

HOUSE PREMIUM CANNABIS

EMPLOYEE HANDBOOK

Introduction to Handbook

Overview

It is our pleasure to issue to you a copy of Yellow House Cannabis LLC, dba House Premium Cannabis, (the “Company” or “HOUSE PREMIUM CANNABIS”) Employee Handbook containing information that will assist in answering your questions regarding the Company’s policies and benefits. Please do not hesitate to request clarification on any item which you do not understand.

The Company may alter or amend the policies and provisions contained in this handbook at any time, at its discretion. As changes occur to this handbook, the Company will update you accordingly.

This handbook has been written to provide guidance and to help you get to know more about the Company. Brief outlines of the benefits, salary plan, rules and regulations, etc. are contained herein for your review. For more detailed information on any of these subjects, please contact the Human Resources Manager.

NOTE. THIS HANDBOOK IS NOT A CONTRACT. THE BENEFITS, POLICIES AND PROCEDURES OUTLINED IN THIS HANDBOOK ARE SUBJECT TO CHANGE AT ANY TIME, AT THE SOLE DISCRETION OF THE COMPANY. THIS HANDBOOK DOES NOT MAKE ANY ENFORCEABLE PROMISES OR GUARANTEES.

Notwithstanding any statements made in this handbook or any employment-related discussions, it is understood that all agents at the Company are employed on an at-will basis and may resign or be terminated at any time.

Federal, State and Local Regulations

Americans with Disabilities Act (ADA)

The Company is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring employment opportunities for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Reasonable accommodation is available to all agents qualifying under the ADA, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equality with respect to pay and other forms of compensation (or changes in compensation), job assignments, classifications, organizational structures, and position description. HOUSE PREMIUM CANNABIS is also committed to not discriminating against any qualified applicants because such applicants are related to or associated with a person with a disability. To the extent applicable, leave will be available to all qualified agents on an equal basis.

This policy is neither exhaustive nor exclusive. HOUSE PREMIUM CANNABIS is committed to taking all actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

COBRA. This COBRA section shall apply only if and when the Company offers health insurance benefits to its employees.

Full-time agents who leave HOUSE PREMIUM CANNABIS for any reason, other than for gross misconduct, may extend their medical coverage for themselves and their immediate family members as a result of certain Qualifying Events.

Qualifying Events are events that cause an individual to lose his or her group health coverage. The type of qualifying event determines who the qualified beneficiaries are for that event and the period of time that a plan must offer continuation coverage. The following are qualifying events for covered employees if they cause the covered employee to lose coverage:

- Termination of the employee's employment for any reason other than gross misconduct; or
- Reduction in the number of hours of employment.

The following are Qualifying Events for the spouse and dependent child of a covered employee if they cause the spouse or dependent child to lose coverage:

- Termination of the covered employee's employment for any reason other than gross misconduct;
- Reduction in the hours worked by the covered employee;
- Covered employee becomes entitled to Medicare;
- Divorce or legal separation of the spouse from the covered employee; or

- Death of the covered employee.

In addition to the above, the following is a qualifying event for a dependent child of a covered employee if it causes the child to lose coverage:

- Loss of dependent child status under the plan rules. Under the Patient Protection and Affordable Care Act, plans that offer coverage to children on their parents' plan must make the coverage available until the adult child reaches the age of 26.

If an agent elects to use COBRA, they must notify HOUSE PREMIUM CANNABIS in writing within sixty (60) days of the Qualifying Event. The participating agent is required to pay one hundred percent (100%) of the premium as well as a two percent (2%) administrative fee.

All premiums must be pre-paid for each month of extended coverage. Failure to pre-pay the premium will result in the termination of the medical insurance coverage. Coverage will also be terminated or if the agent become eligible for coverage under another group medical insurance plan.

All requests to terminate coverage should be submitted to HOUSE PREMIUM CANNABIS in writing

Employment Eligibility

HOUSE PREMIUM CANNABIS complies with all federal and state immigration laws and regulations and is committed to providing a workplace free from discrimination, including discrimination based on national origin or citizenship status. To meet these obligations, HOUSE PREMIUM CANNABIS will verify employment eligibility for all new hires and re-verify such eligibility as required by law.

All new agents must complete and sign Section One of Federal Form I-9 at the time of hire. HOUSE PREMIUM CANNABIS will furnish new agents with this form. Agents are required to provide HOUSE PREMIUM CANNABIS with documentation of identity and employment eligibility within three (3) business days after their employment commences. HOUSE PREMIUM CANNABIS will only accept identity and employment eligibility documents as listed on Form I-9 that appear to be genuine (e.g. United States passport; birth certificate, etc.). Please note that payroll cannot begin until Form I-9 is completed and submitted to HOUSE PREMIUM CANNABIS.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at HOUSE PREMIUM CANNABIS will be based on merit, qualifications, and abilities. HOUSE PREMIUM CANNABIS does not discriminate on the basis of race, sex, color, age, national origin, ancestry, sexual orientation, handicap, disability, genetic information, pregnancy, marital status, gender identity/expression, religion, creed, veteran's status, national guard or reserve unit obligations or other protected status. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any agents with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their manager. Agents can raise concerns and make reports without fear of reprisal. Anyone at the Company found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Family Medical Leave Act (FMLA)

HOUSE PREMIUM CANNABIS provides family leaves of absence without pay to eligible agents who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a healthcare provider.

Agents in the following employment classifications are eligible to request family leave as described in this policy:

- All agents who have worked for HOUSE PREMIUM CANNABIS for at least twelve (12) months and at least one- thousand two hundred and fifty (1,250) hours during the twelve (12) month period prior to the family leave request.

Eligible agents should make requests for family leave to their manager at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events.

An agent requesting family leave related to the serious health condition of himself/herself, a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family leave to provide care, as well as the expected beginning and end dates, and the estimated time required.

Eligible agents may request up to a maximum of twelve (12) weeks of family leave within any twelve (12) month period. Any combination of family leave and medical leave may not exceed this maximum limit. Agents will be required to first use any accrued paid leave time before taking unpaid family leave. Married agents/couples may be restricted to a combined total of twelve (12) weeks leave within any twelve (12) month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition. Where leave is taken for the purpose of giving birth or caring for an adopted child, the leave may be counted simultaneously against entitlement under Maternity and FMLA leave.

Subject to the terms, conditions, and limitations of the applicable plans, HOUSE PREMIUM CANNABIS will continue to provide health insurance benefits for the full period of the approved family leave. Other benefits will be maintained by HOUSE PREMIUM CANNABIS under the same conditions as active agents.

In order for an agent's return to work can be properly scheduled, an agent on family leave is

requested to provide HOUSE PREMIUM CANNABIS with at least two (2) weeks advance notice of the date the agent intends to return to work. When family leave ends, provided the agent has complied with the requirements set forth in this Section, the agent will be reinstated to the same position, if it is available, or to an equivalent position for which the agent is qualified.

If an agent fails to return to work on the agreed upon return date, HOUSE PREMIUM CANNABIS will assume that the agent has resigned.

Section 125 Plan This section shall apply only if and when the Company offers health insurance benefits to its employees.

As required under Section 125 of the Internal Revenue Code, HOUSE PREMIUM CANNABIS offers a Section 125 program to all eligible agents. Participation in the program allows agents to contribute pre-tax dollars to pay their health insurance premiums. Thus, eligible agents do not pay federal and state income tax or social security tax on dollars deducted from their pay to cover health insurance premiums. Participation in the program is voluntary.

Workers' Compensation

HOUSE PREMIUM CANNABIS agents are covered by the Massachusetts Workers' Compensation Act that provides for financial compensation and the payment of certain medical expenses to workers for certain injuries sustained or illnesses arising from their employment. In the event an agent is injured, she/he may be eligible to receive weekly workers' compensation wage-replacement benefits. HOUSE PREMIUM CANNABIS bears the full cost of this program.

Agents must immediately report all injuries or illnesses, regardless of severity to their manager. HOUSE PREMIUM CANNABIS management will work with the injured agent to complete the injury report no later than seventy-two (72) hours after the injury occurs.

Agents may not use group health plans for injuries or illnesses covered under the Workers' Compensation Act. Further, agents may not use accrued leave while they are receiving wage-replacement benefits under workers' compensation.

HOUSE PREMIUM CANNABIS works closely with its workers' compensation insurer to investigate any suspected fraudulent workers' compensation claims. As a result, HOUSE PREMIUM CANNABIS reserves the right to prosecute any agent who files a fraudulent claim or engages in other workers' compensation fraud.

Personnel Policies

Agent Registration

All HOUSE PREMIUM CANNABIS agents are required to complete the Commission-issued paperwork in order to register and obtain an agent registration card. Agent registration cards are valid for one (1) year from the date of issue and must be renewed in order to be employed by HOUSE PREMIUM CANNABIS. Changes to information (e.g. address, name change, etc.)

must be reported to the Commission within five (5) business days.

HOUSE PREMIUM CANNABIS employees are required to carry their HOUSE PREMIUM CANNABIS registration cards at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

In addition, all HOUSE PREMIUM CANNABIS agents are required to submit to a CORI report at the time of employment and on an annual basis. Ongoing employment is subject to the agent's ability to meet agent registration requirements set forth by the Commission. CORI reports will be kept separately from the agent's personnel record.

Attendance

The success of HOUSE PREMIUM CANNABIS' operations depend in large part upon the regular and punctual attendance of each of its agents. Agents are required to be at work for their scheduled start time. If an agent anticipates being late, the agent's manager should be notified prior to the scheduled start time by telephone or e-mail. Agents are asked to arrive at work no more than fifteen (15) minutes early.

Agents should notify their manager prior to the start of the work day (preferably the night before, if possible) if they are unable to come to work due to an illness.

Dress Code

Dress, grooming, and personal cleanliness standards contribute to the morale of all agents and the image HOUSE PREMIUM CANNABIS presents to patients and visitors. During hours of operation, agents are expected to have a clean and neat appearance and to dress according to the requirements of their positions.

Alcohol, Smoke & Drug-Free Workplace

HOUSE PREMIUM CANNABIS's goal is to have a drug-free, healthy, and safe workplace. To promote this goal, agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner. This policy is violated when agents use, possess, or abuse alcohol and illegal drugs. Thus, while on-premises and while conducting business-related activities off-premises, including transporting marijuana and marijuana products between licensed marijuana establishments, agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.

Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered. Agents should notify their manager whenever the use of legal drugs for medical purposes may impair the agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.

Agents are also prohibited from smoking tobacco on the marijuana establishment premises or in any of the vehicles used to transport marijuana or marijuana products between licensed

marijuana establishments.

Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Cell Phone and Electronic Device Policy

Disruptions during working time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during meal or break times. Cell phone use by any HOUSE PREMIUM CANNABIS agent on the dispensary floor during working hours is prohibited.

Cell phones and personal electronic devices including but not limited to apple watches, digital cameras, portable gaming consoles, laptops and tablets are not permitted unless permitted by your manager and approved for operational purposes. Taking pictures or videos of any work-related areas, HOUSE PREMIUM CANNABIS property, HOUSE PREMIUM CANNABIS agents, patients, customers or marijuana products is strictly prohibited.

Any exception to this policy is subject to the approval of HOUSE PREMIUM CANNABIS's management team. Agents that violate HOUSE PREMIUM CANNABIS's electronic device policy are subject immediate dismissal and termination.

Employment on An At-Will Basis

All agents of HOUSE PREMIUM CANNABIS, regardless of their classification or position, are employed on an at-will basis. This means that each agent's employment is terminable at the will of HOUSE PREMIUM CANNABIS or the agent at any time, for any reason, or no reason, with or without notice.

Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of the Company shall in any way create an express or implied contract of employment or an employment relationship other than at an at-will basis.

Employment Classifications

The first three (3) months of employment at HOUSE PREMIUM CANNABIS for all agents is considered a training period. A supervisor may recommend that a new agent 's employment be terminated at any time during the three (3) month training period if the overall evaluation of the person and the position warrants such action.

At the end of three (3) months the agent 's performance will be appraised. At this appraisal, the supervisor will inform the agent that the agent will become a regular agent; that the trial period is being extended, or that at HOUSE PREMIUM CANNABIS no longer needs the agent 's services.

For the sole purpose of determining the allowance of certain benefits, agents are classified as:

- Regular Full-Time Agent: An agent who is scheduled to work an average of thirty (30) or more hours per week on a regular and continuous basis. Regular Full-Time agents are eligible for the following benefits:
 - Paid Time Off (PTO). Accrues weekly and caps at 40 hours that roll over if unused. The Company is not legally required to offer PTO, however as a benefit we offer it to Full Time Agents who work 30 hours per week or more.
 - Paid Sick Leave. Accrues weekly and caps at 40 hours that roll over if unused
 - Health Insurance if and when the Company offers health insurance benefits.
 - Bereavement Leave
 - Jury Duty Leave; and
 - Any other leave permitted by law

- Regular Part-Time Agent: An agent who is scheduled to work less than an average of thirty (30) hours per week. Regular Part-Time agents may be eligible for the following benefits on a prorated basis according to regularly scheduled hours worked:
 - Paid Sick Leave. Accrues weekly and caps at 40 hours that roll over if unused
 - Holiday time; and
 - Any other leave permitted by law

For payroll purposes, agents will be classified as one of the following:

- Exempt Agents: Certain agents such as executive and administrative agents are paid on a salary basis for all hours worked each week. These agents are expected to work whatever hours are required to accomplish their duties, even if it exceeds the normal workweek. No overtime pay will be paid to exempt agents.
- Non-Exempt Agents: All agents who are not identified as exempt agents are considered non-exempt agents. Non-exempt agents are eligible for payment of overtime premium pay.

Electronic Communications

HOUSE PREMIUM CANNABIS uses various means of electronic communications in its normal course of business. The purpose of this policy is to describe HOUSE PREMIUM CANNABIS' general rules regarding use of electronic communications.

E-mail: HOUSE PREMIUM CANNABIS operates a corporate e-mail system through Microsoft. As such, HOUSE PREMIUM CANNABIS' email system should primarily be used to discuss business-related activities. Agents must use HOUSE PREMIUM CANNABIS' email system to create, send, receive, and store all work-related emails; they cannot use personal email accounts to create, send, receive, or store work-related email.

HOUSE PREMIUM CANNABIS agents should not expect any privacy when using the corporate email system and are expected to abide by HOUSE PREMIUM CANNABIS's harassment policy and any other applicable policies when sending emails over the corporate email system.

Internet: Email and Internet communications are not private. Email and Internet access are

valuable communication and research tools for conducting the HOUSE PREMIUM CANNABIS's business. Because HOUSE PREMIUM CANNABIS provides agents with these tools, agents and members of HOUSE PREMIUM CANNABIS do not have a reasonable expectation of privacy in email and Internet communications. HOUSE PREMIUM CANNABIS has the right to view and disclose all electronic communications including email and Internet access.

HOUSE PREMIUM CANNABIS agents may not knowingly transmit, receive, or store any communication that; (i) is discriminatory, harassing, defamatory, or otherwise prohibited by federal law, (ii) appears derogatory and/or obscene to anyone, (iii) is a chain letter, joke, solicitation, offer to buy/sell goods, or other non-business related material of frivolous or trivial nature, and/or (iv) reveals company trade secrets, confidential information regarding patients, or other information that could harm HOUSE PREMIUM CANNABIS or any of its affiliates.

Social Media: Agent use of social media (e.g. Facebook, Instagram, message boards, personal blogs, etc.) is prohibited during work time and through HOUSE PREMIUM CANNABIS owned and operated systems. HOUSE PREMIUM CANNABIS recognizes that agents may own various forms of electronic communications equipment (e.g. cell-phones, smart phones, etc.) that provide access to the internet and social media websites.

Agents can only use personal electronic communications equipment and devices at the workplace according to HOUSE PREMIUM CANNABIS's electronic communications policy and other harassment policies in this handbook.

Agents who use social media should be mindful of their responsibilities towards HOUSE PREMIUM CANNABIS and fellow co-workers at all times. Once content is posted online, it is no longer under the author's control. HOUSE PREMIUM CANNABIS strives to maintain a professional work environment and considers harassment in all forms to be a serious offense in violation of HOUSE PREMIUM CANNABIS's harassment policy.

Cell phones are not permitted in any work-related area. Taking pictures or videos of any work-related areas are strictly prohibited.

Agents that violate HOUSE PREMIUM CANNABIS's electronic communications policy are subject to discipline, up to termination. Additionally, agents who use HOUSE PREMIUM CANNABIS's electronic communications systems for illegal or fraudulent purposes are subject to legal action by appropriate local, state and federal authorities.

Agent Privacy

In collecting, maintaining, and disclosing personnel information, HOUSE PREMIUM CANNABIS makes every effort to protect agents' privacy rights and interests and prevent inappropriate or unnecessary disclosures of information from any worker's file or record.

HOUSE PREMIUM CANNABIS treats personal information about agents as confidential and respects the need for protecting each agent's privacy by enforcing secure information handling procedures on the part of all personnel whose job duties involve gathering, retaining, using, or releasing personal information about HOUSE PREMIUM CANNABIS agents.

On occasion, HOUSE PREMIUM CANNABIS must provide information from its personnel records and files to federal, state, and local government agencies in accordance with reporting requirements imposed by such agencies. In the event a government agency requests information beyond which it normally requires, HOUSE PREMIUM CANNABIS ordinarily advises the affected agents of the agency's request unless the request occurs in the course of an agency investigation or if an agency asks HOUSE PREMIUM CANNABIS to keep such a request confidential.

In response to an information request from an outside organization or individual, HOUSE PREMIUM CANNABIS normally verifies only the employment status and dates of employment for former or present agents. HOUSE PREMIUM CANNABIS does not provide any other information unless and until it receives a written request from the agent or former agent.

Anti-Harassment Policy and Complaint Procedure

It is the goal of HOUSE PREMIUM CANNABIS to promote a workplace that is free of harassment based on race, color, religion, creed, national origin, sex, age, ancestry, sexual orientation, genetics, pregnancy, marital status, gender identity/expression, disability, handicap, military obligations, veteran status, participation in discrimination complaint-related activities or any other category protected by law ("protected class status"). Harassment of agents occurring in the workplace or in other settings in which agents may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by agents.

Because we take allegations of harassment seriously, we will respond promptly to complaints of harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual or other harassment.

Definition of Sexual Harassment

Sexual Harassment, according to the legal definition in Massachusetts, means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions;
- or

- (b) Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

Under this definition, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and, in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances - whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences;
- Discussion of one's sexual activities; and
- Dissemination in the workplace of sexually-explicit voice mail, email, graphics, downloaded material or websites.

All agents should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

Complaints of Harassment

If a HOUSE PREMIUM CANNABIS agent believes that he or she has been subjected to harassment, the agent has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint, you may do so by contacting the Human Resources Manager. Managers and senior staff are also available to discuss any concerns you may have and to provide information to you about our policy on harassment and our complaint process.

Harassment Investigation

When the Company receives a complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our agents, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

State and Federal Remedies

In addition to the above, if you believe you have been subjected to unlawful harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC and MCAD – 300 days).

1. The United States Equal Employment Opportunity Commission (“EEOC”)

J.F.K. Federal Building
475 Government Center
Boston, MA 02203-0506
1-800-669-4000

2. The Massachusetts Commission Against Discrimination (“MCAD”)

Boston Office:
One Ashburton Place --RM 601
Boston, MA 02108
(617) 994-6000

Springfield Office:
436 Dwight St., Suite 220
Springfield, MA 01103
413-739-2145

New Bedford Office:
Demello International Center
128 Union Street, Suite 206
New Bedford, MA 02740
774-510-5801

Occupational Safety Program

Safety is a top priority at HOUSE PREMIUM CANNABIS. To assist in providing a safe and

healthful work environment for agents, patients, and visitors, HOUSE PREMIUM CANNABIS has established workplace safety programs.

HOUSE PREMIUM CANNABIS provides information to agents about workplace safety and health issues through internal communication channels such as agent meetings, bulletin board postings, memos, or other written communications.

Each agent is expected to obey safety regulations and to exercise caution in all work activities. Agents must immediately report any unsafe condition to the appropriate manager. Agents who engage in unsafe behavior, who cause hazardous or dangerous situations, or who fail to report, or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, agents should immediately notify any member of the HOUSE PREMIUM CANNABIS management team. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Agent/Personnel Records

As required by the Commission, HOUSE PREMIUM CANNABIS will maintain a personnel record for each Marijuana Establishment agent. Personnel records will be maintained by HOUSE PREMIUM CANNABIS for a minimum of twelve months after the agent's affiliation with HOUSE PREMIUM CANNABIS concludes. At a minimum, the personnel record will contain the following:

- (i) Documents submitted to the Commission for the purposes of obtaining/maintaining agent registration;
- (ii) Job description that details duties, authority, responsibilities, qualifications, and supervision;
- (iii) Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the agent indicating the date, time, and place the training was received, the topics discussed, and the name and title of the presenter(s);
- (iv) A copy of the application that HOUSE PREMIUM CANNABIS submitted to the Commission on behalf of the prospective agent;
- (v) A record of any disciplinary action taken; and
- (vi) Notice of completed responsible vendor and eight-hour related duty training.

Note: CORI reports will be maintained separately from an agent's personnel record.

Workplace Violence

HOUSE PREMIUM CANNABIS does not tolerate acts of violence committed by or against agents, visitors, or guests. HOUSE PREMIUM CANNABIS strictly prohibits agents from making threats or engaging in violent acts. Prohibited conduct includes, but is not limited to:

- (i) Injuring another person physically;

- (ii) Engaging in behavior that creates a reasonable fear of injury in another person;
- (iii) Engaging in behavior that subjects another individual to extreme emotional distress;
- (iv) Threatening to injure an individual or damage property; and
- (v) Committing acts motivated by or related to sexual harassment.

In addition, the Company is sensitive to issues of domestic violence and the potential danger it poses to our agents and our workplace. Accordingly, the Company will not hesitate to contact the appropriate law enforcement authorities in the event of any threatening behavior or act of violence against agents, visitors, or guests of the Company, and to initiate criminal prosecution, if appropriate.

Agents are prohibited from carrying any guns, knives, or other items which could be considered weapons while on duty. HOUSE PREMIUM CANNABIS agents who hold a license to carry a concealed weapon are prohibited from carrying a weapon while on duty.

This is a zero-tolerance policy, meaning HOUSE PREMIUM CANNABIS disciplines or terminates every agent found to have violated this policy.

Whistleblower Policy

If an agent believes or has knowledge to believe that an HOUSE PREMIUM CANNABIS agent is engaging in illegal activities while at work, including but not limited to diverting or stealing marijuana or marijuana products, falsifying records, stealing, or any other activity that jeopardizes HOUSE PREMIUM CANNABIS's assets or agents, he/she should immediately report the incident to the Director of Security or the Chief Operating Officer. Illegal activities by others with whom HOUSE PREMIUM CANNABIS has a relationship (including but not limited to vendors, independent contractors, patients, etc.) should also be reported.

The Director of Security will lead the investigation, with assistance from the Chief Operating Officer and the agent's manager, if necessary. Investigations will be completed as discreetly and confidentially as is determined to be practical. If it is determined that an agent engaged in illegal or prohibited activity, HOUSE PREMIUM CANNABIS will take appropriate disciplinary measures against the offending agent(s). Disciplinary measures include but are not limited to warnings, suspensions, and termination. Agents who report violations and/or cooperate with an investigation will not be subject to retaliation. The Chief Operating Officer will inform the agent who made the complaint of the results of the investigation upon its completion.

It is imperative that all agents recognize and acknowledge that compliance with this policy is a condition of each agent's employment. Agents are encouraged to raise any questions and/or concerns about this policy with their manager or the Director of Security.

Salary Administration

Overtime Policy

Full-time non-exempt (hourly) agents may occasionally be asked to work more than forty (40)

hours in a given work week. Each work week is considered separately in computing overtime pay. Such overtime work, which is undertaken only when necessary, must be approved in advance by the agent's manager. The agent will be compensated for overtime hours worked at the rate of one and one-half times the agent's base rate of pay. Working unapproved overtime may be cause for disciplinary action.

If and when offered by the Company to a certain class of Agent, Paid Time Off ("PTO"), closed holiday, or leave without pay hours occurring in a forty (40+) hour work week do not count as hours worked for the purposes of calculating overtime. For example, if an hourly agent worked forty (40) hours during the week of Thanksgiving in addition to the eight (8) hours paid for the Thanksgiving holiday, the total hours paid would be forty-eight (48) at regular time rather than forty (40) hours regular time plus eight (8) hours of overtime.

Pay Procedures

HOUSE PREMIUM CANNABIS agents are paid every other Friday. If a regularly scheduled payday falls on a holiday, agents are paid on the last regular workday immediately preceding the holiday.

Federal and state withholding taxes and Social Security taxes are deducted from every paycheck. Voluntary deductions for health care benefits, and the like can be made after an agent completes the necessary authorization forms. HOUSE PREMIUM CANNABIS will deduct court-ordered garnishments for personal debts (such as child support) without the agent's prior authorization.

Deductions for federal and state taxes can also be made by HOUSE PREMIUM CANNABIS without prior authorization.

Agents should report a lost or stolen paycheck to their manager immediately. HOUSE PREMIUM CANNABIS will issue a new paycheck to the agent after payment is stopped on the original check. However, if a check is lost through no fault of HOUSE PREMIUM CANNABIS and HOUSE PREMIUM CANNABIS is unable to stop payment on the check, HOUSE PREMIUM CANNABIS is not obligated to compensate the agent for the loss.

Direct Deposit

HOUSE PREMIUM CANNABIS requires all agents to participate in the Direct Deposit Program. A standardized procedure is used to verify account numbers and account types before an actual electronic transfer occurs. Agents will be asked to complete a direct deposit form and provide a cancelled check during new hire orientation. Agents will be able to view an online earnings statement each payday that includes the same information that would be included in a paystub.

Benefits

Health Insurance. NOTE THAT AT THIS TIME THE COMPANY DOES NOT OFFER A HEALTH INSURANCE PROGRAM.

Holidays

HOUSE PREMIUM CANNABIS anticipates observing Christmas Day as holiday.

Holidays that fall on a Saturday or Sunday will be observed on a Friday or Monday, respectively. Holidays occurring during an agent's vacation period may (not) be taken on another day. If Christmas Day occurs during a work week, the HOUSE PREMIUM CANNABIS usually will close earlier on the previous day. In addition, HOUSE PREMIUM CANNABIS will make a good faith effort to accommodate religious holidays upon request.

Leaves of Absence

Bereavement Leave: Benefit-eligible agents are allowed up to three (3) days of paid leave in the case of death in the agent's immediate family. Immediate family is defined as parents, spouse, domestic partner, children, brothers and sisters, grandparents, grandchildren, mother-in-law, or father-in-law. Regular full-time agents are entitled to up to one (1) day paid leave in the case of death in the spouse's immediate family. Additional unpaid leave may be authorized by HOUSE PREMIUM CANNABIS.

Bereavement Leave will not apply in the event the death in the family occurs when the agent is not scheduled to work, such as being on vacation or on an approved leave of absence.

Military Leave: Agents who are required to serve a period of time in a reserve component of the U.S. Armed Forces are allowed an unpaid leave of absence. All agents (except those with jobs that are for a brief, non-recurrent period with no reasonable expectation the job will continue indefinitely or for a significant period), regardless of length of service, are entitled to reserve duty leave. There will be no loss of seniority-based benefits during military leave.

Continuation of coverage under HOUSE PREMIUM CANNABIS' health care plan during military leave depends on the length of the leave. For leaves of absence less than thirty-one (31) days in duration, HOUSE PREMIUM CANNABIS will continue to pay its share of the health care premium contribution, and the employee will be responsible for his/her own share. For leaves of absence greater than thirty-one (31) days, a covered agent may elect to continue health plan coverage at his/her own expense for a period of up to twenty-four (24) months. For more information concerning health care coverage during leave, please speak with the Human Resources Manager. An agent requesting military leave must request the leave as soon as the need for leave becomes known. A copy of the orders to go to the reserves must accompany the request for the leave.

An eligible agent may also be able to take FMLA leave in connection with certain situations related to military service: (a) an eligible employee may take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for a covered family member who has suffered a qualifying injury or illness in the line of active duty in the Armed Forces; and (b) an eligible agent may take up to twelve (12) weeks of leave during a twelve (12) month period in connection with a 'qualifying exigency' arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan.

Parental Leave: Full-time agents are eligible for eight (8) weeks of unpaid parental leave under the Massachusetts Parental Leave Statute. To be eligible, agents must have completed HOUSE PREMIUM CANNABIS's initial trial period. Agents must provide at least two (2) weeks' written notice of their date of departure and intention to return to work following the leave, or provide notice as soon as is practicable if the delay in notice is for reasons beyond their control.

Leave may be taken for the purpose of giving birth, for adopting a child under the age of eighteen (18) (twenty-three (23) if the child is mentally or physically disabled), for placement of a child under the age of eighteen (18) (twenty-three (23) if the child is mentally or physically disabled), or for the placement of a child pursuant to a court order. If two (2) agents of HOUSE PREMIUM CANNABIS require leave to care for the same child, they are entitled to eight (8) weeks total parental leave between them.

Agents on Parental Leave may, but are not required to, apply unused PTO or sick time towards the leave period. Agents who wish to use unused PTO during all or part of the leave may do so and should submit the request in writing prior to taking the leave. However, no PTO, if and when optionally offered to an Agent, will accrue during the leave. Health coverage, if any, will continue on the same basis as before the leave. Upon returning to work, agents will be restored to your position, or a similar one with the same status, pay, length of service credit, and seniority as of the date of the leave, unless economic or business conditions during the leave period would have resulted in a lay-off had leave not been taken.

Small Necessities Leave Act: Agents who are eligible for leave under HOUSE PREMIUM CANNABIS' Family and Medical Leave Policy are also eligible for leave under the Massachusetts "Small Necessities Leave Act" (SNLA). During any twelve (12) month period, eligible agents may take up to twenty-four (24) hours of leave for the following reasons:

- To participate in school activities directly related to the educational advancement of their child, such as parent-teacher conferences or interviewing for a new school ("school" includes licensed day-care centers);
- To accompany their child to routine medical or dental appointments, such as check-ups or vaccinations; or
- To accompany an elderly relative to routine medical or dental appointments or other appointments for professional services related to the elder's care, such as interviewing at nursing or group homes.

Where SNLA leave is foreseeable, agents must provide at least seven (7) days advance written notice to the HOUSE PREMIUM CANNABIS. Where leave is not foreseeable, agents must notify HOUSE PREMIUM CANNABIS as soon as practicable. Agents may be required to provide a certification (which can serve as notice), in the following form, for each period of leave taken pursuant to this policy:

Agent's Certification

I certify that on _____ I will/did take _____ hour(s) of leave for the following purpose (check one):

- To participate in school activities directly related to the educational advancement of my child;
- To accompany my child to a routine medical or dental appointment
- To accompany an elderly relative to a routine medical or dental appointment or for an appointment for other professional services related to my relative's care

Agent 's Signature: _____ Date: _____

The available twenty-four (24) hours of SNLA leave does not need to be taken all at once. Rather, leave may be taken intermittently, in minimum increments of one hour.

Agents are required to substitute accrued vacation time and/or sick leave towards SNLA leave. Once paid leave is used up, SNLA leave is unpaid.

Jury Duty: For time served on jury duty, HOUSE PREMIUM CANNABIS will pay agents the difference between their salary and any amount paid by the government, unless prohibited by law, up to a maximum of three (3) days. If an agent is required to serve more than three (3) days of jury duty, HOUSE PREMIUM CANNABIS will provide the agent with unpaid leave or the agent may use accrued PTO. Upon request, agents must provide HOUSE PREMIUM CANNABIS a copy of proof of service from the court in which they appeared.

Family Medical Leave Act (FMLA):

The Company provides paid time off to eligible employees who qualify for Paid Family and Medical Leave (PFML) benefits under Massachusetts law. PFML benefits are funded through a state tax.

To be eligible for PFML, agents must work in Massachusetts and meet the financial eligibility requirements for unemployment benefits under Massachusetts law at the time of their requested leave and established by the Massachusetts Department of Family and Medical Leave (DFML), or have been unemployed for twenty-six (26) weeks or fewer.

PFML may be taken for the following reasons:

1. The birth of a child, adoption of a child, or foster care placement of a child with you (Family Leave);
2. To care for their own serious health condition (Medical Leave);
3. To care for a family member with a serious health condition (Family Leave);
4. To care for a family member who is a covered service member with a serious health condition (Family Leave); or
5. For a qualifying exigency related to a family member who is on active duty or has been notified of an impending call or order to active duty in the armed forces (Family Leave).

Eligible agents may take up to twenty-six (26) total weeks of family and medical leave. Individually, the law provides:

- Up to twelve (12) weeks of paid family leave within a year for the birth, adoption, or foster care placement of a child; to care for a family member with a serious health condition; or because of a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the armed forces.
- Up to twenty (20) weeks of paid medical leave in a leave year for a serious health condition that causes agents to be unable to perform the functions of their position.
- Up to twenty-six (26) weeks of paid family leave in a leave year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing the consequences of a serious health condition relating to the family member's military service.

For purposes of this policy, the leave year is the consecutive fifty-two (52) week period beginning on the Sunday immediately before the first day that you take family or medical leave.

If medically necessary, agents may take PFML intermittently or on a reduced schedule basis:

- To care for their own, a family member's, or a covered service member's serious health condition.
- Because of a qualifying exigency related to their family member who is on active duty or has been notified of an impending call or order to active duty.

If leave is taken for the birth, adoption, or placement of a child, they may only take leave intermittently or on a reduced schedule basis if they and Company agree.

PFML may also be taken in increments of one (1) hour, however, agents may not apply for benefits associated with intermittent leave until they have at least seven (7) hours of accumulated leave time. If they are on intermittent or reduced leave and would like to switch to a continuous leave, agents will need to begin a new paid leave application.

PFML will run concurrently with any leave taken for the same qualifying reasons listed above, including leave for which agents may be eligible under the federal Family and Medical Leave Act (FMLA) and the Massachusetts Parental Leave Act (MPLA).

Where the need for leave is foreseeable at least 30 days in advance, agents must provide at least 30 days' written notice. If the need for leave is not foreseeable at least 30 days in advance, you must give notice as soon as practical under the circumstances.

In addition, if agents are seeking intermittent or reduced schedule leave that is foreseeable due to a planned medical treatment, they must consult with COMPANY in advance of their application for benefits and make a reasonable effort to schedule treatment so as to not unduly disrupt the COMPANY's operations, subject to the approval of their health care provider.

Failure to provide appropriate notice may result in the delay or denial of leave, where consistent with Massachusetts law.

When agents notify COMPANY of their need for leave, they must provide the following information: (1) the anticipated start date of leave; (2) the anticipated length of the leave; (3) the expected date of return from leave; (4) Whether they will need intermittent or reduced leave; and (5) if they need intermittent or reduced leave schedule, the expected frequency of leave and expected duration of each instance of leave.

To obtain PFML benefits, COMPANY prior to filing their application for benefits with the DFML.

The DFML will accept an application up to 60 days prior to the anticipated leave start date. All applications must be supported by a certification showing that the leave is for a qualifying reason. Applications and other forms are available from the DFML by contacting them at (833) 344-7365 or on their website - <https://www.mass.gov/info-details/paid-family-and-medical-leave-pfml-overview-and-benefits#-how-can-i-apply-for-paid-leave-massachusetts-benefits> - or may be obtained from the appropriate person or department. Agents should be notified by the DFML of the approval or denial of their application within 14 calendar days.

If agents take leave because of their own serious health condition (except if they are taking intermittent leave), agents are required to provide medical certification that they are fit to resume work. They will not be permitted to resume work until certification is provided.

COMPANY will maintain and pay for agents' health coverage at the same level and under the same conditions as coverage would have been provided if they had not taken PFML.

Upon return from covered PFML, agents will be reinstated to their previous position or to an equivalent position with the same status, pay, employment benefits, length-of-service credit and seniority credit as of the date of leave. However, COMPANY reserves the right to deny reinstatement if other employees of equal length of service credit and status in the same or equivalent positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of leave.

An agent's weekly PFML benefits are calculated and provided by the Family and Employment Security Trust Fund. No family or medical leave benefits are payable during the first seven (7) calendar days of an approved initial claim for benefits, and this initial waiting period will count against the total available period of leave in a benefit year. Where the approved claim involves

leave on an intermittent or reduced leave schedule, the wait period will be seven (7) consecutive calendar days, not the total accumulation of seven (7) days of leave.

While on PFML, agents do not accrue PTO or sick leave, and are not eligible to receive pay for holidays occurring during their absence. Their regular accrual schedule will begin after they return to work. However, if they reach an anniversary milestone during their PFML, then they will still receive that supplement.

Agents may use their accrued paid leave, such as vacation, paid sick leave, or other paid time off to supplement their PFML benefits. Agents may use their accrued paid leave in combination with their PFML benefits to receive up to 100% of wage replacement.

COMPANY will not retaliate against employees who request or take PFML in accordance with this policy.

Paid Time Off

Eligibility: All regular, non-probation period agents scheduled to work a minimum of thirty (30) hours per week.

Paid Time Off Accrual: PTO shall be calculated from the first (1st) day of employment but shall not be considered to have been earned and shall not become available for use, until an agent has completed his/her ninety (90) day probationary period.

Sick Leave

All HOUSE PREMIUM CANNABIS agents are entitled to receive sick leave each year. Agents will earn one (1) hour of sick time for every thirty (30) hours worked – up to forty (40) hours per year. For accrual purposes, exempt agents will be assumed to work forty (40) hours per week, unless they are normally scheduled to work fewer than forty (40) hours, in which case earned sick time accrues based on their regular schedule. Up to forty (40) hours of unused sick time may be carried over into the following year. Agents start accumulating paid sick leave on their date of hire yet will not be eligible to use accumulated sick leave until they have completed the ninety (90) day probationary period. Agents may use sick leave in increments of one (1) hour or more.

Unlike PTO, agents will not be compensated for accumulated sick leave at the time of termination.

Resignation and Termination

Resignation and Termination Policies

HOUSE PREMIUM CANNABIS asks that agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date. HOUSE PREMIUM CANNABIS reserves the right to immediately dismiss an agent who resigns; however, the agent will be paid during the notice period. An exit interview will be scheduled on or near the final day of employment.

To the extent that the Company offers health insurance benefits, Health insurance plans continue through the end of the month in which the agent works their last day, provided they have paid contributions for that month. Under federal law, resigning agents are entitled to participate in HOUSE PREMIUM CANNABIS' group health plan at their own expense for at least eighteen (18) months (see COBRA).

HOUSE PREMIUM CANNABIS will issue a final paycheck, including payment for any unused PTO, on the next regular payday after resignation. HOUSE PREMIUM CANNABIS will notify the Commission no more than one (1) business day after the agent's employment concludes.

Immediate termination of employment will occur if an agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices with regard to HOUSE PREMIUM CANNABIS' standard operating procedures (Commission will be notified); or been convicted or entered a guilty plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority. Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination.

Exit Interview

Agents who resign from HOUSE PREMIUM CANNABIS may be asked to complete an exit interview with their manager or a member of the executive management team. The purpose of the exit interview is to give agents the opportunity to explain what they liked and disliked about working at HOUSE PREMIUM CANNABIS and to gather suggestions for how HOUSE PREMIUM CANNABIS can improve policies and practices.

Exit interviews are designed and intended to be constructive for both HOUSE PREMIUM CANNABIS and agents. As a result, HOUSE PREMIUM CANNABIS does not share information or discriminate against agents who voluntarily share their opinions during exit interviews.

Protective Provisions

These Protective Provisions ("Agreement") are understood by the Employee to be a material part of the Company's Employee Handbook. This Agreement confirms Employee's promise to protect and preserve information and property which is confidential and proprietary to each Company, its subsidiaries, parents, affiliates, successors and assigns, as well as other terms and conditions of Employee's employment, including Employee's agreement to reasonable limitations on the scope of Employee's employment and other activities once Employee's affiliation with such Company ends. Employee's execution and return of this Agreement is a condition of Employee's employment with the Company.

Therefore, in consideration of Employee's (a) employment and/or continued employment by each Company, (b) eligibility for future pay increases and/or promotions, and (c) other good and valuable consideration, the sufficiency of which is hereby agreed and acknowledged, the Employee hereby agrees as follows:

1. Protective Provisions

1.1 Certain Acknowledgements and Agreements.

- 1.1.1 Company and Employee have discussed, and Employee recognizes and acknowledges the competitive and proprietary aspects of the business of such Company.
- 1.1.2 Employee acknowledges that a business will be deemed “Competitive” with each Company if it performs any of the services or manufactures or sells any of the products provided or offered by any Company Entity or if it performs any other services and/or engages in the marketing, production, manufacture, distribution or sale of any product or service similar to the services or products which were performed, produced, marketed, manufactured, distributed, sold, under development or planned by any Company Entity during Employee’s affiliation with such Company, or which could substitute for such products or services, in each case to the extent such products or services relate to the sale, distribution or marketing of cannabis products (the “Restricted Industry”).
- 1.1.3 Employee further acknowledges that, during the course of Employee’s affiliation with each Company, the Company will furnish, disclose or make available to Employee Confidential Information (as defined below) related to the Company’s business in the Restricted Industry and that the Company will provide Employee with unique and specialized training, experiences and opportunities. Employee also acknowledges that such Confidential Information and such training, experiences and opportunities have been developed and will be developed by such Company through the expenditure by the Company of substantial time, effort and money and that all such Confidential Information and training, experiences and opportunities could be used by Employee to compete with each Company within the Restricted Industry. Employee also acknowledges that if Employee became employed by or affiliated with any competitor of each Company in the Restricted Industry in violation of Employee’s obligations to such Company, it is inevitable that Employee would disclose the Confidential Information to such competitor and would use such Confidential Information, knowingly or unknowingly, on behalf of such competitor. Further, in the course of Employee’s employment with each Company, Employee will be introduced to and collaborate with customers and other business partners of each Company in the Restricted Industry. Employee acknowledges that any and all “goodwill” created through such relationships belongs exclusively to such Company, including, without limitation, any goodwill created as a result of direct or indirect contacts or relationships between Employee and any customers or other contacts of each Company in the Restricted Industry.
- 1.1.4 For purposes of this Agreement, “Confidential Information,” means confidential and proprietary information of each Company (including its subsidiaries, parents, affiliates, successors and assigns), whether in written, oral, electronic or other form, including but not limited to, information and facts concerning business plans, marketing plans, strategies, forecasts, customers, future customers, suppliers, licensors, licensees, partners, investors, affiliates or others, training methods and materials, financial information, pricing models and

methods, sales prospects, client and partner lists, inventions, tests, test results, product assessments, improvements, products, designs, methods, show-how and know-how, techniques, systems, processes, software programs, algorithms, formulae, works of authorship, code, technical data and specifications, or any other technical or trade secrets of each Company or of any third party provided to Employee or such Company; provided that, Confidential Information will not include information that is in the public domain other than through any fault or improper act by Employee. The phrase, "trade secrets," as used in this Agreement, will be given its broadest possible interpretation under the law of the Massachusetts and the Defend Trade Secrets Act of 2016 ("DTSA") and will include, without limitation, anything tangible or intangible or electronically kept or stored, which constitutes, represents, evidences or records any secret scientific, technical, merchandising, production or management information, or any design, process, procedure, formula, invention, improvement or other confidential or proprietary information or documents.

1.1.5 Employee further acknowledges and agrees that the Company exclusively owns and shall exclusively own all rights, title and interest to and in any and all accounts, clients and/or customers that Employee sources, generates, solicits, and/or brings to such Company. Employee further acknowledges and agrees that all business written or serviced for all customers, clients, and/or accounts of the Company, including, but not limited to, any customers, clients and/or accounts that Employee is responsible for generating business from on behalf of each Company, shall be written, renewed and serviced only through the facilities of such Company and in the name of such Company and shall be owned exclusively by each Company, including, but not limited to, the complete and entire goodwill relationship with the clients, customers, and/or accounts with whom Employee shall transact business.

1.2 **Non-Solicitation.** During the period in which Employee is employed by or otherwise affiliated with the Company and for a period of twelve (12) months following the last day of Employee's affiliation with the Company (the "Non-Solicit Period"), Employee will not, without the prior written consent of the Company:

1.2.1 Either individually or on behalf of or through any third party, directly or indirectly, solicit or approach, divert or appropriate or attempt to solicit, divert or appropriate any customer, customer prospect, client, or other business partner of the Company (or any person or entity which was a customer, client, or business partner of each Company at any time during the six (6) month period preceding such actual or attempted solicitation, diversion or appropriation), or any prospective customer, customer prospect, client, or business partner with respect to which each Company has developed or made a sales presentation (or similar offering of services) during the six (6) month period preceding such actual or attempted solicitation, for the purpose of competing with each Company in the Restricted Industry or reducing each Company's relationship with any customers, clients, or other business partners of each Company in the Restricted Industry; or

1.2.2 Either individually or on behalf of or through any third party, directly or indirectly, (a) solicit, entice or persuade or attempt to solicit, entice or persuade any employee of or consultant to

each Company (including its subsidiaries, parents, affiliates, successors and assigns) to end or reduce such person's relationship with each Company, or (b) employ, hire, cause to be employed or engaged, or solicit the employment or the engagement as a consultant of any employee of or consultant to each Company while any such person is affiliated with each Company or within six (6) months after any such person ceases to be affiliated with such Company; and/or

1.2.3 Either individually or on behalf of or through any third party, directly or indirectly, solicit, entice or persuade or attempt to solicit, entice or persuade any third party with whom each Company has a contractual or business relationship (including business referral sources, centers of business influence, and/or strategic business partners) to sever, modify, reduce, or in any way alter their business or contractual relationship with each Company.

1.3 **Non-Disparagement.** As a material inducement to the Company to enter into this Agreement, Employee agrees that during the Employee's employment with the Company and at any time thereafter, Employee will not make any negative or disparaging comments about the Company, its Managers, officers, or its employees.

1.4 **Definitions.** For purposes of this Agreement, the following definitions will apply:

1.4.1 **"Involuntary Termination"** shall mean that Employee's employment with the Company is terminated by either Company without Cause or as the result of a layoff, job elimination or reduction in force.

1.4.2 **"Restricted Territory"** shall mean any country, state, region, territory or geographic location in which the Company is operating in or any such country, state, region, territory or geographic location where the Company has commenced plans to operate in during the Employee's employment with the Company.

1.5 **Extension of Restricted Period.** Employee acknowledges and agrees that the Non-Solicit Period will be extended by the duration of any violation by Employee of any of the covenants or obligations contained in Section 1.2, so that in any event, Employee shall have refrained from engaging in the activities prohibited by Section 1.2 hereof for no less than the Non-Solicit Period.

1.6 **Reasonableness of Restrictions.** Employee further recognizes and acknowledges that (a) the types of employment and other post-employment activities which are prohibited by this Section 1 are narrow and reasonable in relation to the skills which represent Employee's principal salable assets both to the Company and to other prospective employers, and (b) the specific but broad geographical scope of the provisions of this Section 1 is reasonable, legitimate and fair to Employee in light of the nature of each Company's business, each Company's need to market and sell its services and products in an appropriate manner and in light of the limited restrictions on the type of activity prohibited compared to the activities for which Employee is qualified to earn a livelihood.

1.7 Survival of Acknowledgements and Agreements. Employee's acknowledgements and agreements set forth in this Section 1 shall survive the termination of Employee's affiliation with each Company.

2. Protected Information

2.1 Employee will at all times, both during the period while Employee is affiliated with each Company and after Employee's affiliation with each Company ends, maintain in confidence and will not, without the prior written consent of the Company, use, except in the course of performance of Employee's duties for the Company or by court order, disclose or give to others any Confidential Information. In the event Employee is questioned by anyone not employed by or otherwise affiliated with the Company or by an employee of or a consultant to the Company not authorized to receive Confidential Information, in regard to any Confidential Information, or concerning any fact or circumstance relating thereto, including being compelled by law to answer questions, Employee will to the extent legally permitted promptly notify the Company. Upon the termination of Employee's affiliation with the Company for any reason or for no reason, or if either of the Company otherwise request, (a) Employee will return to such Company all tangible Confidential Information and copies thereof (regardless how such Confidential Information or copies are maintained), and (b) Employee will deliver to such Company any property of such Company which may be in Employee's possession, including, but not limited to, notes, notebooks, memoranda, reports, lists, records, specifications, software programs, data, graphics, computers, equipment, models, tools, cellular telephones, PDAs, pagers, credit and/or calling cards, keys, access cards, documentation or other materials of any nature and in any form, whether written, printed, electronic or in digital format or otherwise, relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs and any other Company property in Employee's possession, custody or control (whether prepared by Employee or others). The terms of this Section 2 are in addition to, and not in lieu of, any other contractual, statutory, common law, or legal obligation that Employee may have relating to the protection of each Company's Confidential Information. The terms of this Section 2 shall survive indefinitely any termination of Employee's affiliation with the Company for any reason or for no reason.

2.2 Notwithstanding any provision of this Agreement prohibiting the disclosure of trade secrets or Confidential Information, Employee understands that Employee may not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law, or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Employee files a lawsuit or other court proceeding against the Company for retaliating against Employee for reporting a suspected violation of law, Employee may disclose the trade secret or Confidential Information to the attorney representing Employee and use the trade secret or Confidential Information in the court proceeding, if Employee files any document containing the trade secret or Confidential Information under seal and does not disclose the trade secret or Confidential Information, except

pursuant to court order. Notwithstanding the foregoing, Employee acknowledges and agrees that nothing in this Agreement shall limit, curtail or diminish either Company's statutory rights under the DTSA, any applicable state law regarding trade secrets, or common law.

2.3 Nothing in this Agreement is intended to discourage or shall restrict Employee from communicating with, or making a report with, any governmental authority regarding a good faith belief of any violations of law or regulations based on information that the Employee acquired through lawful means in the course of Employee's employment, including such disclosures protected or required by any whistleblower law or regulation of the Securities and Exchange Commission, the Department of Labor, or any other appropriate governmental authority.

3. Ownership of Ideas, Copyrights and Patents

3.1 **Property of the Company.** Employee hereby assigns to the Company all inventions, ideas, discoveries, creations, manuscripts and properties, work modifications, processes, software programs, works of authorship, documentation, innovations, improvements, know how, show-how inventions, designs, developments, apparatus, trade secrets, techniques, methods, technical specifications, technical data, concepts, expressions, and formulae (collectively the "Inventions"), which may be used in the business of the Company, whether or not such Inventions are patentable, copyrightable, or registrable under copyright, trademark or similar statutes (including but not limited to The Semiconductor Chip Act), which Employee may conceive, make, author, devise, discover, reduce to practice, or develop (whether alone or in conjunction with another or others) during the period while Employee is affiliated with such Company and which in any way relate to either Company's business, and Employee agrees to promptly disclose to such Company all such inventions, as well as any such inventions which Employee conceives, makes, authors, devises, discovers, reduces to practice or develops during the six (6) month period following the end of Employee's affiliation with the Company. Employee agrees that Employee will not publish any of the Inventions without the prior written consent of the Company or its designee. Without limiting the foregoing, Employee also acknowledge that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of Employee's employment or which relate to the business of the Company or a Company affiliate and which are protectable by copyright are "works made for hire" pursuant to the United States Copyright Act (17 U.S.C. Section 101). Employee hereby assigns to the Company or its designee all of Employee's right, title and interest in and to all of the foregoing. Employee further represents that, to the best of Employee's knowledge and belief, none of the Inventions will violate or infringe upon any right, patent, copyright, trademark or right of privacy, or constitute libel or slander against or violate any other rights of any person, firm or corporation, and that Employee will use Employee's best efforts to prevent any such violation.

3.2 **Cooperation.** At any time during or after the period during which Employee is affiliated with the Company, Employee will fully cooperate with the Company and their respective attorneys and agents in the preparation and filing of all papers and other documents as may be required to perfect the Company's rights in and to any such Inventions, including, but not limited to, joining in any proceeding to obtain letters patent, copyrights, trademarks or other legal rights with respect

to any such Inventions in the United States and in any and all other countries, provided that each such Company will bear the expense of such proceedings, and that any patent or other legal right so issued to Employee personally will be assigned by Employee to such Company or its designee without charge by Employee.

3.3 Licensing and Use of Innovations. With respect to any Inventions, and work of any similar nature (from any source), whenever created, which Employee has not prepared or originated in the performance of Employee's employment, but which Employee provides to the Company or incorporates in any Company product or system, Employee hereby grants to each Company a royalty-free, fully paid-up, non-exclusive, perpetual and irrevocable license throughout the world to use, modify, create derivative works from, disclose, publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all such Inventions. Employee will not include in any Inventions that she delivers to each Company or uses on its behalf, without the prior written approval of such Company, any material which is or will be patented, copyrighted or trademarked by Employee or others unless Employee provides each Company with the written permission of the holder of any patent, copyright or trademark owner for the Company to use such material in a manner consistent with then-current Company policy.

3.4 Inventions Assigned to the United States. In addition, Employee agrees to assign to the United States government any and all right, title, and interest that Employee may have in and/or to any and all Inventions whenever such full title is required to be assigned to the United States by a contract between the Company and the United States or any of its agencies.

3.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of Employee's employment with the Company. The records will be in the form of notes, sketches, drawings, laboratory notebooks, and/or any other format that may be required by the Company. The records will be available to and remain the sole property of the Company at all times.

3.6 Prior Inventions. Patented or unpatented inventions, if any, which Employee made prior to the commencement of Employee's employment with the Company are excluded from the scope of this Agreement. Employee further agrees that Employee shall not incorporate, or permit to be incorporated, prior inventions in any Company Inventions without the Company's prior written consent; provided that, if, in the course of Employee's employment with each Company, Employee incorporates (whether intentionally or inadvertently) a prior invention into a Company product, process, machine, or Invention, Employee hereby grant the Company a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such prior invention.

4. Disclosure to Future Employers

Employee shall provide, and each Company, in its discretion, may provide, a copy of this Agreement to any business or enterprise which Employee may directly or indirectly own, manage, operate, finance, join, control or in which Employee may participate in the ownership, management, operation, financing, or control, or with which Employee may be connected as an officer, director, employee, partner,

principal, agent, representative, consultant or otherwise.

5. No Conflicting Agreements

Employee hereby represents and warrants that Employee has no commitments or obligations inconsistent with this Agreement and Employee will indemnify and hold the Company harmless against loss, damage, liability or expense arising from any claim based upon circumstances alleged to be inconsistent with such representation and warranty. In addition:

- 5.1 Employee represents that Employee has no agreement or other legal obligation with any prior employer or any other person or entity that restricts Employee's ability to perform any function for the Company.
- 5.2 Employee has been advised by the Company that at no time should Employee divulge to or use for the benefit of the Company any trade secret or confidential or proprietary information of any previous employer. Employee has not divulged or used any such information for the benefit of the Company.
- 5.3 Employee has not and will not misappropriate any Invention that Employee played any part in creating while working for any former employer.
- 5.4 Employee recognizes that the Company has received, and in the future will receive, confidential or proprietary information from third parties subject to a duty on the Company to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees to hold all such confidential and proprietary information in the strictest confidence and not to disclose it to any person or entity or to use it except as necessary to carry out Employee's work for the Company consistent with the Company's agreement with such third parties.
- 5.5 Employee acknowledges that the Company based important business decisions on these representations, and affirm that all of the statements included herein are true.

6. General

- 6.1 **Agreement Enforceable Upon Material Job Change.** Employee acknowledges and agrees that if Employee should transfer between or among any affiliates of each Company, wherever situated, or be promoted, demoted, reassigned to functions other than Employee's present functions, or have Employee's job duties changed, altered or modified in any way, all terms of this Agreement shall continue to apply with full force.
- 6.2 **Notices.** All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth above or to such other address as a party may designate by notice hereunder, and will be either delivered by hand, sent by overnight courier, or sent by registered mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications hereunder will be deemed to have been given either (a) if by hand, at the time of the delivery thereof to the receiving party at the address of such

party set forth above, (b) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (c) if sent by registered mail, on the fifth business day following the day such mailing is made.

- 6.3 Entire Agreement.** This Agreement and other documents, instruments and agreements specifically referenced herein, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.
- 6.4 Modifications and Amendments.** The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto.
- 6.5 Waivers and Consents.** The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party waiving or consenting to such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.
- 6.6 Assignment.** The Company, in its sole and absolute discretion, may assign its rights and obligations hereunder to any person or entity which is the successor to the business of the Company. Employee may not assign Employee's rights and obligations under this Agreement without the prior written consent of the Company and any such attempted assignment by Employee without the prior written consent of the Company will be void.
- 6.7 Benefit.** All statements, representations, warranties, covenants and agreements in this Agreement will be binding on the parties hereto and will inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement will be construed to create any rights or obligations except between the Company and Employee, and no person or entity other than the Company will be regarded as a third party beneficiary of this Agreement.
- 6.8 Governing Law.** This Agreement shall be deemed to have been made in the Commonwealth of Massachusetts shall take effect as an instrument under seal within Commonwealth of Massachusetts, and the validity, interpretation and performance of this Agreement shall be governed by, and construed in accordance with, the internal law of Commonwealth of Massachusetts, without giving effect to conflict of law principles, and specifically excluding any conflict or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The parties acknowledge that the last act necessary to render this Agreement enforceable is its execution by the Company in Commonwealth of Massachusetts and that the Agreement shall be maintained in Commonwealth of Massachusetts.

- 6.9 Jurisdiction, Venue and Service of Process.** The parties hereby agree that any legal action or proceeding with respect to this Agreement must be brought in the Massachusetts Superior Court for Middlesex County or its Business Litigation Session and shall be subject to the jurisdiction of such courts only. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts.
- 6.10 Waiver of Jury Trial.** Any action, demand, claim or counterclaim arising under or relating to this Agreement will be resolved by a judge alone and each of the Company and Employee waive any right to a jury trial thereof.
- 6.11 Severability.** The parties intend this Agreement to be enforced as written. However, (a) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly-authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law, and (b) if any provision, or part thereof, is held to be unenforceable because of the scope of such provision, duration of such provision, or the geographic area covered thereby, the court making such determination will have the power to reduce the scope, duration, and/or geographic area of such provision, and/or to delete specific words and phrases (“blue-pencilling”) to the extent necessary to protect the Company’s legitimate business interests, and in its reduced or blue-penciled form such provision will then be enforceable and will be enforced.
- 6.12 Headings and Captions.** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.
- 6.13 Injunctive Relief and Legal Fees.** Employee hereby expressly acknowledges that any breach or threatened breach of any of the terms and/or conditions set forth in Section 1, 2 or 3 of this Agreement will result in substantial, continuing and irreparable injury to the Company. Therefore, Employee acknowledges and agrees that in addition to any other remedy that may be available to either Company, each Company will be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of Section 1, 2 or 3 of this Agreement.
- 6.14 No Waiver of Rights, Powers and Remedies.** No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto or in any trade or industry, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available

remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

6.15 **Employment at Will.** Employee understands that neither this Agreement nor any other document that Employee has signed with the Company constitutes an implied or written employment contract or guarantee of continued employment and that Employee's employment with the Company is on an "at-will" basis. Accordingly, Employee understands and agrees that Employee's employment with the Company may be terminated by either Employee or Company, at any time, and for any or no reason.

6.16 **Survival.** This entire Agreement and Employee's obligations hereunder, shall survive any termination or cessation of Employee's affiliation with the Company (for any or no reason).

6.17 **Effective Date.** This Agreement shall constitute a binding and enforceable agreement upon execution by both parties hereto.

6.18 **Opportunity to Review.** Employee acknowledges and agrees that Employee received a copy of this Agreement for review on or before the earlier of (a) the time each Company made a formal offer of employment to Employee, and (b) ten (10) business days before Employee commenced employment with each Company. **EMPLOYEE HEREBY ACKNOWLEDGES THAT EMPLOYEE HAS HAD ADEQUATE OPPORTUNITY TO REVIEW THESE TERMS AND CONDITIONS AND TO REFLECT UPON AND CONSIDER THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND THAT EMPLOYEE HAS HAD THE OPPORTUNITY AND WAS ENCOURAGED BY EACH COMPANY TO CONSULT WITH AN ATTORNEY OR COUNSEL OF EMPLOYEE'S OWN CHOOSING REGARDING SUCH TERMS PRIOR TO SIGNING THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT EMPLOYEE FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT AND HAS VOLUNTARILY EXECUTED THIS AGREEMENT.**

[SIGNATURE PAGE TO FOLLOW]

Agent Acknowledgement Form

This Agent Handbook describes important information about House Premium Cannabis, Inc. (“HOUSE PREMIUM CANNABIS”), and I understand that I should consult the General Manager or the Company’s CEO regarding any questions not answered in the handbook. The policies described in this manual and the language is not intended to create a contract between myself and HOUSE PREMIUM CANNABIS. I have entered into my employment relationship with HOUSE PREMIUM CANNABIS voluntarily and acknowledge that I am an employee at will and there is no specified duration of employment. Accordingly, either I or HOUSE PREMIUM CANNABIS can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except the HOUSE PREMIUM CANNABIS policy of employment- at-will. It is HOUSE PREMIUM CANNABIS’ intent to communicate changes to this handbook through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Company’s Manager, acting in its official capacity on behalf of HOUSE PREMIUM CANNABIS, has the authority to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

AGENT’S NAME (printed): Karina Perez

AGENT’S SIGNATURE: 

DATE: 07/30/2025