



QONKUR MEDIA TERMS & CONDITIONS

These Terms and Conditions (the “Terms”) between Qonkur Media Group, LLC (“Qonkur,” or “Service Provider”) and the person or entity agreeing to these terms (“Company” or “you”) set out in the Master Service Agreement (the “Agreement”) between Company and Qonkur enable Qonkur to provide the services to Company in accordance with its standards, policies, and procedures (the “Services”). Qonkur and Company are sometimes referred to herein as a Party or collectively as the Parties.

These terms take effect when you sign the Agreement or when you first use Qonkur’s Services, whichever is earlier, and will remain in effect during the relevant term or until terminated as specified in the Agreement.

1. **DISCLAIMER.** QONKUR DOES NOT WARRANT THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES QONKUR MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED OR THE LOSSES THAT MAY OCCUR FROM USE OF THE SERVICES. EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT, THE SERVICES ARE PROVIDED “AS IS,” AND QONKUR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
2. *Independent Contractor.* The relationship between the Parties is that of independent contracting parties. Nothing contained in this Agreement or the course of conduct between the Parties will be considered to form a partnership, employment relationship, or any other relationship except that of independent contractor. In performance of the Services under this Agreement, Service Provider is an independent contractor with the authority to control and direct the performance of the Services.
3. *Taxes, Benefits, and Expenses.* Service Provider is responsible for all expenses connected with the performance of the Services to the Company under this Agreement. Service Provider shall be solely responsible to pay all applicable federal, state, and local taxes and to file all related returns and reports in connection with the performance of Services to the Company under this Agreement. Service Provider acknowledges that the Company has no obligation to and will not withhold taxes of any kind or nature with respect to the Services performed by Service Provider. Service Provider shall indemnify and hold the Company harmless to the extent of any obligation of the Company to pay any taxes, whether income or otherwise, including any withholding taxes, social security taxes, unemployment taxes, or disability insurance or similar items in connection with any payments made to Service Provider by the Company.



4. *Ownership of Intellectual Property.* All intellectual property and related material (the Intellectual Property”) that is developed or produced under this Agreement will be the property of the Company, except upon default as set forth herein.
5. *Service Provider’s Right to Use Company Intellectual Property.* The Company agrees to allow Service Provider to use its intellectual property and other intellectual property that the Company controls to the extent reasonably necessary to perform the Services pursuant to this Agreement. Beyond that, the Company is not giving the Service Provider any intellectual property rights, unless specifically stated otherwise in this Agreement.
6. *Confidential Information.* Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has business, technical or financial information relating to Disclosing Party’s business which it has disclosed or may disclose during this Agreement (“Confidential Information”). Qonkur’s Confidential Information includes non-public information regarding features, functionality and performance of the Services, as well as all user visible aspects of the Services. Company’s Confidential Information includes information provided by Company to Qonkur to enable the provision of the Services as well as all Company Data.

6.1. *Non-Use.* Receiving Party agrees that it will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of Disclosing Party. Without limiting the foregoing, Receiving Party will take at least those measures that it takes to protect its own most important confidential information. Receiving Party agrees (i) not to use any Confidential Information of Disclosing Party for any purpose except to perform its obligations or exercise its rights under this Agreement and (ii) not to disclose any Confidential Information of Receiving Party to third parties or to such party’s employees, officers, agents, contractors or other representatives (“Personnel”), except to those Personnel of Receiving Party who need or have access to such Confidential Information in order to perform works in connection with this Agreement and are subject to confidentiality obligations consistent with those of this Agreement.

6.2. *Exceptions.* Disclosing Party agrees that these confidentiality obligations will not apply to any information that Receiving Party can document (a) is or becomes generally available to the public; (b) was in its possession or known by it prior to receipt from Disclosing Party; (c) was rightfully disclosed to it without restriction by a third party; and/or (d) was independently developed without use of any Confidential Information of Disclosing Party. Nothing in this Section 4 precludes either party from disclosing the other party’s Confidential Information as required by law or a legal process, provided that such party (i) gives the other party prior written notice sufficient to permit the other party to contest the disclosure or seek a protective order (or other confidential treatment) and (ii) reasonably cooperates with the other party in limiting the disclosure. In addition, a party



may disclose information concerning this Agreement and the transactions contemplated under this Agreement, including providing a copy of this Agreement, to any or all of the following: (x) potential acquirers, merger partners, investors and their personnel, attorneys, auditors and investment bankers, solely in connection with the due diligence review of such party by persons and provided that the disclosures are made in confidence, (y) the party's outside accounting firm, or (z) the party's outside legal counsel.

6.3. *Return of Confidential Information.* Promptly following the earlier of (i) the expiration or earlier termination of the Agreement, or (ii) the request of Disclosing Party, Receiving Party will return to Disclosing Party, or destroy all Confidential Information that are in written, electronic or other tangible form (including, without limitation, all written or printed documents, notes, memoranda, email, or computer memory, whether or not prepared by Receiving Party) to the extent containing or summarizing any portion of the Confidential Information, including, without limitation, all copies and extracts of such Confidential Information. In addition, upon the request of Disclosing Party, Receiving Party will certify to Disclosing Party in writing Receiving Party's and its Personnel's compliance with its obligations pursuant to this Section 4. Notwithstanding anything to the contrary in this Agreement, Qonkur may retain Confidential Information after termination of this Agreement for such period of time agreed to by Company and Qonkur or a reasonable time period to properly destroy all remaining Company Confidential Information. To the extent either party is required by law to maintain copies of Confidential Information or records related to disclosure or handling, that party will be under no obligation to destroy such information, however it will remain subject to the obligations in this section.

6.4. *Equitable Remedies.* Receiving Party acknowledges that in the event of a breach of this Section 6 by Receiving Party, substantial injury could result to Disclosing Party and money damages will not be a sufficient remedy for such breach. In the event that Receiving Party engages in or threatens to engage in any act which violates any provision of this Agreement, Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of this Agreement. Disclosing Party will not be required to post a bond or other security in connection with the granting of any such relief.

7. *Company Obligations.* Except as permitted herein or as required by law, Company will not, and will not (i) modify, disassemble or make derivative works of Service Provider or otherwise attempt to derive source code or other trade secrets from Service Provider; (ii) reverse engineer or access the Services in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or



graphics of the Services; and (iii) modify, remove or obstruct any proprietary rights statement or notice contained in the Services.

8. *Acceptable Use.* Company agrees to comply with Qonkur's Acceptable Use Policy. Qonkur reserves the right to modify the Qonkur Acceptable Use Policy in its reasonable discretion from time to time.
9. *Reasonableness.* Company acknowledges and agrees that it has weighed all the facts, conditions, and circumstances pertaining to this Agreement, has been afforded an opportunity to consult with counsel of its choice concerning this Agreement and its legal effect, and acknowledges that all of the provisions of this Agreement are reasonable. Service Provider shall not contest the validity of any provision of this Agreement and waives any and all rights that Service Provider may have to bring any claim, action, or suit or to raise any defense regarding the validity and reasonableness of this Agreement or any of its provisions.
10. *Waiver of Potential Conflicts.* Service Provider is engaged with various cannabis companies in Michigan. Company waives any potential conflict presented by Service Provider offering services to other companies that may compete with Company in Michigan or other geographic commercial cannabis markets.
11. *Assignment.* The rights and obligations conferred under the Agreement may not be assigned by Company without the prior written consent of Service Provider. Service Provider may assign the rights and obligations of these Terms and the Agreement to a commonly owned entity. The Agreement will be binding on, inure to the benefit of, and be enforceable by the successors and assigns of the Parties.
12. *Governing Law.* This Agreement is a contract made under and shall be governed by and construed in accordance with, the laws of the State of Michigan without giving effect to its choice-of-law principles.
13. *Dispute Resolution.* In the event of a dispute between the Parties arising out of or related to this Agreement, the parties shall set up an initial negotiation meeting to negotiate, in good faith, and settle the dispute, within 14 days of the first Party providing notice of its dispute. If, within 14 days after such meeting, the Parties have not succeeded in settling the dispute, they shall submit the dispute to mutually agreeable private mediator. If the parties are not successful in settling the dispute within thirty (30) days after the mediation session, then the dispute shall be submitted to binding arbitration under a mutually agreed to organization not affiliated with either Party.
14. *Late Fee Policy.* All late payments of Company shall be subject to a 5% late fee on outstanding balance, such late fee to accrue on the 3rd business day any payment is overdue and assessed monthly against Company on any outstanding balance not subject to a good faith dispute.



15. *Company Non-Payment.* If Company fails to make payment in accordance with its Agreement, Service Provider may, upon notice and a reasonable cure period not less than 7 days, immediately halt performance of Services to Company and deactivate all media accounts managed by Service Provider, including but not limited to websites and social media.
16. *Post Termination Obligations.* Upon expiration or termination of the Agreement for any reason, Qonkur will promptly terminate the Services. Qonkur will have no obligation to maintain or provide any Company Data and may thereafter, unless legally prohibited, delete all Company Data in its systems or otherwise in its possession or under its control. Sections 1, 3 -8, 12, 13, 17-20, 25, 27 and 28 will survive any termination or expiration of its Agreement. All other rights and obligations will be of no further force or effect. Termination will not relieve either Party from any liability arising from any breach of its Agreement. Furthermore, termination of the Agreement by a Party will be without prejudice to any other right or remedy of a Party under this Agreement or applicable law.
17. *Company's Indemnification of Qonkur.* Company will indemnify, defend and hold harmless Qonkur and its respective directors, officers, employees and agents from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses, (including reasonable attorney's fees) ("Claims") or any claims by Company or any third Party which may arise from or relate to this Agreement or the Company Data.
18. *Limitation of Liability.* COMPANY AGREES THAT QONKUR'S LIABILITY ARISING OUT OF OR RELATED TO ITS AGREEMENT, INCLUDING THESE TERMS, NO MATTER THE THEORY OF LIABILITY, WILL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES PAID BY COMPANY UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM. COMPANY AGREES THAT QONKUR IS NOT RESPONSIBLE IN ANY WAY FOR DAMAGES CAUSED BY THIRD PARTIES WHO MAY USE OUR SERVICES, INCLUDING BUT NOT LIMITED TO PEOPLE WHO COMMIT INTELLECTUAL PROPERTY INFRINGEMENT, DEFAMATION, TORTIOUS INTERFERENCE WITH ECONOMIC RELATIONS, OR ANY OTHER ACTIONABLE CONDUCT TOWARDS YOU. QONKUR IS NOT RESPONSIBLE FOR ANY LOSSES INCURRED AS THE RESULT OF COMPANY'S DECISION TO USE OUR SERVICES.
- 18.1 For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by Qonkur's negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation;



or (c) any liability which it is not lawful to exclude either now or in the future.

19. *Notices.* Any notice under this Agreement must be given in writing. Qonkur may provide notice to Company via email or through your account that . Qonkur's notices to Company will be deemed given upon the first business day after we send it. You may provide notice to us by post to Qonkur Media Group, LLC, 850 E 9 Mile, Ferndale, MI 48220, Attn: Legal. Your notices to us will be deemed given upon Qonkur's receipt.
20. *Publicity.* We may identify you as a Qonkur Company in our promotional materials. You may request that we stop doing so by submitting an email to web@qonkur.com at any time. Please note that it may take us up to 14 days to process your request.
21. *No Third-Party Beneficiaries.* This Agreement will be binding upon and inure solely to the benefit of the parties. The parties intend that there will be no third-party beneficiaries under this Agreement, and that no person or entity, except the parties, will have any rights or remedies under this Agreement, including the right to bring any action on account of its breach or in any relation to it whether in contract, in tort, or otherwise.
22. *Relationship.* The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents. Except as expressly agreed by the parties, neither party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.
23. *No Exclusivity.* Nothing in this Agreement restricts a Party's right to contract with any third party to provide products and/or services similar to or identical to the Services provided under the Agreement.
24. *Entire Agreement.* These Terms and the terms of the Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all existing agreements relating to the subject matter hereof. To the extent, there is any conflict among the terms of these Terms and the applicable Agreement, the terms of the Agreement will control.
25. ***Modification and Waiver.*** Qonkur may modify the Terms herein, excluding those set forth in the Agreement, in its reasonable discretion, upon posting any updated Terms and Conditions to its website at qonkur.com/terms
26. *Force Majeure.* Neither party will be liable for any failure or delay in the performance of any of their respective obligations (other than confidentiality



obligations and payment obligations) if prevented from doing so by a cause or causes beyond its reasonable control.

27. *Severability.* The illegality, invalidity, or unenforceability of any provision of this Agreement will not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and that provision, and this Agreement generally, will be reformed, construed and enforced so as to most nearly give lawful effect to the intent of the parties as expressed in this Agreement.

28. *Headings.* Section headings are for convenience of reference only and will not affect the validity of the any provision herein.