

Hello, Leaders!

Thank you for your continuing commitment to explore and understand the new and improved Certified Leader Program. As promised, below please find our annotations and comments to the License Agreement, which will govern your use of the Women Grow brand in connection with the new Certified Leader Program and your production of Signature Networking Events.

Before you begin your review, please be reminded that the purpose of the following annotations and comments is *not* to furnish anyone with legal advice. Rather, the purpose of our annotations and comments is to inform you of what Women Grow intends by these provisions. Any advice concerning your decision regarding whether to agree to the terms of this Agreement should be obtained through your own lawyers. Remember, we represent Women Grow, LLC.

Very truly yours,  
Lauren A. Rudick, Esq.  
Hiller, PC

## **CERTIFIED LEADER PROGRAM LICENSE AGREEMENT**

This License Agreement is made this \_\_\_ day of \_\_\_\_, 2017, by and between Women Grow, LLC, a Delaware Limited Liability Company with an address at PO Box 341, 150 Mercer Street, Hightstown, New Jersey, 08520 ("Licensor" or "Women Grow"); and \_\_\_\_\_, a [individual/company] with an address at \_\_\_\_\_ ("Licensee" or "Leader"). Women Grow and Leader are referred to herein each as a "Party" and collectively, the "Parties."

**WHEREAS** Women Grow is the owner of: (i) Women Grow tradename (United States Patent and Trademark Office, No. 4,912,487); and (ii) the trademark, consisting of the words "Women Grow" with a marijuana leaf forming the letter "W" in the word, "Grow," and the tagline, "Cultivating Cannabis Entrepreneurs (United States Patent and Trademark Office, No. 4,907,502), each registered for: (x) arranging, organizing, conducting, and hosting business networking events, business networking of peer to peer learning groups of high net worth individuals, organizing business networking events for entrepreneurs, and business consultation in the field of leadership and executive development; and (y) business education services, namely developing leadership and executive development training programs and providing business education programs to entrepreneurs, organizing and hosting of events for educational purposes in the field of entrepreneurship for women; and the Women Grow trademark, consisting of the words, "Women Grow" with a marijuana leaf forming the letter "W" in the word "Grow," and the tagline, "Cultivating Cannabis Leaders," currently used in commerce in connection with

Women Grow's business activities;

**WHEREAS** Women Grow's trade names and marks, hereinafter, are referred to each as a "Licensed Mark" or collectively, the "Licensed Marks";

**WHEREAS** Leader desires to license use of the Licensed Marks in connection with the production of certain networking and educational events, the promotion and sale of tickets to, and sponsorships for, such events, and the promotion and sale of membership associations with Women Grow (collectively, the "Certified Leader Program"), and Women Grow is willing to grant a license to Leader on the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**Definitions.** As used herein, the term:

1.1 "License" shall mean: (i) the exclusive (unless otherwise specified), revocable, nonassignable right to use the Licensed Marks in connection with the production of the Licensed Product in the Territory (hereinafter defined) and the sale of tickets to and sponsorships for the Licensed Product in the Territory; and (ii) the non-exclusive, revocable, non-assignable right to use the Licensed Marks in connection with the promotion and sale of membership associations with Women Grow.

1.2 "Licensed Product" shall mean networking and educational events, which the Parties agree may, but shall not be required to, be denominated, "Signature Networking Events(s)," as set forth in Section 7.1.

1.3 "Territory" shall mean [REDACTED]. At any time during the Term, Leader may request from Women Grow, additional territories, Women Grow's approval of which shall be within Women Grow's sole and exclusive discretion and shall be subject to a separate License Agreement.

**Grant of License.**

2.1 Women Grow grants to Leader, subject to all the terms and conditions in this Agreement, the License, limited to the Territory, to use the Licensed Marks solely in connection with: (i) production of the Licensed Product; (ii) promotion and sale of tickets to and sponsorships for the Licensed Product; and (iii) promotion and sale of membership associations with Women Grow.

2.2 During the Term hereof, Leader shall use its best efforts to exploit the License throughout the Territory, to promote and sell the maximum quantity of tickets to, and sponsorships for, the Licensed Product, and to promote and sell the maximum quantity of membership associations with Women Grow.

2.3 It is understood and agreed that the License applies solely to the use of the Licensed Marks in connection with the Licensed Product and membership associations with Women Grow, and that no use of any other trademark of Women Grow or of any of Women Grow's affiliates, and no use of the Licensed Marks on any other products, is authorized or permitted, absent a separate agreement signed by the Parties. Women Grow reserves the right to use, and to grant to any other Leader the right to use, the Licensed Marks, whether within or outside the Territory, in connection with any and all products and services, other than the Licensed Product within the Territory. Women Grow also reserves the right to fill consumer orders received by Women Grow via the Internet (regardless of the physical locations of the parties ordering the Licensed Product, including during the "Term" (hereinafter defined) and within the Territory). For each customer order received by Women Grow, during the Term, and via the Internet, by a customer who is physically located within the Territory ("Internet Sale"), Leader shall be entitled to a credit against Earned Royalties (defined herein), in the amount of such Internet Sale multiplied by .10 (*i.e.*, 10%).

2.4 Absent Women Grow's prior written approval (which such approval Women Grow may withhold in its sole and exclusive discretion), Leader shall not tie-in, link or promote any other products along with or in connection with the Licensed Products.

2.5 Leader shall, at the option of Women Grow and as otherwise set forth herein, include on its business materials associated with the Licensed Product, an indication of the relationship of the parties hereto in a form approved in writing by Women Grow.

2.6 Leader shall not use, or permit or authorize another person or entity in its control to use, the words "Women Grow" as part of a corporate name or tradename without the express written consent of Women Grow, and Leader shall not use, permit or authorize use of the Licensed Marks in such a way so as to give

the impression that the Licensed Marks, or any modifications thereof, are the property of Leader and/or any third party.

2.7 In addition to the rights and obligations set forth in Section 27 hereof, where organized as a business entity, Leader shall have just (1) one dedicated representative (“Leader Representative”) who shall be solely responsible to give effect to the provisions of this Agreement. The designated representative for Leader shall be [REDACTED]. No other Leader employees or personnel shall be in contact with Women Grow, unless Women Grow so-requests. Leader may replace the Leader Representative with another person who associated with Leader (“Substitute Representative”), by providing Women Grow with written notice thereof.

2.8 Leader recognizes and acknowledges that there are many uncertainties in the business contemplated by the terms of this Agreement. Leader agrees and acknowledges that, other than any representations and warranties expressly set forth in this Agreement, no other representations, warranties or guarantees of any kind have been made to Leader, either by Women Grow or its affiliates, or by anyone acting on their behalf. Without limiting the generality of the foregoing, no representations concerning the value of the Licensed Product or membership associations with Women Grow, the prospects for the level of sales of tickets to or sponsorships for the Licensed Product, and/or the level of sales of membership associations with Women Grow, have been made, and Leader has made its own independent business evaluation in deciding to produce the Licensed Product, to promote and sell tickets to and/or sponsorships for the Licensed Product, and/or to promote and sell membership associations with Women Grow, on the terms set forth herein.

### **Term.**

3.1 The term (“Term”) of this Agreement shall commence as of the date hereof and shall, in the absence of an uncured “Event of Default” (hereinafter defined), continue for one six-month period following Leader’s execution of this Agreement (the “Effective Date”).

3.2 If no uncured Event of Default as defined in this License Agreement has occurred, and the License Agreement has not otherwise terminated in accordance with the terms thereof, Leader may request, upon providing notice to Women Grow on or before 90 days prior to the expiration of the Term, renewal of this License Agreement, on the same terms and conditions as set forth herein, for one (1) additional six-month period. Women Grow may reject any request for renewal in its sole and exclusive discretion. Any further renewals or extensions of this

License Agreement shall be subject to a separate written agreement between the Parties.

**Approvals.**

4.1 Whenever Women Grow's approval or consent is required pursuant to this Agreement, such approval shall not be effective unless given in writing by Women Grow's Chief Operating Officer, Kristina Neoushoff. Requests for approval shall be sent via email to: [Markets@womengrow.com](mailto:Markets@womengrow.com).

4.2 After any item submitted for approval pursuant to this Agreement has been approved, Leader shall not alter such item in any respect without the prior written approval of Women Grow. If Women Grow disapproves any such item or if consent or approval is deemed rejected, such item shall not be used in any manner.

4.3 Leader acknowledges that Women Grow's approval or disapproval of any matters set forth in this Agreement may be withheld or denied based, without limitation, solely on Women Grow's subjective aesthetic standards or any other reason as determined in Women Grow's sole and exclusive discretion.

4.4 Except as set forth in Section 5.2(b) with respect to Women Grow's approval of Sponsorships, all requests for approvals not answered by Women Grow within the timeframe(s) provided for under this Agreement shall be deemed approved.

**Women Grow's Samples; Women Grow's Rights of Approval; Quality Control.**

5.1 The content, venue, schedule, itinerary, advertising, and all other characteristics of the Licensed Product (collectively, the "Workmanship") shall be subject to Women Grow's written approval pursuant to the procedures set forth in this Agreement. Leader agrees that the Workmanship of the Licensed Products, as determined in the sole discretion of Women Grow, shall at all times be of the highest quality, consistent with the prestige and reputation which Women Grow and the Licensed Marks have developed. The Licensed Product shall be produced, the promotion and sale of tickets to and/or sponsorships of the Licensed Product, and the promotion and sale of membership associations with Women Grow, shall each be conducted in strict accordance with state and federal laws, including, without limitation, applicable state cannabis possession, consumption, transportation, and gifting regulations. Notwithstanding the foregoing, Women Grow's expectation of Leader's compliance with Title 21 of the United States

Code, the Controlled Substances Act, shall be as limited by and otherwise in accordance with the Memorandum from James M. Cole, US Deputy Attorney General, to all United States Attorneys, date August 29, 2013.

## 5.2

- (a) Production Plan: No later than three (3) months prior to a scheduled Licensed Product, Leader shall make available to Women Grow for inspection and approval, the production plan (including schedules and formats) thereof (“Sample”).
- (b) Sponsorships: Leader shall secure advance written approval by Women Grow for any Sponsorships offered in connection with the Licensed Product. No later than three (3) weeks prior to a scheduled Licensed Product, Leader shall identify and make available to Women Grow for approval, any sponsorships offered in connection therewith. Women Grow shall respond to any request for approval of Sponsorships within two (2) business days. Approvals for Sponsorships shall remain in effect for one (1) calendar year.
- (c) Pricing Plan: No later than two (2) weeks prior to a scheduled Licensed Product, Leader shall make available to Women Grow for inspection and approval, pricing plans associated with the promotion and sale of tickets thereto.
- (d) Advertising Copy: No later than two (2) weeks prior to a scheduled Licensed Product, Leader shall make available to Women Grow for inspection and approval, all advertising copy associated with the Licensed Product.

5.3 Leader will also obtain the signature of an authorized representative from each sponsor recruited by Leader on an agreement, in the form attached hereto as **Schedule A** (a copy of which shall be immediately forwarded to Women Grow).

5.4 Women Grow shall have no responsibility for any decisions that may be made in connection with the Licensed Product, whether upon the recommendation of Women Grow or otherwise.

### **Regulatory Clearance: Compliance with Law; Taxes.**

6.1 During the Term of this Agreement, Leader shall obtain and maintain in full force and effect and at its own cost and expense, all necessary governmental licenses, permits, clearances, registrations and authorizations, and shall maintain compliance in all respects with the terms and conditions hereof and all applicable laws and regulations, relating to the activities of Leader (Subject to Section 5.1). Leader hereby assumes all health, safety and environmental risks arising out of the production of the Licensed Products, and shall carry out all safety, environmental and quality control programs for the Licensed Products as are required by law, good manufacturing practice and industry standards.

6.2 Each Party shall be responsible for the payment of its own tax liability arising from this Agreement. There shall be no deduction in the payment of any royalty based upon the payment of any taxes by Leader, whether alleged to have been incurred by reason of this Agreement or otherwise.

### **Marketing.**

7.1

- (a) Subject to Sections 2.3 and 7.1(b), the production of the Licensed Product and the promotion and sale of tickets to and sponsorships for the Licensed Product in the Territory shall be performed by Leader exclusively. The promotion and sale of membership associations with Women Grow may be performed by both Women Grow and Leader. Notwithstanding any other provision of this Agreement, Leader acknowledges that the promotion and sale of membership associations with Women Grow is non-exclusive, and that Women Grow may enlist brand ambassadors who are not Leader, within the Territory, to sell membership associations with Women Grow.
- (b) Women Grow will provide to Leader, at Women Grow's expense: advertising of the Licensed Product on its own website and through social media; access to, and use of, Women Grow's online ticketing platform and payment processor; a web address dedicated to the Licensed Product in the Territory; and accounting services to facilitate payment of the Earned Royalties.
- (c) Except as may be set forth on a schedule that will be provided to Leader by Women Grow at the beginning of the calendar year ("Events Schedule"), the Licensed Product shall be held on the first Thursday of each month during the Term and shall be denominated each a "Signature Networking Event" ("Line of Distribution"). If Leader seeks to produce a Licensed Product outside of the Line of Distribution, or manufacture and sell another product bearing the

Licensed Marks(s) either within or outside the Line of Distribution (“Additional Product(s)”), Leader shall send a written request to Women Grow’s CEO, Leah Heise, for permission therefor. Women Grow shall have fourteen (14) calendar days within which to respond in writing to the aforesaid request. Notwithstanding the provisions of section 4.4 hereof, if Women Grow does not respond, Leader’s request for permission shall be deemed rejected. The manufacture, sale, promotion, and/or distribution of any Additional Product(s) shall be subject to a separate License Agreement signed by the Parties.

7.2 Leader acknowledges that, in order to preserve the good will attached to the Licensed Marks, tickets to and sponsorships for the Licensed Product, and membership associations with Women Grow, are to be sold at prices and terms reflecting the prestigious nature of such Licensed Marks, it being understood, however, that Women Grow will not fix or regulate the prices at which tickets to or sponsorships for the Licensed Product are to be sold.

#### **Trademark Protection.**

All uses of the Licensed Marks by Leader, including, without limitation, use in any business documents, invoices, stationery, business cards, posters, advertising, promotions, labels, packaging, and otherwise shall require Women Grow’s prior written consent, which may be withheld in Women Grow’s sole and exclusive discretion.

#### **Royalties; Licensing Fee.**

9.1 Women Grow shall be entitled to “Earned Royalties,” defined as 50% (including an 8% marketing fee) of: (i) the Gross Sales price of all tickets to and/or sponsorships of the Licensed Product; and (ii) the Gross Sales price of membership associations with Women Grow. The term “Gross Sales ” means the gross invoiced price for all tickets to and/or sponsorships of the Licensed Product, plus the gross invoiced price for all membership associations with Women Grow, less refunds actually paid (collectively, the “Authorized Deductions”). Such Authorized Deductions shall not include or be reduced by costs that may be incurred by travel, freight and/or delivery, if any. Authorized Deductions may, with Women Grow’s prior approval, include the in-kind trade of tickets to Signature Networking Events to volunteers enlisted by Leader to assist Leader with the production of, and/or the promotion and sale of tickets to and/or sponsorships for the Licensed Product (“Volunteers”). Leader agrees that, except for Authorized Deductions, no other offsets, deductions, credits or adjustments to



the gross invoiced price of the Licensed Products shall be made in computing amounts due to Women Grow under this Agreement.

9.2 Subject to Section 9.1, unless otherwise agreed by the Parties in writing, if a sale, transfer or other disposition of any tickets to and/or sponsorships for the Licensed Product, or if a sale, transfer or other disposition of any membership associations with Women Grow is made by Leader otherwise than at arm's length, including to affiliates and/or Volunteers, the gross invoiced price for each ticket to, or sponsorship for the Licensed Product and/or the gross invoiced price for each membership association with Women Grow, in such transaction shall be deemed to be the gross invoiced price of such Licensed Product at a corresponding sale at arm's length.

9.3 Except with respect to payments made to Leader in cash ("Cash Payments"), Leader shall direct consumers to, and otherwise assure that sums charged in connection with the pre-sale of tickets to and/or sponsorships for the Licensed Product, and/or the sale of membership associations with Women Grow, will be conducted and paid through Women Grow's online ticketing platform and payment processor, **Impactflow.com** ("Ticketing Agent") and subject to the terms and conditions associated therewith. To the extent that a conflict exists between the language of Women Grow's online ticket platform and this Agreement, the online platform shall control. Women Grow makes no representation, express or implied, that the availability and services associated with any online ticketing platform and/or payment processor, including Impactflow.com, will be uninterrupted or error-free, and Leader shall not, under any circumstances, be responsible to Leader for any errors associated therewith, including with respect to third-party claims brought against Leader. In the absence of an Event of Default (hereinafter defined), in each month during the Term after a Signature Networking Event, Women Grow shall calculate Gross Sales, deduct Earned Royalties therefrom, and the balance shall be paid to Leader no later than the 30<sup>th</sup> day of each month. With respect to Cash Payments received by Leader, Leader shall, on or before the 20<sup>th</sup> day of each month, forward to Women Grow, 50% of all Gross Sales received as Cash Payments, in accordance with Section 9.4 below.

9.4 All payments owed under this Agreement by Leader to Women Grow shall be paid directly to and payable in the name of "Women Grow, LLC," shall be made in United States Dollars, and shall be sent to the attention of Kristina Neoushoff, c/o Women Grow, LLC, at PO Box 341, 150 Mercer Street, Hightstown, New Jersey, 08520. Where applicable, Leader shall apply, at its sole expense, for all export or currency licenses, and shall take all other actions, which may be necessary or expedient to facilitate the prompt receipt by Women Grow of all payments in the manner and at the times due.

9.5 It is understood that payments to Leader by customers for the sale of tickets to, sponsorships for, and associations with the Licensed Product in the Territory will be made to Leader in United States Dollars.

9.6 Upon execution of this License Agreement, Leader shall pay to Women Grow, a one-time license and vetting fee in the amount of \$3,000 (“Licensing Fee”).

**Accounting; Reports.**

10.1 Leader shall at all times keep an accurate account of all operations within the scope of this Agreement and shall render a full statement of such operations in writing to Women Grow in accordance with the terms of Article 11 hereof in the same or substantially the same form as the statement annexed as Schedule B, as the same may be updated by Women Grow from time-to-time (“Statement(s)"). Such Statements shall be signed by the chief financial officer of Leader (where applicable), or such other officer responsible for Leader’s finances, and certified as accurate, indicating by month and by individual Licensed Product, the amount of Gross Sales during such one-month period. The Statement shall be delivered to Women Grow within fourteen (14) calendar days following the date of each Signature Networking Event during the Term. Each such Statement shall also indicate in detail, the number, description, invoice price, and the total amount of Gross Sales of all tickets to and sponsorships for the Licensed Product, Cash Payments received, and the number, description, invoice price, and the total amount of Gross Sales of all membership associations with Women Grow, that are sold by Leader during the Term. Gross Sales shall be covered by account, and Leader shall list: (i) the amount of Authorized Deductions which may be deducted therefrom; and (ii) the amount and details of the advertising expenses relating to the Licensed Product and the Licensed Marks incurred by Leader. Such Statements shall be furnished to Women Grow whether or not any tickets to or sponsorships for the Licensed Product have been sold during the month for which such Statement is due, or whether or not any membership associations with Women Grow have been sold during the month for which such Statement is due.

10.2 Leader shall deliver to Women Grow, within ninety (90) calendar days following the end of the Term, a final report (“Final Report”) prepared in accordance with GAAP, covering the Term and containing, at a minimum, the same information required to be contained in the Statements referred to in Section 10.1.

10.3 Women Grow and its duly authorized representatives, on reasonable notice, shall have the right, not more than once every six months, during regular business hours, for the duration of the Term of this Agreement and for three (3) years thereafter, to examine the books of account and records and all other documents, materials, and in the possession or under the control of Leader and its successors with respect to the subject matter of this Agreement ("Examination"). Such books of account shall be maintained and kept available by Leader for at least the duration of this Agreement and for three (3) years thereafter. Women Grow shall have free and full access thereto in the manner set forth above and shall have the right to make copies and or extracts therefrom.

10.4 In addition to Women Grow's remedies set forth in Article 12 hereof, if it is shown, as the result of any Examination referred in Section 10.4 of this Agreement, that Earned Royalties were less than the amount which should have been earned by Women Grow for such Term, Leader shall, subject to the remaining provisions of this Section, pay immediately on demand such additional amounts to Women Grow in accordance with Section 9.5 hereof. If such fee payments received by Women Grow is less than the sum required to have been paid by an amount equal to or greater than 3.5% of the fee actually paid during such Term, then, in addition to Women Grow's right to payment and reimbursement pursuant to the preceding sentence, Leader shall immediately reimburse Women Grow for the cost of such examination.

10.5 All Statements and other documents to be provided by Leader to Women Grow under the terms of this Agreement shall be written in and/or translated into, at Leader's expense, the English language.

10.6 Women Grow shall at all times keep an accurate account of all operations within the scope of this Agreement, and shall, during the Term, render a full statement of such operations in writing to Leader on a quarterly basis.

**Books and Records; Audit.**

All Statements and reports produced to Women Grow by Leader hereunder shall be prepared in accordance with generally accepted accounting principles consistently applied, and Leader shall maintain appropriate books of account in which complete accurate entries shall be made concerning all transactions within the scope of this Agreement and appropriate records relating to and supporting such entries (including, without limitation, the originals or copies of documents).

**Default; Termination.**

12.1 Each of the following shall constitute an event of default ("Event of Default") hereunder:

- (a) If Leader fails to timely remit to Women Grow, Statements and/or the Final Report as set forth in Section 10 hereof, and continues in such default for a period of ten (10) calendar days after written notice thereof from Women Grow;
- (b) If Leader: (i) fails to produce a Signature Networking Event according to the Events Schedule (unless Leader receives prior written approval from Women Grow); (ii) in the judgment of Women Grow, fails to produce Signature Networking Events that are educational in nature; and/or (iii) in the judgment of Women Grow, fails to conduct itself, and/or use her/its best efforts to produce the monthly Signature Networking Events with the utmost professionalism and decorum.
- (c) Subject to Section 5.1, if Leader fails to adhere to applicable state law and regulations regarding the possession, consumption, gifting, and/or transportation of cannabis in connection with the Licensed Product;
- (d) If Leader fails to adhere to the review and approvals processes set forth herein, and, to extent capable of cure (as determined in Women Grow's sole and exclusive discretion), continues in such default for a period of ten (10) calendar days after written notice thereof from Women Grow.
- (e) Except as otherwise set forth herein, if Leader defaults in performing any of the other terms of this Agreement and continues in such default for a period of thirty (30) calendar days after written notice thereof (unless, as reasonably determined by Women Grow, it is impossible to cure within such thirty (30) calendar day period and Leader shall have commenced to cure the default and proceeds diligently thereafter to cure within an additional fifteen (15) calendar days thereafter or as may be agreed by Women Grow);
- (f) If Leader fails within fifteen (15) calendar days of the due date therefor, to pay for any good or service associated with the Licensed Product, whether purchased by Leader from Women

Grow or any other supplier of such good or service;

- (g) If Leader uses either or both of the Licensed Marks in an unauthorized manner and/or if Leader shall make an unauthorized disclosure of confidential information or materials given or otherwise disclosed to Leader by Women Grow;
- (h) If Leader institutes proceedings seeking relief under a bankruptcy act or any similar law, or consents to entry of any order for relief against it in any bankruptcy or insolvency proceeding or similar proceeding, or files a petition for or consent or answer consenting to reorganization or other relief under any bankruptcy act or other similar law, or consents to the filing against it of any petition for the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of it or of any substantial part of its assets, or a proceeding seeking such an appointment shall have been commenced without Leader's consent and shall continue undismissed for sixty (60) calendar days or an order providing for such appointment shall have been entered, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or takes any action in furtherance of the foregoing;
- (i) If Leader transfers or agrees to transfer substantially all of its assets in any transaction or transactions;
- (j) The calling of a meeting of creditors, appointment of a committee of creditors or liquidating agents, or offering a composition or extension to creditors by, for or of Leader;
- (k) If there shall be a direct or indirect change in control of the Leader which results in ownership inconsistent with the terms of Section 12.3 hereof;
- (l) Any cancellation, suspension or interruption (or any notice received by Women Grow of the same) of the insurance coverage that Leader may be required to procure pursuant to Section 16 hereof;
- (m) If Leader shall have failed to perform any term, covenant or agreement on its part to be performed under any agreement or instrument (other than this Agreement) evidencing or securing or

relating to any indebtedness owing by Leader if the effect of such failure is to accelerate the maturity of such indebtedness, or to permit the holder or holders of such indebtedness to cause such indebtedness to become due prior to the stated maturity thereof;

- (n) Any attempted assignment or creation of authority in violation of Section 27 hereof; and/or
- (o) Any other material default under this Agreement by Leader.

12.2 If any Event of Default described in Section 12.1(a), (d), (e), or (o) shall occur, Women Grow shall have the right, exercisable in its sole discretion, to terminate this Agreement and the License upon 90 calendar days written notice ("Notice of Default") to Leader of its intention to do so, and upon the expiration of such 90 calendar day period, this Agreement and the License, subject to the terms of this Article 12 and such other provisions of this Agreement which customarily shall survive termination, shall terminate and come to an end. If the Event of Default described in (b), (c), (f), (g), (h), (i), (j), (k), (l), (m), or (n) shall occur, this Agreement and the License shall thereupon forthwith terminate and come to an end without any need for notice to Leader. Any termination of this Agreement shall be without prejudice to any remedy of Women Grow for the recovery of any monies then due it under this Agreement or in respect to any breach of this Agreement, and without prejudice to any other right that Women Grow may have at law or in equity, including, without limitation, damages for breach to the extent that the same may be recoverable, and Leader agrees to reimburse Women Grow for any costs and expenses (including attorneys' fees) incurred by Women Grow in enforcing its rights hereunder.

12.3 Where applicable, during the Term of this Agreement, Leader shall not dissolve, liquidate or windup its business. In addition, in the event Leader sells or transfers, or suffers a sale or a transfer of, by operation of law or otherwise, directly or indirectly, a controlling interest in Leader (including, without limitation, in any direct or indirect parent of Leader), Leader shall promptly advise Women Grow thereof in writing. No assignee for the benefit of creditors, receiver, liquidator, sequestrator, trustee in bankruptcy, sheriff or any other officer of the court or official charged with taking over custody of Leader's assets or business shall have any right to continue the performance of this Agreement.

12.4 Notwithstanding any termination in accordance with the foregoing, Women Grow shall have and hereby reserves all the rights and remedies which it has, or which are granted to it by operation of law, with respect to the collection

of monies due from Leader under this Agreement.

**Production of the Licensed Product upon Termination or Expiration; Return and Destruction of Records.**

13.1 Notwithstanding anything to the contrary contained herein, upon expiration or termination of the Term, Leader shall have no right whatsoever to produce the Licensed Product in any manner.

13.2 Upon expiration or termination of the Term, each Party shall promptly return to the other Party, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based upon the other Party's Confidential Information. Each Party shall: (i) promptly permanently erase all of the other Party's Confidential Information from its computer systems, except for copies that are maintained as archive copies on its disaster recovery and/or information technology backup systems; (ii) destroy any such copies upon the normal expiration of its backup files; and (iii) promptly certify in writing to the other Party, upon such other Party's request, that it has complied with the requirements of this clause. Notwithstanding the generality of the foregoing, upon expiration or termination of the Term, Leader shall be required to provide to Women Grow, passwords and login information for any and all security enabled/encrypted databases, modules, content, media and/or webpages (including, *inter alia*, Facebook, Impact Flow, Instagram, etc.), at Leader's sole expense.

**Effect of Termination.**

Upon and after the termination or expiration of this License, all rights granted to Leader hereunder, together with any interest in and to the Licensed Marks which Leader may acquire, shall forthwith and without further act or instrument be assigned to and revert to Women Grow. In addition, Leader will, upon request by Women Grow, execute any instruments which are necessary to accomplish or confirm the foregoing. Any such assignment, transfer or conveyance shall be without payment or other consideration other than the mutual agreements contained herein. Women Grow shall thereafter be free to license to others the right to use the Licensed Marks in connection with the production of the Licensed Product, the promotion and sale of tickets to and/or sponsorships for the Licensed Product in the Territory, and the promotion and sale of membership associations with Women Grow, and Leader will refrain from further use of the Licensed Marks or any further reference to them, direct or indirect, or any other trademark, tradename or logo that is confusingly similar to the Licensed Marks, or associated

with the Licensed Marks in any way, in connection with the promotion, sale, manufacture, or distribution of Leader's products, except as specifically provided in, and under the limited circumstances set forth, herein. Under no circumstances shall Leader be entitled, directly or indirectly, to any form of compensation or indemnity from Women Grow or their affiliates, as a consequence to the termination of this Agreement, whether as a result of the passage of time, or as the result of any other cause of termination referred to in this Agreement. Without limiting the generality of the foregoing, by its execution of this Agreement, Leader hereby waives any claim in which it has or which it may have in the future against Women Grow or its affiliates, arising from any alleged goodwill created by Leader for the benefit of any or all of the said Parties or from the alleged creation or increase of a market for tickets to and/or sponsorships for the Licensed Product, or alleged creation or increase of a market for membership associations with Women Grow.

### **Indemnity.**

15.1 Leader does hereby defend and indemnify Women Grow, its officers, directors, shareholders, employees and agents, and shall save and hold all and any of them harmless from and against any and all liabilities, claims, causes of action, suits, losses, damages and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Indemnifiable Claims") to which any of them may be subjected and/or become liable or may incur or be compelled to pay in any action or claim against them or any of them by reason of, arising out of, related to, and/or in connection with Leader's: (i) production and/or operation of the Licensed Product; (ii) promotion and sale of tickets to, and sponsorships for the Licensed Product (including with respect to contractual relationships with any Sponsor(s) engaged by Leader); (iii) promotion and sale of membership associations with Women Grow; (iv) advertisement of any Signature Networking Event; (v) manufacture, promotion, sale, and/or distribution of any third-party products sold, gifted, awarded, or otherwise distributed at Signature Networking Events; and/or (v) the breach by Leader of any representation, warranty, obligation, covenant or agreement set forth in this Agreement.

15.2 Women Grow does hereby indemnify Leader, and upon Leader's request, defend Leader, its officers, directors, shareholders, employees and agents, and agrees to save and hold all and any of them harmless from and against any and all Indemnifiable Claims for which any of them may become liable or may incur or be compelled to pay in any action or claim against them or any of them by reason of, or arising out of, related to, or in connection with (i) any claims that the Licensed Marks (and/or Licensed Product incorporating the Licensed Marks) and/or designs that are provided by Women Grow to Leader, without modification or



alteration by Leader, infringe upon or otherwise violate the intellectual property rights (whether trademark, service mark, trade dress, copyright, patent, or other registered or unregistered rights) of any person or third party; and/or (ii) the breach by Women Grow or any representation; warranty, obligation, covenant or agreement set forth in this Agreement.

15.3 The indemnitees shall give the indemnitor prompt written notice of any such action or claim. In the event Women Grow is indemnitee, indemnitor shall retain Hiller, PC as counsel for indemnitee on terms and at the prevailing rates charged by such law firm. In the event the action herein is not taken by the indemnitor within twenty (20) calendar days of its receipt of notice from the indemnitees, the indemnitees shall have the right to defend such action or claim at indemnitor's cost, but no settlement thereof may be made without the approval of indemnitor (which approval may not be unreasonably withheld or delayed). In any case, the indemnitees and indemnitor shall keep each other fully advised of all developments and shall cooperate fully with each other in all respects in connection with any such defense as is made.

#### **Insurance.**

Leader shall use its best efforts to carry general business insurance with limits of liability in the minimum amount, in addition to defense costs of, \$1,000,000 per claim, \$2,000,000 in the aggregate, per year. Leader shall, as soon as reasonably practicable, but no later than 30 days following the Effective Date, deliver to Women Grow, a copy of an insurance policy (including the declarations page, all policy provisions, endorsements, binders and riders) ("Policy") listing Women Grow as an additional-named insured, plus a certificate of such insurance from the insurance carrier, setting forth the scope of coverage and the limits of liability. The Policy shall include language, satisfactory to Women Grow in its sole and exclusive discretion, providing that the Policy shall not be canceled or amended unless on sixty (60) calendar days prior written notice to Women Grow.

#### **Confidentiality.**

17.1 Leader acknowledges that as a result of this Agreement, Leader may become informed of, and have access to, valuable and confidential information relating to Women Grow's business, including, without limitation, vendor lists, sponsor lists, member lists, key employees, suppliers, styles, designs, prototypes, models, concepts, materials, sketches, sample formats, itineraries and schedules for Signature Networking Events, pricing, and financial information received by it from Women Grow are valuable property of Women Grow and constitute

significant trade secrets (collectively, "Confidential Information"). Leader acknowledges that Women Grow's Confidential Information, even though it may have been contributed to, developed by, or acquired by Leader, is and shall remain the exclusive property of Women Grow.

17.1.1 Except as set forth herein, Leader shall not at any time reveal, report, publish, transfer, make use of, or otherwise disclose to any person, corporation or other entity, any of Women Grow's Confidential Information, without Women Grow's prior written consent.

17.1.2 Leader shall not misappropriate or infringe upon Women Grow's Confidential Information (including the recreation or reconstruction of Confidential Information from memory).

17.1.3 Leader shall honor all confidentiality commitments of Women Grow known to Leader and owed to any third parties.

17.1.4 This provision shall not prohibit Leader from disclosing information which Leader demonstrates by clear and convincing evidence is or has become general public knowledge from authorized sources other than Leader.

17.1.5 Should Leader be served with legal process ("Process") which might otherwise call for Leader to disclose Women Grow's Confidential Information, Leader shall promptly advise Women Grow of the same, provide a copy of the Process, and consult with Women Grow regarding what of Women Grow's Confidential Information Licensee is believed to have which may be responsive to the Process, so that Women Grow can evaluate its rights, and if necessary, file the appropriate motions to quash and/or for a protective order. Leader will not, under any circumstances, oppose such motions.

17.2 Women Grow acknowledges that as a result of this Agreement, Women Grow may become informed of, and have access to, Confidential Information of Leader. Women Grow acknowledges that Leader's Confidential Information is and shall remain the exclusive property of the Leader.

17.2.1 Except as set forth herein, Women Grow shall not at any time reveal, report, publish, transfer, make use of, or otherwise disclose to any person, corporation or other entity, any of Leader's Confidential Information, without the Leader's prior written consent.

17.2.2 Women Grow shall not misappropriate or infringe upon Leader's Confidential Information (including the recreation or reconstruction of Confidential Information from memory).

17.2.3 Women Grow shall honor all confidentiality commitments of the Leader known to Women Grow and owed to any third parties.

17.2.4 This provision shall not prohibit Women Grow from disclosing information which Women Grow demonstrates by clear and convincing evidence is or has become general public knowledge from authorized sources other than Women Grow.

17.2.5 Should Women Grow be served with Process which might otherwise call for Women Grow to disclose Leader's Confidential Information, Women Grow shall promptly advise the Leader of the same, provide a copy of the Process, and consult with the Leader regarding what of Leader's Confidential Information Women Grow is believed to have which may be responsive to the Process, so that the Leader can evaluate its rights, and if necessary, file the appropriate motions to quash and/or for a protective order. Women Grow will not, under any circumstances, oppose such motions.

### **Representations/Warranties.**

#### 18.1 Representations by the Parties.

(a) Each Party represents and warrants that it is a duly organized limited liability entity (where applicable) and has full right, power and authority to enter into this Agreement, to perform all of its obligations hereunder, and to consummate all of the transactions contemplated herein.

(b) Each Party represents and warrants that the execution, delivery and performance of this Agreement by the other Party does not violate or otherwise conflict with any agreement or understanding to which such other Party may be bound.

(c) This Agreement constitutes a valid and binding obligation of the Parties and is enforceable against either Party in accordance

with its terms.

(d) Each Party represents that she/it is aware that United States law prohibits the use, possession, cultivation and distribution of cannabis. This includes medical and recreational cannabis. Although certain states have legalized medical and recreational cannabis, companies and individuals involved in this sector are still at risk of being prosecuted by Federal authorities even in so-called ancillary businesses which service or supply cannabis growers or sellers or otherwise aid or abet their activities. Such prosecution may concern a wide range of criminal, civil and regulatory violations, such as trafficking, racketeering, and money-laundering.

#### 18.2 Additional Representations by Women Grow.

(a) Leader hereby acknowledges that it has been granted no rights to any trademark owned or used by Women Grow, except to the extent that it is granted the right to use the Licensed Marks pursuant to this Agreement. Women Grow reserves all rights to the Licensed Marks and any mark (whether now existing or hereinafter developed) other than the Licensed Marks, except those rights to the Licensed Marks expressly granted herein to Leader, and Women Grow may exercise such reserved rights or grant to others the right to exercise such reserve rights at any time. Without limitation of the foregoing, Women Grow reserves the right (i) to use and to grant to others the right to use any mark other than the Licensed Mark on the Licensed Product in the Territory; and (ii) to use and to grant others the right to use the Licensed Mark in the Territory on and in connection with all products other than the Licensed Product.

(b) Women Grow reserves the right, at its option, to negotiate and enter into agreements with third parties prior to the termination of this Agreement pursuant to which such third parties may, subsequent to the expiration of this Agreement, produce the Licensed Product and/or promote and sell tickets to and sponsorships for the Licensed Product.

#### 18.3 Additional Representations by Leader

(a) Payment of sums due from Leader under this Agreement are consistent and not incompatible with Leader's prior economic and financial performance.

(b) Leader has not sold, assigned, leased, licensed or in any other way disposed of or encumbered the rights granted to Leader hereunder, and Leader will not sell, assign, lease, license or in any other way, dispose of or encumber any of such rights except as expressly permitted hereunder or as approved by Women Grow in writing.

(c) Leader's policies and practices with respect to the production of, the promotion and sale of tickets to and/or sponsorships for the Licensed Product, and the promotion and sale of membership associations with Women Grow shall not, in any manner, reflect adversely upon the name, reputation or goodwill of Women Grow.

(d) Leader shall make no false, misleading or inconsistent representations or claims with respect to the License, Women Grow, and/or any Licensed Product.

(e) There are no claims, actions, suits, proceedings, arbitrations or investigations pending or, to the best of Leader's knowledge, threatened, against Leader which, if adversely determined, would adversely affect the Licensed Product or Leader's ability to enter into or carry out its obligations under this Agreement.

### **Survivability.**

All provisions which reasonably ought to survive termination or expiration of this Agreement shall survive. Without limiting the generality of the forgoing, the Parties acknowledge that the following Articles shall survive termination or expiration of this Agreement: 3, 6, 10-11, 13-15, 17-19, 22-24, and 26-27.

### **Notices.**

Any notice under this Agreement shall be in writing and shall be considered duly given at the time of receipt when delivered personally or five (5) calendar days after post marked by certified mail, return receipt requested, to the parties at the following addresses:

If to Women Grow, to:

Women Grow, LLC  
Attention: Kristina Neoushoff  
PO Box 341  
150 Mercer Street,  
Hightstown, New Jersey 08520

With a copy to:

Lauren A. Rudick, Esq.  
Hiller, PC  
600 Madison Avenue  
New York, New York 10022

If to Leader, to:

Attention:

With a copy to:

**Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

**Equitable Remedies.**

Since a breach of several of the provisions of this Agreement by Leader could not adequately be compensated by money damages, Women Grow shall be entitled, in addition to any other right or remedy available to it (including those remedies set forth in Article 12), to an injunction restraining such breach or a threatened breach and to specific performance of any such provision of this Agreement, and in either case no bond or other security shall be required in connection therewith, and Leader hereby consents to the issuance of such injunction and to the ordering of specific performance.

**Further Assurances.**

At any time and from time to time, each Party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement.

**Severability.**

If any provision of this Agreement is declared invalid, illegal, or unenforceable, such declaration shall not, in and of itself, affect any other term or provision of this License Agreement or invalidate or render unenforceable such term or provision. Upon such declaration, this License Agreement shall be reformed and the term deemed invalid, illegal and/or unenforceable shall be replaced by a provision that most closely, to the extent possible, reflects the letter and spirit of the invalid, illegal and/or enforceable provision.

**Waiver; Modifications.**

The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive or limit that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. No modification or waiver of this Agreement shall be effective unless it is in writing and signed by the Parties hereto.

**Governing Law; Headings; Arbitration; Integration; Construction.**

26.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws and principles thereof.

26.2 Except as otherwise set forth herein, any controversy arising out of or relating to this Agreement shall be resolved by arbitration in the City and State of New York pursuant to the Commercial Rules of the American Arbitration Association. The panel of Arbitrators appointed to settle any such controversy or claim shall consist of three (3) Arbitrators.

26.3 The Arbitrators sitting in any such controversy shall have no power or jurisdiction to alter or modify any express provision of this Agreement or to make any award which by its terms affects any such alteration or modification. The Arbitrators shall award reasonable legal fees and costs to the Party that the Arbitrators determine was the prevailing Party at such Arbitration.

26.4 The Parties consent to the jurisdiction of the Courts of the State of New York and further consent that any demand for arbitration or any process or notice of motion or other application to the Court or a Judge thereof, in connection with the same, may be served in or out of the State of New York by registered mail or by personal service, provided a reasonable time for appearance is allowed.

26.5 The provision for arbitration herein shall not be deemed any waiver of the rights of either party to seek any provisional remedy provided under New York law, without the necessity of a bond.

26.6 The headings contained in this Agreement are for the convenience of the parties and are not intended to alter the meaning of the provisions hereof.

26.7 This Agreement may only be amended, modified or supplemented by written agreement signed by the Parties. This Agreement represents the entire agreement between the Parties with respect to the subject matter set forth herein. The Parties agree that, except as specifically and expressly set forth herein, any and all prior agreements, promises, negotiations, understandings and/or representations, whether oral or written, are hereby cancelled, terminated, and superseded by this Agreement, and such prior agreements shall be null and void.

26.8 Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, has read and understood all of the terms and provisions of this agreement, and has contributed or otherwise had the opportunity to contribute terms hereof. This agreement will not be construed against any party by reason of the drafting or preparation hereof.

**Assignment; Binding Effect; No-Agency.**

(a) Neither this Agreement nor any rights granted hereunder may be assigned, transferred or sub-licensed by Leader without Women



Grow=s prior written approval. Leader may not delegate any of its duties under this Agreement without the prior written consent of Women Grow. Any attempted violative assignment, sublicense, transfer or delegation, whether voluntary or by operation of law, shall be void and of no force or effect. A change of control (direct or indirect) of Leader or a transfer of all or a majority of the stock of Leader shall be deemed to be an assignment of this Agreement which will require the prior written consent of Women Grow. In the event of an assignment by Women Grow to an assignee, Leader shall have the right (though not the obligation) to terminate this Agreement if, and only if, such assignment does not also include an assignment of the Trademarks referenced in this Agreement to such assignee.

- (b) Except as otherwise provided herein, this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.
- (c) No franchise, agency, joint-venture, or employee-employer relationship shall be created between Leader and Women Grow by virtue of this License Agreement or otherwise. Leader does not have the authority (and shall not hold herself/itself out as having the authority) to bind Women Grow to any agreements.
- (d) Any violation of the foregoing Sections 27(a) or (c), in addition to constituting an "Event of Default" as set forth in Section 12.1, shall be null and void.

WOMEN GROW, LLC.

By: \_\_\_\_\_  
Leah Heise, CEO

By: \_\_\_\_\_

**SCHEDULE A**  
**(Sponsorship Agreement)**

**SCHEDULE B**  
**(Statement)**