

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (the "Agreement") is made on **October 7, 2024** by and between Platinum MF LLC dba Verdant Strategies, (the "Company"), located at 8383 Wilshire Blvd., Suite 800, Beverly Hills, CA 90211 in the County of Los Angeles, and **Joseph Powers** (the "Independent Contractor" or "Contractor") located at **612 Northern Pine Ct. Twin Falls, ID 83301.**

### RECITALS

The Independent Contractor is secured to provide the services described below at the Company's principal place of business as aforementioned, or from the Contractor's principal place of business, if applicable, as aforementioned. The Independent Contractor represents that Independent Contractor has complied with all Federal, State and local laws regarding business permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as an Independent Contractor pursuant to this Agreement, and as such, provides Independent Contractor's Employer Tax ID Number, **518-43-8337**. The Independent Contractor is or shall remain open to conducting similar tasks or services for the Company, which may not be listed or described below, or for entries other than the Company and thus holds himself or herself out to the public to be a separate business entity.

The Company desires to hire and contract the services of the Independent Contractor to perform those tasks as set forth herein. The Independent Contractor assents to this Agreement and to act and perform as an Independent Contractor for the aforementioned Company and is thus willing to do so on the terms and conditions as set forth herein.

***NOW, THEREFORE,*** in consideration of the above recitals and the mutual promises and conditions contained within this Agreement, the Parties agree as follows:

### INDEPENDENT CONTRACTOR REPRESENTATION

The implementation of this Agreement does not constitute a hiring by either party. It is therefore the intention of the parties that the Independent Contractor shall maintain an Independent Contractor status and shall not be considered an employee for any purpose, including, but not limited to, the application of the Federal Internal Revenue Code, State Revenue and Taxations Code relating to income tax withholding, Workers' Compensation Insurance and other benefit payments and third party liability claims. Independent Contractor shall maintain in force adequate industry standard insurance, including Workers' Compensation Insurance as applicable.

Therefore, staying within the Scope of Work, the Independent Contractor shall retain sole and absolute discretion in the manner and means for the carrying out of Independent Contractor's activities and responsibilities contained herein this Agreement. Independent Contractor represents that Independent Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the services performed.

This Agreement shall not be construed or considered to be a partnership or joint venture, and the Company shall not be held liable for any obligation incurred by the Independent Contractor, unless otherwise specifically authorized by the Company in writing. The Independent Contractor shall not act as an agent or representative

of the Company, superficially or otherwise, nor bind the Company in any manner, unless specifically authorized to do so in writing by the Company.

## **SERVICES AND SCOPE OF WORK**

The Independent Contractor herein agrees to devote the necessary amount of time, energy and attention required to satisfactorily complete and/or conclude the following services:

### **Cap at 20 hours weekly**

#### **Weekly:**

- Write and publish 1 blog article.
- Create and post 5-7 updates on LinkedIn and Instagram.
- Produce and release 1 video.

#### **Monthly:**

- Develop and distribute 2 newsletters.

#### **Mission:**

- Manage the content calendar for two closely related brands.
- Ensure the timely creation, approval, and publishing of content according to the schedule.
- Provide weekly and monthly performance reports.

#### **Requirements:**

- In-depth knowledge of the cannabis industry and major events.
- Strong copywriting skills with the ability to capture the essence of our two brands.
- Exceptional attention to detail.
- Strong organizational skills with the ability to manage content calendars and allocate time for content creation, approval, publishing, and monitoring.
- Self-starter with the ability to work independently and without constant supervision.
- Availability and flexibility to handle last-minute requests.

It is expected that the above detailed services, tasks and responsibilities shall be completed by Independent Contractor, barring any reasonable unforeseeable circumstances. Company acknowledges that Independent Contractor may provide similar services to other third-parties.

**FURTHERMORE**, the Independent Contractor shall perform any and all responsibilities and duties that may be associated within the Scope of Work set for above, including, but not limited to, work which may already be in progress or any related change orders. The Independent Contractor shall have full discretion within the Scope of Work but shall not engage in any activity which is not expressly set forth by this Agreement without first obtaining prior written authorization.

## **DOCUMENTS, RECORDS OR BOOKS**

Any and all documents, records or books which may be related to the Scope of Work, as set forth herein this Agreement, shall be maintained by the Independent Contractor at the Independent Contractor's principal place of business and open to inspection by the Company during regular working business hours. The documents records and /or books to which the Company shall be entitled to inspect and receive copies of include, but are not limited to, any and all contract documents, change/purchase orders and work which has been authorized by the Company on existing or any potential project that are related to this Agreement.

#### **WORK SCHEDULE, EQUIPMENT AND SUPPLIES**

The Independent Contractor shall be responsible to the owner(s) and/or manager(s) of the Company.

The Independent Contractor shall supply all necessary equipment, materials and supplies needed to complete the agreed upon Scope of Work. The Independent Contractor shall not rely solely upon the equipment or offices of the Company for completion of the tasks and duties set forth pursuant to this Agreement. Any directions or advice provided to the Independent Contractor regarding the Scope of Work shall be considered a suggestion only and not an instruction.

While Independent Contractor agrees to meet any deadlines for performance of its services, Independent Contractor shall decide on its own when and how to perform its services.

#### **OWNERSHIP OF DELIVERABLES**

Contractor agrees that any report, documentation, content, audio or visual material, images, photos, software, digital media or other materials or content of any type (in any medium and in any stage of development or completion) provided by Contractor to the Company or created by Contractor (including any of its employees, agents or subcontractors), alone or jointly with others, in connection with performing under this Agreement ("Deliverables") will be the sole and exclusive property of the Company. Contractor shall and hereby does irrevocably assign to the Company all right, title and interest in and to the Deliverables and all related intellectual property rights. To the fullest extent permitted by law, all copyrightable aspects of the Deliverables shall be deemed to be a "work made for hire" (as defined in Section 101 of Title 17 of the United States Code). As an exception to this paragraph, however, Contractor or its licensors retain ownership of any content that was developed by Contractor prior to rendering any Services under this Agreement.

If Contractor has any rights in a Deliverable that cannot be assigned to the Company (including any moral rights, such as the right to be named as author, the right to modify, the right to prevent mutilation and the right to prevent commercial exploitation), Contractor hereby unconditionally and irrevocably waives the enforcement of such rights and waives and quitclaims to the Company any and all claims and causes of action of any kind against the Company, its Affiliates, and its licensees (through multiple tiers) with respect to such rights, and agrees, at the Company's request and expense, to consent to and join in any action to enforce such rights.

At the Company's request and expense, during and after the term of this Agreement, Contractor shall assist and cooperate with the Company in all respects and shall execute documents and, subject to the reasonable availability of Contractor, shall give testimony and take such further acts reasonably requested by the Company

to enable the Company to acquire, transfer, maintain, perfect and enforce its intellectual property rights and other legal protections for the Deliverables.

In the event that the Company is unable for any reason, after reasonable effort, to secure Contractor's signature on any document needed in connection with the actions specified herein, Contractor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and on its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further these purposes with the same legal force and effect as if executed by Contractor.

## **CONFIDENTIAL INFORMATION**

"Confidential Information" means information designated as such or that a reasonable person would assume is confidential, but does not include information that: (a) is now or subsequently becomes generally available without violation of this Agreement; (b) Recipient (defined below) rightfully had in its possession prior to disclosure without an obligation of confidentiality; or (c) is independently developed by Recipient without the use of any Confidential Information.

Each party ("Recipient") may only use Confidential Information of the other party ("Discloser") for the purpose of performing services in connection with this Agreement and may not directly or indirectly disclose Confidential Information to any third party without Discloser's prior written consent. Recipient must carefully restrict access to the Confidential Information to its employees or consultants who clearly need such access to perform services in connection with this Agreement and who are bound in writing by obligations of confidentiality at least as restrictive as those in this Agreement.

Recipient may disclose Confidential Information if required by law or legal proceeding only after providing Discloser with sufficient prior notice for Discloser to contest such requirement or to otherwise protect against its disclosure.

## **COMPENSATION**

The Independent Contractor shall be entitled to full compensation for the performance of those tasks, responsibilities and/or duties related to the Scope of Work as follows:

Compensation Terms: Independent Contractor shall furnish, at Independent Contractor's own expense, the materials, equipment, supplies, and other resources necessary to perform the services. Independent Contractor will be paid at an hourly rate. Total Compensation Amount \$42.97 per hour with a 20 hours max weekly.

Said compensation shall become due and payable to the Independent Contractor upon receipt of an invoice by the Company and payable pursuant to the following schedule and method:

Compensation Schedule: every two weeks with the first two-week period ending 10.26.24.

Compensation Method: Auto Deposit.

## **TAX WITHHOLDING**

The Independent Contractor acknowledges and recognized that it shall complete and return to the Company an IRS Form 1099 and related tax statements, and shall be required by law to file corporate and/or individual tax returns, and to pay said taxes pursuant to all provisions of applicable Federal, State and local laws. The Independent Contractor herein pledges and agrees to indemnify the Company for any damages or expenses, including any related attorney's fees, and legal expenses incurred by the Company as a result of Independent Contractor's failure to make such required payments. Upon the Company's reasonable request, the Independent Contractor shall provide proof of required tax payments.

## **BENEFIT RIGHTS WAIVER**

The Independent Contractor herein waives and foregoes any and all right to receive any benefits that may be provided by the Company to its regular employees, including, but not limited to, health benefits, vacation, retirement, profit sharing plans, sick leave, and any 401(k) plans.

## **INDEMNITY**

Independent Contractor will defend, indemnify and hold harmless Company and its subsidiaries, affiliates, officers, agents, partners, and employees from any claim or demand, including reasonable attorneys' fees, arising out of (a) Independent Contractor's gross negligence or willful misconduct; and (b) Independent Contractor's violation of this Agreement.

## **NON-DISPARAGEMENT**

Independent Contractor agrees and covenants that Independent Contractor shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory, disparaging, or maliciously false remarks, comments, or statements concerning the Company or its clients, or any of its employees, officers, or directors now or in the future.

## **NON-DISCLOSURE AND NON-RECRUIT**

### **Representation and Warranties**

The Independent Contractor represents and warrants that Independent Contractor's relationship with the Company will not cause or require that Independent Contractor breach any obligation to the agreement of or confidence related to any confidential, trade secret and/or proprietary information of any other person, company or entity. Furthermore, the Independent Contractor acknowledges that a condition of the relationship is Independent Contractor has not brought and will not bring or use in the performance of Independent Contractor's duties at the premises of the Company, any proprietary or confidential information, whether or not in writing, of a former contracted company without that company's written permission or authorization. The breach of this condition shall result in automatic termination of the relationship as of the time of the occurring breach.

### **Non-Recruit Clause**

The Independent Contractor shall not, throughout the duration of this Agreement and for a period of 6 months immediately following the termination of this Agreement, recruit any of the Company's employees, customers,

clients or management for the purpose of any outside business. Independent Contractor agrees to pay Company 20% of gross revenue received by Independent Contractor that is attributed to any clients that Independent Contractor recruits in violation of this Non-Recruit Clause, for the following five years.

#### **Non-Partnership or Ownership Clause**

Neither the Independent Contractor nor any of Independent Contractor's representatives, agents or principals shall become or be considered an owner partner, joint ventured with or agent of the Company or any of its subsidiaries, affiliates or related companies or businesses by reason of this Agreement or their relationship with the Company unless otherwise declared or stipulated in a separate written agreement that has been signed and dated by all parties. Neither the Company, Independent Contractor nor any representative, agent, principal, officer or anyone who may be retained by the Independent Contractor shall have any authority to bind the other in any respect unless otherwise set forth in a separate written agreement which has been signed and dated by all parties.

#### **MARKETING, ADVERTISING AND PROMOTIONAL MATERIAL**

The Independent Contractor shall, at no time promote or advertise, including such things as conducting marketing surveys, mass marketing, direct mailing programs or use of the internet in such advertising or promotional capacity, any the Company's services and/or products without first obtaining the Company's prior written authorization or consent. The Independent Contractor shall only make use of promotional and informational materials, including, but not limited to, Policy applications, marketing materials, training materials and other Company forms, which have been supplied to the Independent Contractor by the Company or that which has been approved in writing by an authorized agent, representative or official of the Company, collectively known as the "Materials." The Independent Contractor shall use the Materials in compliance and in accordance with the entire Company's Advertising guidelines then currently in effect. Any such Materials made available to the Independent Contractor and approved by the Company shall in no way be reproduced, modified or altered in any respect or manner without first obtaining prior written approval. Any materials created by the Independent Contractor and approved by the Company shall not be modified or altered without the Company's prior written authorization or consent. The Independent Contractor herein allocates and agrees to allocate to the Company the complete and full copyright in any and all materials created or that may be created by the Independent Contractor throughout the course of this Agreement in connection with Independent Contractor's services to the Company, and as such, the Independent Contractor agrees to promptly execute any such document(s), if any, that the Company may request and/or require to confirm the allocation of the copyright or to expedite the registration of the copyright in the Materials anywhere necessary. The Company reserves the right to request from the Independent Contractor, at any time, samples of any Materials which the Independent Contractor may be using to verify compliance with the terms and conditions of this paragraph, and furthermore, the Independent Contractor agrees to provide such samples to the Company within immediately days of the Company's written request.

#### **RETURN OF COMPANY PROPERTY**

Upon the termination of this Agreement, or as per the request of either party, each party shall promptly and immediately deliver to the other party any and all property in its possession or under its care and control belonging to the other party, including but not limited to, propriety information, customer names and lists, trade

secrets, intellectual property, computers, equipment, pass keys, company identification, tools, documents, plans, recordings software, and all related records and/or accounting/financial information.

### **SUSPEND OR ALTER WORK**

The Company reserves the right to inspect, stop and/or alter the work of the Independent Contractor to assure its conformity with this Agreement and the Company's needs.

At any time, the Company may, without cause, order the Independent Contractor, by way providing, prior written notice, to suspend, delay or interrupt work or services pursuant to this Agreement, in whole or in part, for such periods of time as the Company, at its sole discretion, may deem fit or necessary. Any such suspension shall be affected by the delivery of a written notice to the Independent Contractor of said suspension specifying the extent to which the performance of the work or services under this Agreement is suspended, and the date upon which the suspension becomes effective which shall be no less than seven (7) calendar days from the date of the notice of suspension is delivered. The suspension of work and/or services shall be treated as an excusable delay.

### **TERM AND TERMINATION OF AGREEMENT**

This Agreement shall commence on the date set forth above, and shall continue for 6 months, unless earlier terminated by the parties. Any extension will be subject to mutual written agreement.

### **TERMINATION FOR CONVENIENCE**

The Company or Independent Contractor may terminate performance of the Independent Contractor's work and/or services under the Agreement pursuant to this paragraph in whole, or in part, upon ten days' written notice. Termination shall be effected by e-mail, to the address specified below, specifying the extent to which performance of the work and/or services under this Agreement is terminated, and the date of termination.

Except as provided in this Agreement, in no event shall the Company be liable for any costs incurred by or on behalf of the Independent Contractor after the effective date of the notice of termination. The termination pursuant to the provisions contained within this paragraph shall not be construed as a waiver of any right or remedy otherwise available to the Company.

### **PROFESSIONAL CONDUCT**

Independent Contractor agrees to treat all Company employees, customers, clients, business associates and partners and other affiliated with complete respect and responsibility. Independent Contractor represents and warrants that Independent Contractor shall comply with all laws governing their profession, licensing requirements and other laws or regulations that will permit them to complete the Scope of Work.

### **NOTICES**

Any and all notices, which may be required hereunder by any party to the other party, shall be executed by either personal delivery in writing, or by mail, registered or certified, postage pre-paid with a return receipt requested, or to the email specified below. Mailed notices must be addressed to the parties at the addresses herein contained in this Agreement. However, each party may change their address, thus requiring written

notice of such change of address in accordance with this section. Any hand delivered notice shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated after five (5) days of mailing.

#### **LEGAL FEES**

Should any party initiate litigation, arbitration, mediation or any other legal proceeding ("Proceeding") against another party to enforce, interpret or otherwise seek to obtain legal or judicial relief in connection with this Agreement, the prevailing party in said proceeding shall be entitled to recover from the unsuccessful party any and all legal fees, cost expenses, attorney's fees and any other cost or expense and fees arising from (a) such proceeding, whether or not such proceeding progresses to judgment, and (b) any post-judgment or post-award proceeding, including without limitation, one to enforce any judgment or award resulting from any such Proceeding. Any such judgment or award shall contain a specific provision for the recovery of all such attorney's fees, costs and actual attorney's fees.

#### **MEDIATION AND ARBITRATION**

In the event that a controversy should arise between the parties to this Agreement which would involve the construction or application of any of the terms, provisions or conditions of this Agreement, a written request of either party served on the other, shall be submitted first to mediation and if the issue cannot be resolved, it shall then proceed to binding arbitration. Mediation or binding arbitration proceeding shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes, unless said Parties stipulate otherwise, or in such proportions as the arbitrator shall decide, which rules can be found at [https://www.adr.org/sites/default/files/Commercial-Rules\\_Web.pdf](https://www.adr.org/sites/default/files/Commercial-Rules_Web.pdf) and which Independent Contractor and Company acknowledge they have had time to review.

#### **ENTIRE AGREEMENT**

This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, either oral or written, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

#### **MODIFICATIONS**

All parties have the option to modify this Agreement, provided that such modifications are in writing and executed by both parties.

#### **WAIVER**

If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

#### **DRAFTING AMBIGUITIES**

All parties to this Agreement have reviewed and had the opportunity to revise this Agreement, and have had the opportunity to have legal counsel review and/or revise this Agreement. The rule of construction that



ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

#### **JURISDICTION AND VENUE**

This Agreement is to be construed pursuant to the current laws of the State of California, and venue for any claim arising out of this Agreement that are deemed to not be subject to arbitration shall be made in the state or federal courts of Los Angeles, California.

#### **COPIES**

Both the Independent Contractor and the Company hereby acknowledges that they have received a signed copy of this Agreement.

**THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT**, and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

#### **COMPANY**

**Platinum MF LLC dba Verdant Strategies**

*Rachel Wright*  
By: Rachel Wright, CEO

Dated: 10.07.2024

Email for Notices: [tsuarez@verdantstrategies.com](mailto:tsuarez@verdantstrategies.com)

#### **INDEPENDENT CONTRACTOR**

Signed: *Joe*

By: Joseph Powers

Date: 2024-10-15

Email for Notices: [Joe@HempWriter.com](mailto:Joe@HempWriter.com)



# Signature Certificate

Reference number: A8YJ6-DZGAH-RNU8Y-AZQKK

## Signer

**Joseph Powers**

Email: jpowers@verdantstrategies.com

Sent:

15 Oct 2024 20:41:04 UTC

Viewed:

15 Oct 2024 20:43:56 UTC

Signed:

15 Oct 2024 21:56:30 UTC

## Timestamp

## Signature



## Recipient Verification:

✓ Email verified

15 Oct 2024 20:43:56 UTC

IP address: 96.18.109.115

Location: Twin Falls, United States

Document completed by all parties on:

15 Oct 2024 21:56:30 UTC

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