

WRITER SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made on the day of Contractor’s acceptance of this Agreement (“Effective Date”) and is between _____, a (“Contractor”) and CC MARKET LLC d/b/a CannabisContent, a Colorado limited liability company (“Buyer”). Buyer and Contractor may sometimes be referred to individually as a “Party” or collectively as the “Parties.”

ARTICLE 1 TERM

Unless earlier terminated as provided in this Agreement, this Agreement will be effective as of the Effective Date and will continue until terminated by either Party under the terms of this Agreement.

ARTICLE 2 SERVICES

Contractor will perform the “Work” described in the attached Exhibit A (the “Scope of Work”) according to the deadline stipulations contained in Exhibit A.

ARTICLE 3 CONSIDERATION

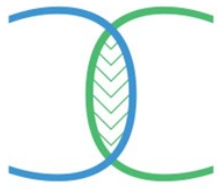
3.1. Contract Price. For performance of the Scope of Work, Buyer will pay to Contractor 70% of the purchase price of the media content after payment has been received for it as determined on the pay schedule set forth in Exhibit B (the “Contract Price”).

3.2. Expenses. Except as otherwise expressly provided in this Agreement, all expenses incurred by Contractor in connection with the Scope of Work will be the sole responsibility of Contractor.

3.3. Deduction. Buyer will have the right to deduct costs of correcting defective or nonconforming work from invoices submitted by Contractor to Buyer if Buyer incurs such costs as a result of Contractor’s failure to promptly correct nonconforming work as set forth in Section 7.1 entitled “Correction of Work.” Such deduction will not relieve Contractor from its obligations to perform the Scope of Work.

3.4. Payment Terms and Invoices.

Services under fixed price contracts will be invoiced once per month on a percentage of completion and receipt of funds by Buyer from sale of the Scope of Work. Contractor will be paid once per month via paypal.



ARTICLE 4 REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1. General Covenants, Representations, and Warranties. Contractor covenants, represents, and warrants to Buyer that:

(a) The Contract Price, and the terms, representations, warranties, and benefits granted to Buyer in this Agreement are comparable to or better than the equivalent prices, terms, warranties, and benefits offered by Contractor to its other customers;

(b) Contractor warrants that its Work is original and that it is not subject to any third party copyright; that Contractor has the authority to grant the rights in this Agreement; that publication of the Work will not libel anyone or infringe on or invade the rights of others; that Contractor has full power and authority to enter into this Agreement; that the Work has not been published elsewhere in whole or in part (except as may be set out in a rider attached hereto, in which case, Grant of Rights (1) above is stricken); and that Contractor has obtained permission from the copyright owner consistent with this Agreement for any third party copyrighted material in the Work. All work will be run through a plagiarism checker and must return a result of **less than 15 percent** pre-published material to qualify for use on the site. This warranty survives termination or expiration of this Agreement

(c) Contractor will not exchange personal information or engage in communications to perform Work outside of this agreement with a prospective or existing customer of the CannabisContent marketplace.

(d) Contractor agrees to transfer all rights of ownership it has in any work it produces that is purchased on CannabisContent.

(e) Contractor will not publish or cite to any affiliate link in its Work or on the CannabisContent marketplace.

(f) Contractor will provide Buyer with an updated W-9 to receive payment for its work and maintain updated contact information with buyer.

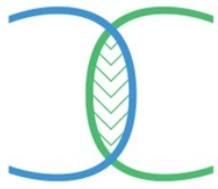
(g) Contractor will adhere to the deadline stipulations contained in Exhibit A.

(h) Contractor's communications shall be professional at all times. No profanity or hate speech is permitted.

(i) Contractor will not re-sell any Work and its Work shall not be purchased from any other place. Contractor's Work must be uniquely produced by Contractor.

ARTICLE 5 STATUS OF PARTIES

5.1. Independent Contractor. The Contractor and its employees, agents, representatives, assigns, and subcontractors (the "Contractor Parties" or singularly a "Contractor Party") are, and will



represent themselves only as, independent contractors unrelated to Buyer, any of its subsidiaries, or affiliated companies. Nothing in this Agreement is intended to create a relationship, express or implied, of employer-employee, principal-agent, or partnership between Buyer and either the Contractor or Contractor Parties. Contractor will not have and will not represent itself as having any authority to make contracts in the name of or on behalf of Buyer in any way. Contractor Parties are strictly prohibited from using Buyer's trademark or trade-name. **Contractor understands and agrees that Contractor and the Contractor Parties are not entitled to and will not receive any employee benefits from Buyer, including but not limited to employer withholdings or liability for taxes, FICA, Medicare or Medicaid, medical or disability insurance, vacation or leave, or pension. Contractor and the Contractor Parties are not entitled to and will not receive workers' compensation or unemployment insurance benefits unless coverage is provided by Contractor or some other entity. Contractor is obliged to and agrees to pay any applicable federal, state, and local income tax on any monies paid pursuant to this Agreement.**

5.2. No Direction or Control. Buyer will have no direction or control over Contractor, any Contractor Party or any Contractor employee (a "Contractor Employee") or the manner and method used by Contractor performing the Scope of Work in conformance with the terms, conditions, and obligations of this Agreement. Contractor has the sole responsibility to determine all matters governing employment terms and conditions for Contractor Employees. However, in the event any Contractor Employee adversely affects the quality of the Scope of Work, Buyer may request that Contractor remove that employee from the work.

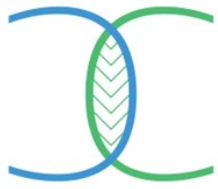
5.3. Subcontractors, Associates, Consultants.

(a) Buyer has chosen Contractor to perform the Scope of Work because of the expertise of Contractor and its employees. Any subcontractors, associates, or consultants used by Contractor for the Scope of Work must be specifically identified by Contractor and approved by Buyer in writing prior to provision of services or goods.

(b) Any subcontractor, associate, or consultant approved in writing by Buyer under this Agreement will agree to be bound by all applicable provisions of this Agreement. Contractor will ensure that any approved subcontractor, associate, or consultant has executed an appropriate agreement before the commencement of its portion of the Scope of Work. Notwithstanding any subcontract, this Agreement will continue to bind Contractor and its associates, consultants, successors, assigns, and subcontractors.

ARTICLE 6 INTELLECTUAL PROPERTY; CONFIDENTIALITY

6.1. Intellectual Property. Contractor and Contractor Parties will not use any trademark, patent, service mark, trade name, logo, or other indicia of Buyer without Buyer's express written consent. Contractor and Contractor Parties may, during the term of this Agreement, make copies of and prepare derivative works of copyrighted materials of Buyer necessary for the performance of this Agreement. All such copies and derivative works will be the property of Buyer, and will include any copyright or other notices on the original work. At the expiration of this Agreement (whether by completion or termination), and at any time after expiration, Contractor and Contractor Parties, will at their own expense, take all actions required by Buyer with respect to such copies and derivative works, including,



without limitation, destruction, return, erasing storage media, and providing sworn statements regarding the disposition of such copies and works.

6.2. Ownership of Intellectual Property. All rights, title, and interest in and to all information developed by Contractor or Contractor Parties related to this Agreement (including, but not limited to, designs, drawings, specifications, tests, promotional materials, financial information, software, digital information, models, inventions, discoveries, trade secrets, patents, copyrights, trademarks, service marks, trade names, manuscripts) (the “Information”) are, by this Agreement, irrevocably assigned to Buyer. Contractor and each of the Contractor Parties will have no right or license in or to any Information, except as expressly granted in writing by Buyer. All Information will be the sole property of Buyer and may be used, disclosed, assigned, licensed, or otherwise exploited by Buyer for any purpose without any additional fees, royalties, or compensation to Contractor or any Contractor Party. Contractor and the Contractor Parties will take timely actions as may be requested by Buyer, at Buyer’s expense, to protect, maintain, preserve, use or exploit any Information. Upon purchase of work on the CannabisContent marketplace, all rights in the Work are transferred to the purchaser. This Section will survive the expiration of this Agreement.

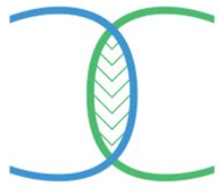
6.3. Confidentiality.

(a) All information, in any form, which is owned by Buyer or which is disclosed or made available in any manner by or on behalf of Buyer to Contractor or any Contractor Parties, including this Agreement (“Confidential Information”) will be deemed to be confidential and proprietary. Except to the extent that Confidential Information is in or comes into the public domain through no fault of Contractor or any Contractor Party, Contractor warrants that Contractor and each Contractor Party will maintain Confidential Information in strict confidence and will not disclose Confidential Information to any third party or use any Confidential Information for any purpose other than the performance of this Agreement (on a strict need to know basis) without Buyer’s prior written consent. Upon request by Buyer, Contractor, each Contractor Party, or Contractor Employee performing work under this Agreement will execute an agreement that provides that such person or entity will not use or disclose any Confidential Information.

(b) Contractor and each Contractor Party will not issue or release for publication or otherwise, any information, advertising, or publicity matter that relates to this Agreement or that mentions or implies the name of Buyer, its subsidiary, or affiliated companies or their respective employees, agents, officers or representatives, or any trade or brand names of Buyer or its subsidiaries or affiliates or by which this work is known, without prior written approval from Buyer.

(c) Upon and after the expiration of this Agreement, Contractor and Contractor Parties will, at their expense, take all actions requested by Buyer, in Buyer’s sole discretion, with respect to materials related to any Confidential Information, including, without limitation, destruction or return of such materials to Buyer, erasing storage media, and providing sworn statements regarding the disposition of materials.

6.4. Intellectual Property Indemnification. Contractor will, at its sole expense, hold harmless, indemnify, and defend Buyer against any and all claims or actions for the infringement of any patent, copyright, service mark, trademark, trade dress, for misappropriation or misuses of any trade secret(s)



and for any and all other claims or actions arising from or relating to information, materials, or services relating or pertaining to this Agreement, including, without limitation, claims and actions arising from or relating to the manufacture, distribution, display, modification, sale, or use of anything prepared by or on behalf of Contractor or provided to Buyer by Contractor (collectively “Action”). Contractor will indemnify Buyer against any and all damages, costs and expenses, including attorneys’ fees, arising from or relating to any Action. Contractor will, at Buyer’ election and in its sole discretion: (i) defend Buyer against any Action at Contractor’s expense using counsel reasonably acceptable to Buyer or (ii) reimburse Buyer for any and all costs, expenses, and legal fees incurred by Buyer in connection with any Action. Notwithstanding any other provision of this Agreement, Contractor will not enter into a settlement or compromise of any Action without Buyer’s prior written approval. Buyer will notify Contractor of an Action within a reasonable time after Buyer has received written notification of such Action.

If Contractor fails, refuses, or is unable to cure or resolve an Action within thirty (30) days of receipt of notice from Buyer or of the date Contractor knew or should have known of the Action, Buyer, in its sole discretion, and at Contractor’s sole expense and risk of loss, may (i) procure the right to continue making, using, selling, or otherwise exploiting any allegedly infringing, misappropriated, or misused material, goods, apparatus, device, information, method, process, part, or thing on terms acceptable to Buyer; (ii) replace same with materials, goods, apparatus, devices, information, methods, processes, parts, or things which are not alleged to be infringing, misappropriated or misused; (iii) modify any allegedly infringing, misappropriated, or misused material, goods, apparatus, device, information, method, process, part, or thing to cease being not infringing or becomes properly used or (iv) have any allegedly infringing, misappropriated or misused material, goods, apparatus, device, information, method, process, part, or thing removed from Buyer’ premises. Upon receipt of a written request for reimbursement, Contractor will reimburse Buyer for any and all costs, expenses, and fees arising from or relating to any such action by Buyer within thirty (30) days of such receipt.

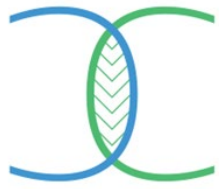
ARTICLE 7 BREACH, REMEDIES AND TERMINATION

7.1. Correction of Work.

(a) Contractor will correct or replace, at Contractor’s cost, all defective or nonconforming work or materials comprising the Scope of Work. In accordance with CannabisContent’s offer to customers, Contractor may be asked to perform three revisions on Work.

(b) All services performed by Contractor will conform to the terms and standards described in this Agreement or if not so described will conform to prevailing industry standards. At Buyer’s option, services not in accordance with this provision: (i) may be accepted as is, subject to an equitable adjustment reflecting the cost of correcting defective or nonconforming work or materials, as well as a reduction in the price, whether previously paid by Buyer for such work or materials or not; (ii) may be corrected by Buyer or another party under Buyer’s direction at Contractor’s expense; or (iii) may be corrected by Contractor at Contractor’s expense.

7.2. Contractor Delays. If delays by Contractor are caused by any reason not excused in this Agreement, then in addition to other remedies, Buyer, after giving three (3) days prior written notice to



Contractor, will (without limiting its rights to any remedy) have the right to correct such work and deduct the cost of such correction from any current or future payments due to Contractor.

7.3. Breach. The occurrence of any one or more of the following events will constitute a breach and default of this Agreement:

(a) Failure by Contractor to observe or perform any of the obligations, covenants, conditions, representations, or warranties required of Contractor pursuant to this Agreement, where such failure is not remedied immediately by a written notice thereof from Buyer to Contractor; or

(b) Failure by Buyer to make any payment due as required by this Agreement and such breach continues for a period of thirty (30) days after written notice thereof from Contractor;

(c) Failure by Contractor to adhere to the Work deadlines;

(d) Unauthorized communication by Contractor with a customer of CannabisContent including the exchange of personal contact information; or

(e) Any other breach of Contractor's covenants, representations, and warranties in this Agreement. 0

7.4. Force Majeure. Each Party will be excused from performance under this Agreement while and to the extent that it is unable to perform, for a cause beyond its reasonable control. If either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, then the Party affected by force majeure will give written notice with explanation to the other Party immediately. Following such notice, the affected obligations of the Party giving notice will be suspended only during the continuance of the events giving rise to the force majeure provided that the affected Party is acting with due diligence to remedy the events giving rise to the force majeure. Notwithstanding the foregoing, however, if Contractor is unable to perform for a period of more than twenty (20) days due to any delay, Buyer may terminate this Agreement.

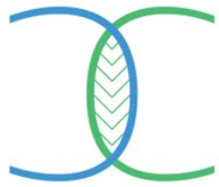
7.5. Termination. Except as otherwise provided in this Agreement, this Agreement may be terminated only under the following circumstances:

(a) By Buyer, without cause, upon ten (10) calendar days' advance written notice to Contractor.

(b) By Buyer, with cause (including a breach of this Agreement by Contractor), immediately upon written notice to Contractor.

7.6. Remedies. In the event of a breach by Contractor, Buyer will have, in addition to any other remedies available by this Agreement or at law or equity, the following remedies:

(a) The right to withhold and setoff against all or part of any remaining payments until such breach is cured to Buyer's reasonable satisfaction; provided, however, if Contractor has not cured its unsatisfactory performance within thirty (30) days after notice of same, Buyer may elect to cancel this



Agreement immediately, and provided further that Contractor's right to cure pursuant to this Article 7 will be limited to one 30-day cure period for any breach in any 12 month period of time; and

(b) The right to contract with an alternative service provider. In such case, Contractor will be liable to Buyer for all additional costs incurred by Buyer to complete the work and any other direct, indirect, or consequential damages or injury caused by Contractor's breach.

ARTICLE 8 LIMIT OF LIABILITY

8.1. Limitation of Liability. Except as otherwise provided in this Agreement, in no event will either Party seek or be liable for punitive, exemplary, enhanced, or trebled damages, arising from this Agreement whether such damages are claimed for breach of contract, negligence, or any other tort claim.

ARTICLE 9 NOTICES

9.1. Notice. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "notice") required under or provided pursuant to this Agreement must be in writing and either delivered personally, sent by overnight delivery courier, or sent by certified or registered mail, postage prepaid, return receipt requested to the person designated below (the "Designated Representative"). Notice will be deemed given when received.

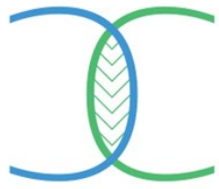
ARTICLE 10 MISCELLANEOUS

10.1. Authority. Contractor warrants that it has the full authority and power to enter into and perform under this Agreement and to make all representations, warranties, and grants as set forth in this Agreement. Contractor represents that it is not subject to any restrictive obligations imposed by former customers or any other person that would impair its ability to exercise its best efforts for or on behalf of Buyer in connection with services to be performed pursuant to this Agreement.

10.2. Survivability. All covenants, indemnities, guarantees, representations and warranties by Contractor and any undischarged obligations of Buyer arising prior to the expiration of this Agreement (whether by completion or earlier termination) will survive such expiration.

10.3. Enforceability. Either Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right in this Agreement conferred will not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely on the terms and conditions of this Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

10.4. Amendments. This Agreement may not be amended except in writing properly executed by both Parties. Except as specifically amended, this Agreement will remain in full force and effect as written.



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10.5. Assignment. Contractor will not have the right or power to assign its rights or delegate its obligations under this Agreement without the express written consent of Buyer. Any attempt to do so without such consent will be null and void and will permit Buyer the right to cancel and terminate this Agreement. If this Agreement is properly assigned, the provisions of this Agreement will bind and benefit the Parties and their representatives, successors, and assigns.

10.6. Severability. Any invalid or unenforceable provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and the remainder of this Agreement will remain in full force and effect.

10.7. Complete Agreement. This Agreement and all exhibits attached to it constitute the complete and exclusive agreement between the Parties. It supersedes all prior written and oral statements, conditions, obligations, representations, or warranties. In the event of any inconsistency between this Agreement and any Exhibit, the provisions of this Agreement will take precedence.

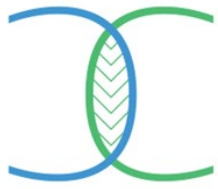
10.8. Audit and Inspection Rights. Buyer will have the right to examine all Work produced by Contractor, including to ensure against plagiarism.

10.9. Counterparts. This Agreement may be executed simultaneously in two or more counterparts which, when taken together, will be deemed an original and constitute one and the same document. The signature of any Party to the counterpart will be deemed a signature to the Agreement and may be appended to any other counterpart. Facsimile transmission of executed signature pages will be sufficient to bind the executing Party.

10.10. Headings. The headings to the various articles, sections, and paragraphs of this Agreement are solely for the convenience of the Parties, are not part of the Agreement, and will not be used for the interpretation of the validity of the Agreement or any provision of the Agreement.

10.11. Non-Exclusivity. This Agreement is nonexclusive and Buyer may, without notice to Contractor, engage or use other suppliers to provide services or goods of the same or similar nature to that which Contractor provides pursuant to this Agreement or any other projects or assignments upon which Contractor provides goods or services.

10.12. Defend. Without limiting the obligations set forth above and as a separate obligation under this Agreement, Contractor agrees to indemnify, defend, and hold harmless Buyer from any claims, actions, costs, and damages, including reasonable attorney's fees, which may be brought against Buyer arising out of or in connection with the acts or omissions of Contractor in connection with this Agreement. In fulfilling its defense obligations, Contractor may employ counsel of its own choice; provided, however, that Buyer will have the opportunity to participate in its own defense and to engage counsel of its own choice at Contractor's expense. Contractor will have the right to settle any such matter when settlement is at Contractor's sole cost and expense and with Buyer's consent, which will not be unreasonably withheld. Further, Contractor will reimburse Buyer for any defense costs incurred by Buyer, as well as any costs incurred by Buyer in enforcing Contractor's obligations under this Agreement.



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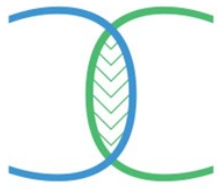
10.13. Jurisdiction and Venue; Choice of Law. This Agreement will be governed by the laws of the State of Colorado, but without giving effect to those principles of conflict of laws which might otherwise require the application of the law of another jurisdiction. Within 30 days of the arising of any dispute between the Contractor and Buyer, the Parties shall mediate the dispute before a neutral third party. If such mediation is unsuccessful, the Parties retain all of their legal remedies available to them at law, and any litigation must be brought in Denver County, Colorado within one year of the arising of any dispute between Contractor and Buyer, and each Party submits to the exclusive jurisdiction of those courts and waives the right to change venue. Contractor further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

IN WITNESS OF THE ABOVE, Buyer and Contractor have executed this Agreement as of the mutual date written below their signature.

Name

Signature

Date

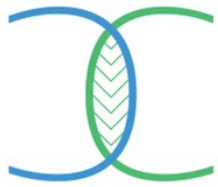


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EXHIBIT A **(Scope of Work)**

Writing, Content Creation, Creative Services.

- **Deadline Stipulation:**
 - 24 hour deadline per 500 words
 - Consequences of failing to meet deadline for > 10 % missed out of total jobs accepted:
 - 1st time: 1 week suspension
 - 2nd time: 30 day suspension
 - 3rd time: site expulsion
 - Deadline extensions must be addressed promptly
 - First, contact the client to seek resolution/extension
 - If cannot resolve through client, contact cannabis content
 - We will do everything in our power to resolve the issue
 - Contractor may appeal extenuating situations



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EXHIBIT B
(Contract Price)

	Novice	Intermediate	Advanced	Expert
Price (70% commission to writers)				
Custom Co	\$0.05/w	\$0.10/w	\$0.15/w	\$0.25/w
Shelved Content				
10-500 wo	\$10	\$25	\$50	\$100
500-1000 v	\$20	\$50	\$100	\$200
1000-1500	\$30	\$100	\$200	\$400
1500-3000	\$60	\$200	\$400	\$800
3000-5000	\$120	\$400	\$800	\$1,600
Qualifications				