any product with molds, mildew, chemicals, pesticides, or that is sub standard in quality to similar products produced by Stoney Girl Gardens.

14. RELATIONSHIP OF PARTIES. It is understood by the parties that PRODUCER 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 PRODUCER.

15. DISCLOSURE. PRODUCER 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 PRODUCER may be involved with on behalf of STONEY GIRL GARDENS

16. EMPLOYEES. PRODUCER'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, PRODUCER shall provide adequate evidence that such persons are PRODUCER's employees.

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

18. INDEMNIFICATION. PRODUCER 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 PRODUCER, PRODUCER's employees, if any, and PRODUCER's agents.

19. RELEASE. The Producer 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.

20. 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. PRODUCER does not personally hold any interest in any Intellectual Property.

b. Development of Intellectual Property. Any improvements to Intellectual Property, further inventions or improvements, and any new items of Intellectual Property discovered or developed by PRODUCER (or PRODUCER's employees, if any) during the term of this Agreement shall be the property of STONEY GIRL GARDENS. PRODUCER 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, PRODUCER shall sign all documents necessary to assign the rights to such Intellectual Property to STONEY GIRL GARDENS.

c. Stoney Girl Gardens Intellectual Property. Producer 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.

21. WARRANTY. PRODUCER 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 PRODUCER'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.

22. 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

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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.

23. CONFIDENTIALITY. STONEY GIRL GARDENS recognizes that PRODUCER 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, PRODUCER agrees that PRODUCER will not at any time or in any manner, either directly or indirectly, use any Information for PRODUCER'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. PRODUCER will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

24. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that PRODUCER has disclosed (or has threatened to disclose) Information in violation of this Agreement, STONEY GIRL GARDENS shall be entitled to an injunction to restrain PRODUCER 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.

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

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

27. 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, PRODUCER agrees and covenants that for a period of five years following the termination of this Agreement, whether such termination is voluntary or involuntary,

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PRODUCER 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, Europe and the World. Directly or indirectly engaging in any competitive business includes, but is not limited to, (i) 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. PRODUCER agrees that this non-compete provision will not adversely affect the livelihood of PRODUCER.

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

29. 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.

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

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

32. 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 paragraph below or to such other address as one party may have furnished to the other in writing.

33. ASSIGNMENT. PRODUCER'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.

34. ENTIRE AGREEMENT.

This Agreement is the entire Agreement between the Producer 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 Producer agrees that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

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_____ Producer Name	_____ Agent Name
_____ Producer Address	_____ Address
_____ City, State, Zip	_____ City, State, Zip
_____ Producer Phone Number	_____ Agent Phone Number
_____ Producer ID Number	_____ Agent ID Number
_____ Producer Signature	_____ Date
_____ Agent Signature	_____ Date