

SATORI CAFÉ VENDOR AGREEMENT

Baker Industries, LLC, doing business as Satori, Marijuana Retail Store, desires to permit Irie Co. "Irie Co.", and only Irie Co., to sell DHHS approved items during the term of this "Agreement". NOW, THEREFORE, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

This agreement (the "Agreement") effective as of _____, 2019 (the "Effective Date") between Baker Industries, LLC, 221 E. 5th Avenue, Anchorage, Alaska 99501 (hereafter "Satori") and Irie Co. to be located in 221 E. 5th Avenue, Anchorage, Alaska 99501 (hereafter "Irie Co.")

WHEREAS, Satori in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, Irie Co. is willing to provide such services in accordance such terms and conditions;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

1. Irie Co., and only Irie Co., shall have the right to sell only the items submitted to and approved by DHHS. Said sales are to occur only within the area designated by Satori and approved by DHHS. At no time will any of Irie Co. staff enter the Retail Marijuana sales floor and will abide by the "No Loitering Policy" Set forth by AMCO Regulation 3 AAC 306.715(c)(2) – '(c) A marijuana establishment shall have policies and procedures that (2) prevent loitering;', and any/all Visitor Policies as per 3 AAC 306.710(c) – '(c) In a restricted access area, a licensee, employee, or agent of the marijuana establishment shall wear a current identification badge bearing the person's photograph. A person under 21 years of age may not enter a restricted access area. Any visitor to the restricted access area must (1) show identification as required in 3 AAC 306.350 to prove that person is 21 years of age or older; (2) obtain a visitor identification badge before entering the restricted access area; and (3) be escorted at all times by a licensee, employee, or agent of the marijuana establishment.'
2. Irie Co. shall sell only the items listed in the DHHS application unless, Irie Co. receives DHHS approval prior to sale of new items.
3. All equipment, supplies, and other items needed for the daily operating requirements are solely the financial responsibility of Irie Co.
4. During the terms of this Agreement it is known that Irie Co. is an independent contractor, and not an employee of Satori, nor are any of Irie Co.'s employees or contract personnel employees of Satori. Irie Co. shall have the right to perform services while in the Café for customers and the sole right to control and direct the means, methods and manner by which the Services required hereunder will be performed, consistent with the terms of this Agreement. Irie Co. shall not be entitled to any fringe benefits, including health insurance, benefits, paid vacation, or other employee benefits provided by Irie Co. to its employees. Irie Co. is responsible for payment of any taxes, withholdings, workers compensation, and any other statutory or contractual obligations of any sort, in connection with services provided hereunder. Irie Co. has no authority to create or assume any obligation on behalf of Satori, or to hold itself out as having such authority.

5. It is understood that during the term of Irie Co.'s agreement, Irie Co. may become privy to information relating to Satori's operations, employees, finances, projects, products and production plans, research and development, system design, software, hardware, technical processes and formulas, source codes, activities, and so on. Such information shall be deemed confidential in every case where either a reasonable person would understand it to be confidential or Satori has identified it as such, unless the information in question (i) was already known to Irie Co. (ii) has become generally known to the public through no fault of Irie Co.'s; or (iii) is required by law to be disclosed (in which case Irie Co. shall provide Satori with a reasonable opportunity to seek a protective order maintaining confidentiality). Irie Co. shall maintain the secrecy of all of Satori's confidential information (including, without limitation, all confidential information that Satori has received or will receive from third parties), using the same care it applies to its own confidential information, and shall make use of such confidential information only to the maximum extent necessary to effect the Agreement. Irie Co. shall not exploit or reveal to any third party any of such information without Satori's express prior written consent. This provision shall apply to all confidential information, whether it was exchanged before or after the date of this Agreement. All confidential information referred to in this Section in whatever form shall at all times remain the property of Satori, and shall, upon written request of Satori, be delivered by Irie Co. to Satori in all tangible forms, or, promptly destroyed by Irie Co. to the extent such delivery is impracticable.
6. During the Term, and subject to the terms and conditions set forth in this provisions, Irie Co. may not release any confidential information regarding Satori in press releases, case studies or any other promotional materials (the "Promotional Materials"), unless, prior to printing, electronic publication, or any other dissemination or display of the Promotional Materials: (i) Irie Co. advises Satori of all uses it plans to make of the Promotional Materials; (ii) Irie Co. submits the Promotional Materials to Satori for review (as Satori needs to ensure that any reference to the Marijuana Retail Store contains proper warning labels as per AMCO Regulations), and (iii) after such review, Irie Co. receives written approval from Satori authorizing it to produce and/or distribute and/or publish the Promotional materials, in compliance with any further limitations that Satori may require. Irie Co. may not use Satori's name, trademarks and logos other than as set forth in, and in accordance with, this Section.
7. This Agreement shall be governed by the laws of the State of Alaska, and any dispute arising hereunder shall be resolved in the courts of the State of Alaska, Municipality of Anchorage.
8. Neither party may transfer or assign this Agreement, in whole or in part, in any manner whatsoever without the prior written consent of the other.
9. In any term or other provision of this Agreement, or any application thereof to any circumstance in invalid, illegal or incapable of being enforced by any rule of law, or public policy in whole or in part, such provisions or applications shall to that extent be severable and shall not effect other provisions or applications of this Agreement.

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10. This Agreement contains a complete statement of all arrangements between the parties relating to its subject matter, supersedes any previous arrangements or understandings, whether written or oral, and may only be changed by a written agreement signed by the parties hereto.

AGREED TO AND ACCEPTED BY:

For Irie Co.:

(Name)

(Signature)

(Date)

For SATORI:

(Name)

(Signature)

(Date)