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**AGENT AGREEMENT**

October 17, 2019

**between**

Hemp Logic**, LLC**

**and**

Larry Klunk

Hemp Logic, LLC

AGENT AGREEMENT

This is an Agent Agreement (the "Agreement") dated as of October 17, 2019, between Hemp Logic, LLC **("**Hemp Logic**"),** a Texas limited liability company, and Larry Klunk (the "Agent"), a (state type of entity and state).

***WHEREAS***, Hemp Logic and the Agent wish to enter into an Agent Agreement pursuant to which the Agent will be authorized to market Hemp Logic's products;

***NOW, THEREFORE***, in consideration of the mutual covenants and agreements contained herein, Hemp Logic and the Agent agree as follows:

**Article 1**

**Definitions**

1.1 "***Agent's Accounts***" shall mean the accounts of those End Users whose business with Hemp Logic was procured through the efforts of the Agent or any of the Agent’s Subagents or employees.

1.2 "***End User***" shall mean any person or entity which retails products provided by or through Hemp Logic.

* 1. ***"Effective Date"*** shall mean the date set forth in the preamble hereto as the date of this Agreement.

1.4 ***"Monthly Revenue"*** shall mean all revenue subject to commissions payable by Hemp Logic for a monthly billing cycle with respect to the Agent's Accounts (excluding taxes and shipping).

1.5 "***Promotional Materials***" shall mean brochures, sales literature, websites, and such other materials used for marketing Hemp Logic's products as provided to the Agent by Hemp Logic or provided by the Agent and approved by Hemp Logic for use.

1.6 "***Regulatory Approvals***" shall mean any and all certifications, permits, licenses, approvals or consents as may be required at any time by any Federal, State, or local regulatory authority.

1.7 **"*Subagent*"** shall mean any person or entity who sells Hemp Logics products on behalf of the Agent.

1.8 **"**Hemp Logic's products**"** shall mean CBD, flower, hemp squares, tinctures, vapor cartridges, and other related or similar products as Hemp Logic may choose to make available to End Users from time to time.

**article 2**

**Grant of Authority**

Except as restricted by this Agreement, the policies and procedures issued from time to time by Hemp Logic and limitations imposed by the Regulatory Approvals, Agent shall be authorized on a non-exclusive basis to market Hemp Logics products to all persons and entities in the United States. The Agent agrees to use reasonable efforts to market and sell Hemp Logic's products under this Agreement. The Agent shall be bound by and shall comply with the written policies and procedures issued by Hemp Logic from time to time.

# Article 3

# Commissions

3.1 The rate schedules along with the commissions payable to the Agent are set forth in Hemp Logic's Rate and Margin Manual located on the Agent website which may be amended from time to time by Hemp Logic to reflect changes in costs and competitive pressures in the marketplace.

3.2 All commission payable to the Agent for Monthly Revenue generated after the Effective Date shall be paid as follows:

1. 80% on or about the 20th day of the month following the month such Monthly

Revenue was generated; and

(b) 20% on or about thirty (30) days thereafter.

3.3 Agent must provide Hemp Logic with written notice of dispute regarding the amount of any payment (or lack thereof) made to Agent under this Agreement. Such written notice must be provided within ninety (90) days of the date Hemp Logic made the payment, or the payment should have been paid. The notice must include the supporting documentation evidencing the discrepancy. If the Agent does not provide the written notice described herein, including the supporting documentation, within the ninety (90) day period, the Agent hereby waives any and all claims against Hemp Logic for payments due under this Agreement and releases Hemp Logic from any liability relating to such commission or lack thereof.

3.4 Hemp Logic may add, change, limit, modify or cancel procedures or requirements from time-to-time upon notice to Agent and thereby affect commissions paid to Agent. Procedures or requirements may also be altered in order to comply with or accommodate the effect of any change in industry standards, or any legislative, judicial or regulatory ruling, order or mandate.

3.5 If an Agent’s Account submits an order for Hemp Logic's products, and the Agent is not actively involved and responsible for selling the Hemp Logic product and obtaining all the necessary paperwork, then Hemp Logic may, at its sole discretion, determine that the Agent is not entitled to any commissions or compensation for such order.

3.6 The following policies and procedures shall apply to the Agent’s Accounts which are delinquent in payment:

(a) Any of the Agent's Accounts (excluding accounts or rate plans for which the Agent and Hemp Logic have agreed to a separate bad debt policy) which are billed by Hemp Logic and which invoices are not paid by their due date for any reason (including, but not limited to, loss or theft of a calling card or misuse or abuse of services) may be considered overdue by Hemp Logic and assigned to a collection status.

(b) If an Agent’s Account is in collection status for 90 days or more (a “Bad Debt Account”), and the Account is disconnected for non-payment, Hemp Logic may deduct from the amounts payable to the Agent an amount equal to ten percent (10%) (the “Bad Debt Percentage”) of the outstanding aggregate balance of the Bad Debt Account for the four-month billing period commencing with the month for which the account was assigned collection status. The aggregate balance determined to be the Bad Debt amount is the summation of the first four past due invoices, less any payments and/or credits applied which affect the four invoices in question.

(c) Depending upon future variance of market conditions, the Bad Debt Percentage may be adjusted in Hemp Logic’s discretion from time to time so that Hemp Logic achieves its intended goal of approximating the chargeback to the Agent of the amount of commissions previously paid by Hemp Logic on the outstanding balance of the Bad Debt Account.

(d) If any amount from a Bad Debt Account is subsequently collected by Hemp Logic following a deduction from the amounts payable to the Agent, the Agent will not be entitled to any recovery. Hemp Logic may provide a different bad debt policy than that which is set forth herein for certain products and services. If a different bad debt policy applies to a particular product or service, it will be outlined in Hemp Logic's Rate and Margin Manual.

**Article 4**

**Relationship of the Parties**

The Agent is an independent contractor and not an employee, franchisee, partner or co-venturer of or with Hemp Logic. The Agent is solely responsible for its own business expenses, including, without limitation, all federal, state and local payroll taxes for itself and its employees. **The Agent shall not represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of or on behalf of Hemp Logic, or to otherwise bind Hemp Logic.** Agent shall have no title or interest in or to the Agent's Accounts; such accounts are the exclusive property of Hemp Logic.

**Article 5**

**Confidentiality**

The terms and conditions of this Agreement, and all non-public information regarding the business of Hemp Logic or the Agent is confidential (the "Confidential Information"). Without the prior written consent of the other, neither Hemp Logic nor the Agent shall disclose to any other person or entity any Confidential Information of the other unless pursuant to obtaining or maintaining any Regulatory Approval or unless other­wise required by law or a court of competent jurisdiction. The provisions of this Article 5 shall remain in full force and effect after expiration or termination of this Agreement. Notwithstanding paragraph 9.3, a violation of the foregoing provision by any party or its agents shall entitle the other party to injunctive relief for specific performance of the obligations described in this Article 5 without a showing of irreparable harm or injury and without bond.

**Article 6**

**Term and Termination of Agreement**

6.1 This Agreement shall be for an initial term of five years commencing on the Effective Date of this Agreement. This Agreement will be renewed without further action for successive terms of two (2) years unless the Agent notifies Hemp Logic in writing, not less than sixty (60) days prior to the end of any term, that the Agreement will not be renewed.

6.2 Notwithstanding paragraph 6.1, Hemp Logic may immediately terminate this Agreement at any time, by written notice to the Agent, upon the occurrence of any of the following:

1. The impending instigation of any action, suit or proceeding, or the actual adoption or issuance of any law, regulation, ruling or determination, including but not limited to any regulation, ruling or determination of the Federal or any local or other state regulatory agency, which has a substantial likelihood of materially and adversely affecting the business of Hemp Logic or the ability of Hemp Logic to render all or a material part of the Hemp Logic's products.

(b) The willful misconduct or gross negligence of the Agent which adversely affects

the business or goodwill of Hemp Logic or the Agent.

(c) Any material breach of this Agreement by the Agent and the failure by the Agent to cure such breach within thirty (30) days of written notice thereof from Hemp Logic.

1. The failure of the Agent or any Subagent, employee, representative, director, officer, shareholder, employee or salesperson of Agent to comply with the policies and procedures of Hemp Logic in effect from time to time including, without limitation, those regarding telemarketing, letters of agency and the prevention of unauthorized sales of Hemp Logic's products.

1. The failure of the Agent’s Accounts to aggregate $3,000.00 in Monthly Revenue any

time after the sixth (6th) full month of the term of this Agreement.

(f) The failure of the Agent to aggregate $6,000 in Monthly Revenue any time after

the twelfth (12th) full month of the term of this Agreement.

(g) The failure of the Agent to submit new orders (excluding re-terms) for

Hemp Logic's products that result in the aggregate in $3,000.00 in

Monthly Revenue in each and every subsequent year following the first twelve

(12) Months of the Agreement, and to continue to maintain a minimum of

$6,000.00 in total Monthly Revenue.

(h) The insolvency or dissolution of the Agent.

(i) The discontinuance of business by Hemp Logic.

6.3 Upon any expiration or termination of this Agreement, the Agent shall immediately return to Hemp Logic any and all manuals, reference information, policies and procedures, rate and commission plans and similar information and documents and all copies of any Hemp Logic software furnished to Agent.

6.4 The Agent shall receive commissions during the term of this Agreement and for a period of one (1) year from the expiration or termination of this Agreement unless the Agent was terminated pursuant to Article 6.2 of this Agreement, in which case, Agent's right to commissions terminates immediately upon written notice from Hemp Logic.

**Article 7**

**Covenants**

7.1 The Agent agrees that during the Term and for a period of one (1) year from the date of expiration or termination of this Agreement for any reason, neither the Agent, nor any Subagent, representative, director, officer, manager, employee, member, shareholder or salesperson of the Agent, shall market, sell or offer to sell to any of the Agent's Accounts, or any other Hemp Logic End User, any products or services that are competitive with any product or service offered by Hemp Logic at the time of such expiration or termination. Nothing in this paragraph shall prohibit the Agent from offering any person or entity other than a Hemp Logic End User, products or services that are competitive with any product or service offered by Hemp Logic.

7.2 The Agent shall, upon the written request of Hemp Logic, obtain written agreements from all of its Subagents, directors, officers, managers, shareholders, members, representatives, employees, and salespersons binding them to the covenant set forth in paragraph 7.1. All such agreements shall name Hemp Logic as a third party beneficiary. Upon the request of Hemp Logic, the Agent shall provide Hemp Logic with executed originals of all such agreements. Until such executed originals have been received by Hemp Logic, commissions owed to such Agent may be withheld by Hemp Logic.

7.3 In performing this Agreement, the Agent will observe the highest standard of integrity and fair dealing and the Agent will do nothing to discredit, dishonor, reflect adversely upon or in any manner injure the reputation or business of Hemp Logic.

**Article 8**

# Warranties and Liabilities

8.1 Hemp Logic warrants that its provision of wholesale products will be in accordance with prevailing standards in the products industry, and Hemp Logic will use reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors with respect to any part of such services.

8.2 THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF ANY DEFECT WHATSOEVER IN THE HEMP LOGIC PRODUCT, NEITHER HEMP LOGIC NOR ANY THIRD-PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF ANY PART OF SUCH SERVICES SHALL BE LIABLE TO THE AGENT OR ANY HEMP LOGIC END USER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

8.3 The liability of Hemp Logic to Agent under this agreement is limited to the obligation to pay commissions as described herein.

**Article 9**

**Miscellaneous**

9.1 If any part of this Agreement is held by any court or administrative agency to be prohibited by any law, regulation or rule applicable to this Agreement, the rights and obliga­tions of the parties shall be construed and enforced to the great­est extent allowed by law, or if such part is totally unenforceable, as if this Agree­ment did not contain that particular part.

9.2 This Agreement shall in all re­spects be governed by and construed in accordance with the internal laws of the State of Texas, without reference to the conflicts of laws.

9.3 This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to principles of conflicts of laws. All disputes and claims relating to Hemp Logic, the Agent Agreement, the Hemp Logic Marketing and Compensation Plan or its products and services, the rights and obligations of the Agent and Hemp Logic, or any other claims or causes of action relating to the performance of either the Agent or Hemp Logic under the Agreement or the Agent’s Policies and Procedures shall be settled totally and finally by individual arbitration between the Hemp Logic and the Agent, in Houston, TX or such other location as Hemp Logic prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in this Agreement or the Policies and Procedures shall prevent Hemp Logic from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Hemp Logic’s interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

9.4 Each party shall indemnify (the "Indemnifying Party"), defend and hold the other party and all its officers, directors, managers, shareholders, members, employees, salespersons, representatives and agents harmless (the “Indemnified Party”) from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including without limitation attorney’s fees and disbursements, penalties and interest) which may at any time be suffered or incurred by or be asserted against the Indemnified Party, on account of or in connection with: (i) any default by or breach of an Indemnifying Party under this Agreement, (ii) any negligent acts or omissions of an Indemnifying Party or its officers, directors, managers, shareholders, members, employees, salespersons, representatives or agents related to this Agreement, or (iii) the marketing, advertising, sales and promotional activities of an Indemnifying Party or any of its officers, directors, managers, shareholders, members, employees, salespersons, representatives or agents of Hemp Logic's products (other than strictly in accordance with Hemp Logic’s policies and procedures).

9.5 Notwithstanding any other provision of this Agreement, Hemp Logic may, at its option, set-off from any commissions or other amounts due to the Agent any amounts due from the Agent to Hemp Logic.

9.6 Subject to the prior written consent of Hemp Logic, which consent shall not be unreasonably withheld, the Agent may transfer and assign all of its rights and obligations under this Agreement to any other person or entity. In the event of an assignment, the Agent's transferee shall be subject to all of the terms and conditions applicable to the Agent under this Agreement, and all of Hemp Logic's rights with respect to Agent's Accounts shall be unaffected thereby. Hemp Logic may assign its rights under this Agreement at any time without the prior consent of any Agent.

9.7 Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to Agent at its address shown on Hemp Logic's records and to Hemp Logic at the address of its principal corporate offices (Attention: Legal Department), or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.

9.8 This Agreement, together with any policies and procedures issued by Hemp Logic from time to time, shall constitute the entire agreement of the parties and supersedes all prior understandings with respect to the subject matter hereof. No change, modi­fication, addition or amendment of this Agree­ment shall be enforce­able unless in writing and signed by the party against whom enforcement is sought. Hemp Logic maintains the right to modify its policies and procedures on an as needed basis and without the prior consent or approval of the Agent.

***IN WITNESS WHEREOF***, the parties hereto have executed and delivered this Agreement as of the date set forth in the preamble, but actually on the dates set forth below.

**Hemp Logic, LLC**  Larry Klunk

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name:

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:

Date: Date:

THE CONTRACT WILL BE VOID

IF NOT EXECUTED AND RETURNED BY October 24, 2019.

**HEMP LOGIC, LLC**

**AGENT POLICIES AND PROCEDURES**

This document sets forth policies and procedures applicable to Hemp Logic Agents. Capitalized terms used herein but not defined shall have the meaning set forth in your Agent Agreement with Hemp Logic. These policies and procedures may be amended, supplemented and superseded by subsequent writings from Hemp Logic and are effective upon written notice to you by Hemp Logic.

**ARTICLE 1**

**Limitations on Agent's Authority**

1.1 The Agent shall not market Hemp Logic's products to any person or entity which he knows or discovers is an End User and is not then one of the Agent's Accounts.

1.2 The Agent shall market Hemp Logic's products in accordance with the scheduled rates, policies, restrictions and conditions prescribed by Hemp Logic. Applications for service for Hemp Logic's products (“Service Applications”) shall be submitted in the form and with the information required by Hemp Logic. The Agent shall make no representations and give no guarantees or warranties with respect to the Hemp Logic's products, except as expressly authorized in writing by Hemp Logic.

1.3 Hemp Logic shall have the sole authority to accept or reject all Service Applications from End Users. Hemp Logic shall promptly notify the Agent of the rejection of any Service Application. Hemp Logic reserves the right to terminate service to any person or entity if Hemp Logic determines such service is not in the best interests of Hemp Logic. The Agent shall not modify the standard terms of any Hemp Logic service agreement.

1.4 The Agent shall promptly forward to Hemp Logic all Applications for Service obtained from any prospective End User for processing.

**ARTICLE 2**

**Support Services**

2.1 The Agent, or persons designated by the Agent, shall be entitled to receive or participate in such sales training programs as Hemp Logic may elect to provide its agents from time to time at such location(s) as may be designated by Hemp Logic. The Agent shall be responsible for all travel and lodging expenses associated with the attendance of the Agent or its designees at any such training programs. Nothing contained herein shall obligate the Agent to attend any such training programs.

2.2 From time to time Hemp Logic may provide copies of Promotional Materials produced by Hemp Logic to be used by the Agent to solicit accounts. Additional copies of Promotional Materials will be provided to the Agent at Hemp Logic's cost. All Promotional Materials prepared by the Agent shall be submitted to Hemp Logic for authorization prior to use. The Agent shall not use and shall discontinue the use of any Promotional Materials which Hemp Logic determines are inaccurate or out-of-date, in poor taste or that are inconsistent with any regional or system wide promotion campaign of Hemp Logic. Nothing contained herein shall obligate the Agent to purchase Promotional Materials from Hemp Logic.

2.3 Hemp Logic shall provide access to the Hemp Logic Portal Plus to each Agent. The Agent acknowledges that the Hemp Logic Portal Plus is proprietary software of Hemp Logic, and the Agent's use thereof shall be limited to the term of, and for the purposes of, this Agreement.

2.4 The Agent understands that Hemp Logic communicates with its Agents through the Agent Communications Website, and that in order for the Agent to receive the most up to date information about products, services and other matters, the Agent should have access to the Internet.

2.5 The Agent understands that the Hemp Logic online tool is proprietary software designed for Hemp Logic Agents and shall be used by the Agent to obtain customer quotes for applicable new business opportunities.

2.6 The Agent's Accounts will be billed monthly for service plus any applicable charges, interest, taxes or fees by Hemp Logic or third-party vendors with whom Hemp Logic has contracted.

**ARTICLE 3**

**Service Rates; Commissions**

3.1 Hemp Logic will provide the Agent with schedules of rates, fees and surcharges which the Agent shall offer to end users in connection with the sale of Hemp Logic's products (the "Service Rates"). Effective as of the date indicated by Hemp Logic, Hemp Logic may adjust its rates from time to time based on changes in cost, competitive pressures in the marketplace and other similar costs and expenses. Where more than one "plan" or price is specified for any service, the Agent may choose the plan or price to offer prospective End Users. Hemp Logic reserves the right in appropriate circumstances to move an account from one plan or program to another based on competitive pressures, volume, services provided and other similar criteria.

3.2 Hemp Logic shall provide the Agent with monthly remittance reports containing itemized information with respect to the Agent's Accounts, including a calculation of the commission payment due the Agent for the reported month.

**ARTICLE 4**

**Use of Marks**

Without the prior written consent of Hemp Logic, the Agent shall not use, or authorize or permit any of its agents or representatives to use the name "Hemp Logic, LLC" or "Hemp Logic" or any other trademark or service mark owned by or licensed to Hemp Logic for any purpose, except on authorized Promotional Materials. The Agent also cannot use the trademark or service mark owned by or licensed to any of Hemp Logic’s underlying carrier(s) without their express, written consent.

**ARTICLE 5**

# Force Majeure

5.1 If Hemp Logic's performance is prevented in whole or in part by causes beyond Hemp Logic's reasonable control, including but not limited to the "Causes" identified in paragraph 5.2 below, then Hemp Logic shall be excused from such performance on a day-to-day basis to the extent of such prevention, and the Agent shall likewise be excused from performance of its obligations on a day-to-day basis to the extent the Agent's obligations relate to the performance so prevented.

5.2 The "Causes" shall include any acts of God, acts of terrorism, fire, explosion, vandalism, cable cut, storm or other similar occurrence; any law, order, regulation, direction, action or request of the United States government or of any governmental department (including state and local governments or any government agency, commission, court, bureau, corporation or other instrumentality of any one or more of the foregoing) or of any civil or military authority; any national emergency, insurrection, riot, war, strike, lockout, work stoppage or other labor difficulty; or any supplier failure, shortage, breach or delay.

5.3 Hemp Logic and the Agent shall use their best efforts to avoid, remove or terminate such Causes of nonperformance and both parties shall proceed to perform with dispatch whenever such Causes are removed or cease.