



October 15, 2021

Ms. Cristina Nutzman
Vice President, Legal, Labor & Employment
Curaleaf, Inc.
344 N Ogden Ave 5th Floor Chicago IL 60607

Re: **Letter of Engagement/Agreement for Professional Consulting Services**

Dear Ms. Nutzman,

Upon execution, this three-page letter will confirm that Curaleaf, Inc., hereinafter, "the client", has retained and engaged the services of ER Experts, Inc., d/b/a Action Resources hereinafter, "Action Resources or the consulting firm", for the purposes of providing employee relations consulting services under the following terms and conditions:

1. The consulting firm shall be paid a daily rate of **\$3,500.00 (Three Thousand Five Hundred Dollars)** for on-site consulting services provided by Arthur Wentworth and a daily rate of **\$ 1,500.00 (One thousand Five Hundred Dollars)** for on-site consulting services provided by Steven Montoya Casillas on behalf of the client. *Off-site office* time shall be billed at the rate of **\$350.00 (Three Hundred Fifty Dollars)** per hour for off-site consulting services provided by Arthur Wentworth and **\$150.00 (One Hundred Fifty Dollars)** per hour respectively for off-site consulting services provided by Steven Montoya Casillas. There shall be no pyramiding of rates on any particular day. To further clarify, on days where on-site as well as off-site work is performed, only the daily rate will apply.
2. The consulting firm shall be paid for all reasonable expenses incurred on the client's behalf including but not limited to airfare, lodging, and car rental expense as well as a meal allowance of \$75.00 per consultant, per day including travel days. Travel time of ½ (One-Half) day shall apply only when required from the consultant's home base to the client's facility and only when it is required to take place on a weekday. Please note that weekend travel time IS NOT subject to this provision.
3. When on-site services are provided. The description for services will be "On-site consulting services". When offsite consulting services are provided and billed by the hour, we will provide you with a detailed description of the work performed.
4. Invoices shall be submitted & paid per Curaleaf's billing practices.
5. The parties reserve the right upon written notice to the other, to withdraw from this agreement at any time.
6. In the event that any dispute arises with respect to any of the terms of this agreement, said dispute shall be submitted to final and binding arbitration, pursuant to the rules of the Clark County Bar Association.

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7. ACH/Direct Deposit is the preferred method of payment for all invoices submitted by the consulting firm. Action Resources' bank information is as follows:

Bank Name: JPMorgan Chase Bank National Association
705 S Green Valley Pkwy
Henderson, NV 89052

Account Name: ER Experts, Inc., d/b/a Action Resources

Account Number: 675356700

Routing Number: 322271627

Recipient's Address: 1000 N Green Valley Pkwy Ste 440-247
Henderson, NV 89074-6172

8. All payments due by the client shall be made payable only to ER Experts, Inc. in the event of a check payment; the check(s) should be mailed to the following address:

**Action Resources
18653 Ventura Blvd. Suite # 168
Tarzana, CA 91356**

9. Client agrees that no representations written or otherwise have been made as to the outcome of the project.

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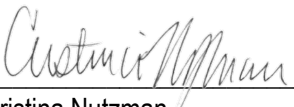
10. Client understands and agrees that the Action Resources' consultants are not qualified to give legal advice and as such cannot be relied upon, or be held responsible for any legal opinion given to the client. In all instances, the client agrees to consult professional legal counsel before acting upon any legal opinion expressed by any Action Resources consultant.

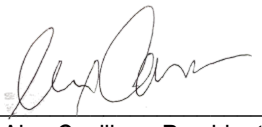
11. If the above terms and conditions of this agreement are satisfactory to you, please evidence your consent by signing and e-mailing this agreement to Mr. Alex Casillas at admin@voteno.com

12. All of Curaleaf's current billing practices not in conflict with this agreement are hereby incorporated into this agreement.

We appreciate the opportunity to work with you in the above project and look forward to a satisfactory outcome.

This three-page agreement is entered into this 2nd day of November 2021.

By:  Title: Vice President, Legal, Labor & Employment
Cristina Nutzman

By: 
Alex Casillas - President
ER Experts, Inc.
d/b/a Action Resources

Curaleaf Billing Guidelines

1. INTRODUCTION

The Curaleaf Holdings Inc. (Curaleaf) Legal Department is charged with the responsibility for providing high-quality, cost-effective legal services to Curaleaf. On all Curaleaf matters assigned by Engagement Letters, external counsel will work based on instructions from and in close consultation with Curaleaf's in-house counsel. The purpose of this document is to clarify the billing process and the billable contents of invoices. Curaleaf expects Law Firms to refrain from billing non-chargeable time or expenses as outlined in these Guidelines. Compliance with this procedure will avoid delays in processing invoices.

These Billing Guidelines are effective as of July 1, 2020 and supersede all prior practices and procedures. Modifications by Curaleaf shall become effective after notification to Law Firm. Deviations from the Guidelines must be expressly approved by the responsible Curaleaf Counsel, in advance.

2. GENERAL

Unless otherwise agreed, (i) Services rendered shall be invoiced on a monthly basis and as soon as possible following the end of the calendar month in which the Services were provided, with a preference for bills to be received within five (5) days following the respective month-end, and (ii) Curaleaf reserves the right to not pay any invoices received for Services older than one-hundred and twenty (120) calendar days after the end of the calendar month in which the Services were provided.

If project names or code names are used for certain projects by Curaleaf, Law Firm will use these project names or code names consistently in the billings. Law Firm will open new matters as appropriate with pre-approval from Curaleaf Counsel and will minimize the use of "general" matters. General or miscellaneous bills shall only be submitted with the approval of Curaleaf Counsel.

2.1 Billing Format

All bills must include the following information to enable proper payment:

- Name of Engagement
- Legal Matter Type
- In-house Counsel Name
- Engagement Reference Number

Each Engagement shall be invoiced on a separate invoice. A recapitulation of the total Services billed, or timekeeper summary, must also be included in Law Firm's invoice for each matter. The recapitulation should list each individual's name, title, hours billed, hourly rate, total fees billed and any discounts that apply. Law Firm invoices shall be issued under the responsibility of Law Firm's Lead Counsel. Issuance of an invoice constitutes a representation by Law Firm's Lead Counsel that such invoice:

- accurately reports the time spent providing services
- accurately and with specificity describes the time spent performing the service

- accurately itemizes expenses incurred and that such expenses were reasonably and necessarily incurred and directly related to matters listed and includes back-up documentation of such expenses, and
- complies with these Guidelines

For services and expenses that require prior approval of Curaleaf Counsel, the counsel approving such services and/or expenses shall be referenced in the line item description of the service and/or expense item.

2.3 Invoice Submission

Law Firm shall submit its invoices as directed by Curaleaf Counsel.

2.4 Cost allocation

In case of more complex Engagements e.g., engagements involving more than one Curaleaf Affiliate or different functions as Tax, Intellectual Property, Employment Law, etc., Curaleaf will agree with Law Firm on an adequate cost allocation formula to achieve a breakdown by legal entity, function or practice area. Law firm shall apply the agreed allocation formula for a corresponding differentiated entry of tasks in Law Firm's records.

2.5 Payment

Invoices will be paid within 60 calendar days after receipt, review and acceptance of an invoice that comports with these Guidelines.

3. STAFFING

3.1 Curaleaf retains a law firm because of a lawyer's expertise with respect to certain legal issues. *Curaleaf will not pay, without prior approval, for additional lawyers, to gain a similar level of expertise.* Proposed staffing of matters will be pre-cleared with the Curaleaf Counsel and will include the proposed billing rate for each assigned staff member.

3.2 Curaleaf will not pay for "getting up to speed" time associated with an intra-firm transfer of the file or in reviewing basic industry practices or fundamental legal concepts.

3.3 Curaleaf will not pay for supervisory review other than by the Lead Counsel or a supervisory lawyer who is specified in the Engagement Letter. The time spent on such review shall be reasonable and Curaleaf will not compensate for time spent reviewing standard or model drafts.

3.4 Any Engagement should be staffed with persons that possess a level of competence and experience relevant to the complexity of the legal matter and the risk exposure. Where appropriate, work should be delegated to attorneys with lower rates and to other personnel who have subject matter expertise and experience appropriate to the task.

3.4.1 Legal assistant or Administrative tasks performed by a lawyer:

Curaleaf will not pay lawyer billing rates for work that can be performed by paraprofessional or administrative staff. Lawyers performing paraprofessional tasks will be compensated at

Law Firm's paraprofessional rate. Administrative work is included in Law Firm overhead and will not be compensated. Examples of para-professional or administrative tasks include:

- Prepare data room (review and sort documents, prepare lists of documents, etc.);
- Scheduling/making arrangements for depositions;
- Maintenance of a calendar or tickler system;
- Perform Uniform Commercial Code (UCC) financing statement searches and other public records searches;
- Draft assignments, bills of sale, closing certificates, consents, deeds, employment agreements and stock certificates;
- Manage assembly and execution of documents at closing/ obtain signatures;
- Prepare closing files and bound volumes;
- Prepare and check simple annexes for agreements (e.g. lists of inventories);
- Prepare and organize exhibits and witness files;
- Prepare, manage, and control documents in eRooms, data rooms and databases (review and sort documents, prepare lists of documents, assemble/compile documents for attorney or client review, redact documents, etc.);
- Coordinate logistics for courtroom and agency proceedings;

3.4.2 Administrative tasks performed by a paraprofessional or lawyer:

Curaleaf will not pay for lawyer or paraprofessional time for tasks that can be performed by a secretary or administrative person. Curaleaf will not pay for individuals who are traditionally construed to be overhead personnel of the firm, including secretaries, file clerks, administrative, computer data entry, messengers, word processors, librarians, law clerks and summer associates as well as other comparable level individuals. Examples of secretarial/administrative tasks (non-compensable):

- Billing or bill auditing tasks;
- Travel arrangements;
- Conflict checks;
- Index and organize file material;
- Tab file material;
- Routine copying, collating, filing, faxing, or binding;
- Date and bates-stamp;
- Create, organize, and index files;
- Inventory documents;
- Telephone calls or correspondence for status to vendors;
- Process vendor bills;
- Word processing, printing.

3.5 Curaleaf will not pay for more than one counsel to participate in a (business) meeting, attend a hearing, deposition, conduct a field investigation or interview, or otherwise handle casework requiring an appearance of counsel unless prior written approval of Curaleaf Counsel has been given for such services .

3.6 Curaleaf will not pay for fees associated with services provided by first year associates on an Engagement unless prior written approval of Curaleaf Counsel has been given for such services.

3.7 Curaleaf will ordinarily not pay for trainees' time.

4. BUDGETS

All matters that involve litigation, regulatory or governmental investigations, corporate transactions, as well as any other engagements in which Curaleaf Counsel believes the matter will require a material investment of time over an extended period, will require a budget from Law Firm. The budget must include an estimate of the probable costs to litigate, resolve or complete the entire engagement to conclusion. Law Firm is to provide a budget for each stage of the matter. Law Firm must secure approval for the budget from Curaleaf Counsel prior to issuing the first month's invoice. If Counsel's opinion regarding the costs for any stage materially change at any point during the matter, Counsel will discuss with the change with Curaleaf counsel, and must include agreed upon revisions in an amended budget. Invoices for services materially in excess of the budget or in the absence of a budget may be rejected.

Each budget and budget update should address the following:

- Legal tasks that counsel will initiate
- Legal tasks that opponents are anticipated to initiate
- Legal tasks that the court or others involved in the case are anticipated to initiate
- Legal tasks relating to case management, reporting and communications
- Legal tasks that carry over from prior timeframes
- Expenses

Once the budget is established, it must be approved by the Curaleaf Counsel. It is up to both Law Firm and Curaleaf counsel to manage legal expenses within the budget. Budgeting is the best method to anticipate the costs of e-discovery. E-discovery vendors should be required to provide a statement of work, (SOW) with estimated time frame, cost, and volume assumptions. A change order is required for any material deviations from the SOW, including cost-overruns greater than 5%.

4. LINE ITEM ENTRY GUIDELINE

4.1 Invoices, based on an hourly rate fee structure, shall individually itemize each task on the bill showing the

- Date of service;
- Time to perform that service or task;
- Initials or name of individual providing the service;
- Hourly rate of title/position (partner, associate, or legal assistant) of individual providing the service;
- Calculation of rate\hours equaling the charge for the individual entry (the hours and charges shall be totaled for all services).

4.2 Each task must be adequately described. The description provided must be specific enough to allow Curaleaf Counsel and a third-party reviewer to understand what task is being performed and the necessity of the task to the progress of the case. Time entries must state the task performed, the purpose of the task, any participants, and the time it took to complete the task, avoiding duplicate entries for a single time entry involving the same activity.

4.3 *Tasks grouped together in a single block of time (no matter how small) (“block billing” or “bundled” entries) will not be approved for payment.* Preparation time and time spent attending meetings, multiple depositions, hearings, etc., are each a separate task and should be separated by an individual time increment. See example below:

Entry

Unacceptable: Review and revise brief in opposition; draft and review email to J. Smith re litigation strategy; draft correspondence to opposing counsel; legal research re reply brief 6.5

Acceptable: Review and Revise brief in opposition (2.0); draft and review email to J. Smith re litigation strategy (.1); draft correspondence to opposing counsel (.1); legal research re reply brief (4.3) 6.5

4.4 Vague entries are not acceptable, descriptions must be specific.

Each entry shall stand on its own. For example, “telephone conversations” and “review of correspondence” shall list the identity of the other party and the purpose of the call or letter. “Preparation” shall state what was prepared. A document prepared or reviewed shall be identified so that a person unfamiliar with the matter can find the document. Do not use uncommon or internal acronyms or initials without explanation.

Examples of vague entries that are unacceptable, without more:

- “Work on”: “Work on” is a vague term – specify the actual tasks performed.
- “Research” performed: Specify what issue was researched and for what purpose
- “Conference” and “Meeting”: Specify the participants in the conference/meeting, the purpose or issue, etc.
- “Telephone call”: Specify the name of party or parties to the call, the issue(s) or subject matter(s) discussed
- “Attend to file,” “Attend to Matter” and “Review File”: these descriptions alone do not warrant billable activity and should not be used
- “Review discovery”: specify the documents reviewed and for what purpose
- “Receipt of pleadings,” “Receipt of motion” and similar: these descriptions alone do not warrant billable activity and should not be used
- “Review correspondence” and “Prepare Correspondence”: specify the correspondence, from/to whom and the subject-matter

4.5 Time Charges: Law Firm shall bill actual and reasonable time in six-minute increments to the nearest 0.10 of an hour.

4.6 Immediately following the listing of hours and fees and their totals for each matter, the related costs and expenses for that case shall be presented with individual entries dated, charges shown and any necessary itemization required to describe a particular cost and expense. The charges shall be totaled for all costs and expenses.

5. LEGAL RESEARCH

Curaleaf expects Law Firm to be generally familiar with applicable substantive and procedural law; counsel should not charge and Curaleaf will not pay for time spent acquiring basic knowledge of applicable law or procedural matters. Any legal research project must be approved by Curaleaf Counsel. Curaleaf may request Law Firm to provide copies of completed work product. Any fees charged by electronic or other research services, e.g. LexisNexis, Westlaw charges and fees, library fees or online connection charges, are considered general law firm overhead and are not reimbursable or chargeable to Curaleaf.

6. EXPENSES AND OTHER DISBURSEMENTS

6.1 All general business overhead expenses, which are not expressly approved by Curaleaf Counsel in advance as being billable, shall not be separately paid for or reimbursed by Curaleaf. Curaleaf deems the following type of expenses to be general business overhead and to be included in hourly rates:

- Telephone charges: any kind of telephone charges (including long distance, cellular phone calls, telephone calls from an airplane, telephone, or videoconference charges);
- Postage, express mail, messenger services and courier services;
- Telecopy and facsimile;
- Meals, unless a particular meal is necessitated by travel for Curaleaf business and is reasonable in cost – ‘overtime meals’ are not reimbursable;
- Local/Overtime transportation for attorneys/staff
- The excess cost of first class/ business class air fares versus economy/coach fares
- Photocopies: Curaleaf will not pay for in-firm photocopying. In case of an exception approved by the Curaleaf Counsel, the invoice must show the number of copies made. If the nature of a photocopying project makes an external copying service more economical and confidentiality is not an issue, Curaleaf expects the Law Firm to make those arrangements.
- Client will pay for reasonable charges for approved Third party expenses: Curaleaf will reimburse expenses paid to necessary third parties such as consultants, expert witnesses, and court reporters approved by the Curaleaf Counsel. Law Firm shall ensure that there is no conflict between any third party and Curaleaf. Lead Counsel shall also acquaint any third party with the Curaleaf Law Firm Guidelines;

- Translations services: Curaleaf will reimburse for translation services only at the pre-agreed rates.

6.2 For billable cost-effective expenses actually incurred on Curaleaf's behalf, Curaleaf requires identification by date incurred the timekeeper responsible, and category. Each expense item must be sufficiently detailed to enable Curaleaf to determine the exact nature, purpose, and necessity of each expense. All routine expenses should be paid directly by the firm and billed to Curaleaf as disbursements. Any single disbursement in excess of \$1,000.00 (other than coach/airfare) such as extensive microfilming or document retrieval requires prior written approval by Curaleaf Counsel. Law Firm shall state the approving person in the bill entry and attach the appropriate receipt.

7. THIRD PARTY SERVICES

The fee and disbursement policies as outlined in these Guidelines shall be followed by third parties. It is Law Firm's responsibility to confirm that all third-party billings follow these Guidelines. When appropriate, please distribute and/or review these Guidelines with third-party vendors. Invoices from third-party vendors should be paid directly by Curaleaf's Law Firm, incorporated into such Law Firm's invoice to Curaleaf and should include the appropriate detail and disbursement codes. Copies of third-party invoices may be requested by Curaleaf. There may be times when it would be more appropriate for Curaleaf to pay a third-party vendor directly. If a single invoice from a third-party vendor is more than 4,500 (Four Thousand, Five Hundred) Euros law firm may choose to request an exception to the general rule described herein and ask Curaleaf to pay the invoice directly. This is not Curaleaf's preferred method for dealing with third party invoices and should be requested only sparingly.

8. TRAVEL

8.1 Alternatives to travel such as conference calls or video conferencing should be used whenever possible. Travel time alone is not billable. Time spent doing Curaleaf legal work will be reimbursed according to the terms and conditions of this Agreement.

8.2 Reimbursement of Out of Pocket Travel Costs. Travel with anticipated expenses exceeding \$1,000.00 (including airfare) shall be budgeted and approved in advance by Curaleaf Counsel and comply with the following guidelines:

- Curaleaf will reimburse travel expenses, upon receipt of a properly itemized invoice for lodging and transportation, taking advantage of discounts, if any, available to Curaleaf.
- Curaleaf will only reimburse for economy/coach airfare. Auto mileage will be reimbursed according to the existing local rates for mileage as stipulated by applicable tax law. Law Firm shall state the number of miles, rate per mile, purpose of travel, and the location in the bill entry.
- Local automobile travel (less than 30 miles one way) will not be reimbursed by Curaleaf.
- Charges of a personal nature (such as mini bar, in room movies, newspapers, dry cleaning, and shoeshines) will not be reimbursed.

9. NON-WAIVER AND AUDIT RIGHTS

Payment of any invoice by Curaleaf or a Curaleaf Affiliate or the acceptance of any non-conforming invoice does not constitute a waiver by Curaleaf or a Curaleaf Affiliate of its right to subsequently dispute invoices previously paid or insist on strict compliance with the Guidelines. Bills for legal services may be reviewed either electronically or by third party review service providers. At its discretion, Curaleaf or a Curaleaf Affiliate may conduct more detailed audits of the Law Firm's invoices in Curaleaf engagements. Therefore, Curaleaf or a Curaleaf Affiliate retains the right to audit all bills, files and supporting documentation and to contact firm personnel concerning any filing. To enable Curaleaf or a Curaleaf Affiliate to conduct such audit, Law Firm shall provide all data, documents, reports supporting the billing etc. as reasonably requested by Curaleaf or a Curaleaf Affiliate. Law Firm is obliged to retain respective back-up documentation for at least six years.