



CANNOVATION

CLINICAL RESEARCH PARTNERS

Dear Consultant,

Thank you for joining the Cannovation Clinical Research Team. We are thrilled to have you with us as we work together to accelerate the development of cannabinoid and psychedelic therapeutics.

Please review the attached consulting agreement and provide the following information in your response. If you need a Word version for redline edits, click the link below to download an editable format.

[Editable Document Download](#)

We look forward to working with you.

Best regards,

Cannovation Clinical Research Partners



CONSULTING AGREEMENT

This consulting services agreement ("**Agreement**") is made by and between Cannovation Clinical Research Partners, LLC., having a place of business at 3300 Hamilton Mill Rd, Ste 102 PBM 3024, Buford, Ga. 30519 USA, together with its affiliates (hereinafter referred to as "**Company**") and _____ of _____, with a place of business at _____ (hereinafter referred to as "**Consultant**"), effective this _____ for the purpose of setting forth the exclusive terms and conditions by which Company will acquire Consultant's services on a temporary basis.

1. **WORK AND PAYMENT.** Attached to this Agreement as **Exhibit A** is a project assignment describing the work Consultant will perform ("**Project Assignment**"). This Project Assignment, and any future Project Assignment, will be subject to the terms and conditions of this Agreement and will set forth at a minimum the following terms: (a) Consultant's rate of payment for such work, (b) expenses to be reimbursed in connection with such work (c) the period, schedule and specifications for the Project Assignment, and (d) such other terms and conditions as the parties may agree to. Company is not obligated to issue any additional Project Assignments under this Agreement. Subject to the terms of this Agreement, Consultant will, to the best of his ability and in a satisfactory and workmanship like manner, render the services set forth in Project Assignment(s) by the completion dates set forth therein. In completing the Project Assignments, Consultant agrees to provide its own equipment, tools and other materials at his or her own expense. Consultant may not subcontract or otherwise delegate his obligations under this Agreement without Company's prior written consent.

2. PROPRIETARY INFORMATION.

2.1 **Information Defined.** During the term of this Agreement and in the course of Consultant's performance hereunder, Consultant may receive and otherwise be exposed to confidential and proprietary information of Company relating to Company's business practices, customer lists, strategies, designs, technologies and inventions. Such information may include, but is not limited to, non-public documents, prototypes, compounds, samples, formulations, technical data, trade secrets, know-how, research, devices, components, materials, work product or business plans, services, customer and collaborator lists, market analyses, software, assays, discoveries, inventions, ideas, techniques, processes, designs, drawings, marketing plans, financial analyses or equipment. Any of this information, in whatever form and whether or not marked as confidential or proprietary, and all derivatives, improvements and enhancements to any of the above, whether provided to Consultant, or created or developed by Consultant under this Agreement, as well as information of third parties as to which Company has an obligation of confidentiality shall all be treated as the confidential and proprietary information of Company (all of the above collectively referred to as "**Information**"). Notwithstanding anything to the contrary herein, Consultant and Company acknowledge and agree that any information that Consultant can demonstrate by written documentation to have become publicly known without fault on the part of Consultant shall not be deemed to be "Information" hereunder.

2.2 **Restrictions on Use and Disclosure.** Consultant acknowledges the confidential and secret character of the Information, and agrees that the Information is the sole, exclusive and extremely valuable property of Company. Accordingly, Consultant agrees not to reproduce any of the Information without the applicable prior written consent of Company, not to use the Information except in the performance of this Agreement, and not to disclose all or any part of the Information in any form to any third party, either during or after the term of this Agreement, without the prior written consent of Company. Upon termination of this Agreement for any reason, including expiration of

term, Consultant agrees to cease using and to return to Company all whole and partial copies and derivatives of the Information, whether in Consultant's possession or under Consultant's direct or indirect control.

2.3 Third Party Information. Consultant shall not disclose or otherwise make available to Company in any manner any confidential information of Consultant or any third party pursuant to any relationship in which Consultant was obligated to hold such information in confidence for the benefit of such third party unless specifically listed and approved pursuant to Section 3 below.

3. OWNERSHIP OF WORK PRODUCT.

3.1 Background Technology. Consultant shall specifically describe and identify in each Project Assignment all technology that Consultant intends to use in performing under such Project Assignment which is either owned solely by Consultant or is licensed from a third party to Consultant with a right to sublicense, and which exists prior to the effective date of the applicable Project Assignment ("**Background Technology**").

3.2 Ownership; Transfer. Consultant further agrees that any and all ideas, discoveries, improvements, inventions, technologies, materials and works of authorship, whether or not patentable, (collectively, "**Inventions**") conceived, written, created or first reduced to practice in, or as a result of, the performance of work under this Agreement or as a result of Consultant receiving Company's Information, together with all related patent and other intellectual property rights, shall be the sole and exclusive property of Company. Consultant hereby assigns, and agrees to assign to Company in the future if not assignable at present, all of his or her right, title and interest in and to any and all such Inventions, together with all related patent and other intellectual property rights. Consultant hereby grants to Company a non-exclusive, royalty-free, perpetual, irrevocable, worldwide right to use and sublicense the use of Background Technology for the purpose of developing, marketing, selling and supporting Company products and services, either directly or through multiple tiers of distribution, but not for the purpose of marketing Background Technology separately from Company products or services.

3.3 Protection of Information. In addition to the foregoing Section 3.2, Consultant further agrees, in view of Consultant's access to Information and knowledge of Company resulting from Consultant's work hereunder, that any and all Inventions conceived, written, created or first reduced to practice by Consultant within twelve (12) months after the termination or expiration of this Agreement, which Inventions arise from using any Information or incorporate or are based upon any Information, shall be the sole and exclusive property of Company, and Consultant hereby assigns, and agrees to assign to Company in the future if not assignable at present, all of his or her right, title and interest in and to any and all such Inventions, together with all related patent and other intellectual property rights.

3.4 Assistance. Consultant agrees to execute all papers, including patent applications, invention assignments and copyright assignments, and otherwise agrees to assist Company as reasonably required at Company's reasonable expense to perfect in Company the rights, title and other interests in Consultant's Work Product (as defined below) and any Inventions expressly granted to Company under this Agreement. If Company is unable for any reason, after reasonable effort, to secure Consultant's signature on any document needed in connection with the actions specified above, Consultant hereby irrevocably designates and appoints Company and its duly authorized officers and agents as his or her agent and attorney in fact, which appointment is coupled with an interest, to act for and in his or her behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Consultant.

4. REPRESENTATIONS AND WARRANTIES

4.1 No Conflicts and No Solicitation. Consultant represents and warrants that (a) Consultant has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Consultant from fully complying with the provisions hereof or violate any duty of loyalty to Company that Consultant would otherwise have if Consultant were an employee of Company; and (b) Consultant shall not enter into any such conflicting agreement or other agreement with any person, corporation, government agency or other entity that could, in any manner, impede or prevent Consultant from giving and Company from receiving the benefit of the work to be performed by Consultant under this Agreement. During the term of this Agreement and for a period of twelve (12) months thereafter, Consultant agrees that, without the prior written consent of Company, Consultant will not, directly or indirectly, on its, his or her behalf or on behalf of any other person or entity, (i) call upon, solicit, divert or take away or attempt to solicit, divert or take away any of the customers, business or patrons of Company; or (ii) solicit or attempt to solicit for employment any person who is then an officer, employee of, or consultant to Company,

or who was an employee of, or consultant to Company, or attempt to induce any such officer or key employee to leave his or her employment with the Company (unless such person responds to a general solicitation), at any time during the twelve (12) month period immediately prior to the date of the subject solicitation. During this period, the Consultant shall not interfere with, disrupt or attempt to disrupt any existing business relationships between the Company and any of their respective clients/customers with respect to operations, products or activities of the Company. The parties acknowledge that the foregoing restrictions placed upon Consultant are necessary and reasonable in scope and duration and are a material inducement to Company to execute, deliver and perform its obligations arising under or pursuant to this Agreement, and that despite such restrictions Consultant will be able to earn its, his or her livelihood and engage in its, his or her profession during the term of this Agreement.

4.2 Authority. Consultant represents and warrants that Consultant has full power and is authorized to enter into and perform this Agreement.

4.3 Title to Work Product. Consultant warrants that it has good and marketable title to all of the Inventions, material, or work product created or provided by Consultant pursuant to the provisions of this Agreement ("**Work Product**"). Consultant further warrants that the Work Product will be free and clear of all liens, claims, encumbrances or demands of third parties, including any claims by any such third parties of any right, title or interest in or to the Work Product. Consultant warrants that all material supplied and work performed under this Agreement complies with or will comply with all applicable United States and foreign laws and regulations. In the event of a breach or threatened breach of the foregoing warranty, Consultant shall, at no additional cost to Company, replace or modify the Work Product with a functionally equivalent and conforming Work Product, obtain for Company the right to continue using the Work Product and, in all other respects, use his or her best efforts to remedy the breach. Any copyrightable work created in connection with the performance of this Agreement will be considered a work made for hire, whether published or unpublished, and all rights therein will be the property of Company as author and owner of copyright in such work and are hereby assigned by to the Consultant to Company. Consultant represents and warrants that he will not assign any of his right, title and interest in and to any and all Inventions, or any related patent or other intellectual property rights, as referenced in Sections 3.2 and 3.3 above, to any party other than Company.

5. TERM AND TERMINATION. The term of this Agreement shall be one (1) year from the effective date, unless extended by mutual agreement. Either Company or Consultant may terminate this Agreement in the event of a material breach of the Agreement by the other party which is not cured within thirty (30) days of written notice to the other party of such breach. In addition, Company may terminate this Agreement for convenience with thirty (30) days prior written notice. In such event, Consultant shall cease work immediately after receiving notice from Company unless otherwise advised by Company, and shall notify Company of costs incurred up to the termination date. Sections 2, 3.2, 3.3, 3.4, 4, 5, 6, 7 and 8 shall survive any termination or expiration of this Agreement.

6. INDEPENDENT CONTRACTOR. Consultant's relationship with Company will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Consultant is not the agent of Company and is not authorized to make any representation, contract, or commitment on behalf of Company. Consultant will not be entitled to any of the benefits which Company may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Because Consultant is an independent contractor, Company will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, under this Agreement.

7. RIGHTS AND REMEDIES UPON BREACH. If the Consultant breaches or threatens to commit a breach of any of the provisions of Sections 2, 3 or 4 of this Agreement (the "**Protective Covenants**"), Consultant agrees that such breach or threatened breach of the Protective Covenants would cause irreparable injury to Company and that money damages would not provide an adequate remedy to Company. Company shall also have any other rights and remedies available to the Company under law or in equity.

8. **GENERAL.** The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors, and administrators and permitted assigns. Consultant shall not assign this Agreement or its obligations hereunder without the prior written consent of Company and any such purported assignment shall be null and void. This Agreement and any Project Assignments agreed upon by the parties constitute the parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be waived, modified, amended or assigned unless mutually agreed upon in writing by both parties. In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement. The rights and obligations of the parties under this Agreement shall be governed in all respects by the laws of the State of Georgia exclusively, as such laws apply to contracts between residents of the state of Georgia performed entirely within Georgia, without reference to conflict of laws principles. The parties agree that all disputes related to this Agreement, or to any breach of this Agreement between Company and Consultant, shall be resolved by binding arbitration and settled in accordance with the commercial arbitration rules of the American Arbitration Association by a single arbitrator ("AAA"), the arbitration proceeding, including the rendering of an award, shall take place in the state of Georgia. The decision of the arbitrator shall be final and binding on the parties hereto and any judgment rendered by arbitrators may be enforced by a court of competent jurisdiction. The Company shall have no obligation to pay the costs of the arbitration process and proceeding. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified above or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery, or sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

9. **LEGAL COUNSEL.** Consultant HEREBY ACKNOWLEDGES THAT Consultant HAS BEEN ENCOURAGED TO CONSULT WITH LEGAL COUNSEL (AT Consultant's OWN EXPENSE) PRIOR TO EXECUTING THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

By: 
Cannovation/CRP, LLC Authorized Signature

Lisa Rich-Milan / Founder & CEO
Printed Name / Title

By: _____
Consultant Signature

Printed Name / Title

Date