



INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “**Agreement**”) is entered into _____ (the “**Effective Date**”), by and between **Coleman Incorporated**, (the “**Client**”) located _____ and with _____, (the “**Contractor**”) located _____, collectively “the **Parties.**”

JOB TITLE: Marijuana Handlers™ Instructor

BACKGROUND:

Contractor possesses the following experience, skills, and/or knowledge:

- Proficient in Microsoft Word and PowerPoint.
- Basic understanding of multi-media tools for presenting material (LED projector, laptop, remote, etc).
- Has a background in one or more of the following: Education, Training, Presentation.
- Understands the US cannabis industry.
- Strong in presenting and can teach/explain provided subject matter.
- Can articulate well and has a command of the English Language.

This position may require some overnight travel and may require you to drive your vehicle to remote locations. You must have a current and valid state-issued driver's license and current and valid vehicle insurance.

THEREFORE, the Parties agree as follows:

1. Services. Instructors will be required to do the following:

- To be onsite, ready and available one hour prior to check in for setup and attendee processing.
- To be able to stand in front of a group of people/attendees and present 2 hour company course.
- To provide an enthusiastic presentation that's focused, concise and flows quickly to completion.
- We are looking for someone that's self motivated with attention to detail.

2. Compensation. The Parties agree Contractor will be compensated as follows:

A) Marijuana Handlers™ Instructor VENUE SUPPLIED

Venue secured by Marijuana Handlers™ – Instructors associated with the event are obligated to prioritize this event over Method of Delivery #2.

COMMISSION = 10% GROSS TO Marijuana Handlers™ Instructor associated with event.

B) Marijuana Handlers™ Instructor VENUE SUPPLIED

Venue secured by Marijuana Handlers™ Instructor – Example Venues: On Site of Business, Conference Rooms, Meeting Halls, Restaurants, Libraries, Study Halls, etc.

COMMISSION = 50% GROSS TO Marijuana Handlers™ Instructor

C) Marijuana Handlers™ GROUP VENUE EVENT

Venue secured by Marijuana Handlers™ – Multiple Instructors associated with the event are

COMMISSION = 10% GROSS TO EACH Marijuana Handlers™ Instructor associated with event.

Example: Three Marijuana Handlers™ Instructors associated with the event would get 10% each for total of 30% GROSS.

3. **Ownership of Work Product.** As a result of this Agreement, Contractor will create Work Product, including, but not limited to documents, presentations, reports and the like, physical and/or electronic. All Work Product shall be owned by Client. Contractor does not maintain any rights to this Work Product and shall turn over all Work Product upon the termination of this Agreement.
4. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will **continue until terminated by either party (See # 7).**
5. **Independent Contractor Relationship.** The Parties agree that Contractor is providing the Services under this Agreement and acting as an Independent Contractor and not as an employee. This Agreement does not create a partnership, joint venture, or any other fiduciary relationship between Client and Contractor.
6. **Confidentiality.** During the course of this Agreement, it may be necessary for Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Contractor in order for Contractor to complete the Services. Contractor will not share any of this proprietary information at any time. Contractor also will not use any of this proprietary information for his/her personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
7. **Termination.** This Agreement may be terminated at any time by either Party upon written notice to the other party. Client will be responsible for payment of all Services performed up to the date of termination, except for in the case of Contractor's breach of this Agreement, where Contractor fails to cure such breach upon reasonable notice.

Upon termination, Contractor shall return all Client content, materials, and all Work Product to Client at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.

8. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
9. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
11. **Disclaimer of Warranties.** Contractor shall complete the Services for Client's purposes and to Client's specifications. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT SUCH SERVICES WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. CONTRACTOR HAS NO RESPONSIBILITY TO CLIENT IF THE DELIVERABLES DO NOT LEAD TO CLIENT'S DESIRED RESULT(S).
12. **Servability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
13. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

14. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
15. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
16. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by Massachusetts law.
17. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

“CLIENT”

Signed: _____

By: **George M. Coleman**

Date: _____

“CONTRACTOR”

Signed: _____

By:

Date: _____