Name of New Subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ADDRESS LINE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ADDRESS LINE 2] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[DATE] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear [INDEPENDENT CONTRACTOR NAME] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This letter agreement (this "**Agreement**") sets forth the terms and conditions whereby you agree to provide certain services (as described on Schedule 1) to Syndiko's Investments LLC dba Compassionate Certification Centers, a Delaware limited liability company (the "**Company**") at the Company’s offices located at [ENTER ADDRESS OF CCC FACILITY WHERE PHYSICIAN WILL WORK][ENTER ANY ADDITIONAL CCC FACILITY ADDRESSES WHERE PHYSICIANS WILL WORK] (the “**Premises**”).

1. SERVICES.
	1. The Company hereby engages you, and you hereby accept such engagement, as an independent contractor to provide certain services to the Company on the terms and conditions set forth in this Agreement.
	2. You shall provide to the Company the services set forth on Schedule 1 (the "**Services**").
	3. The Company shall not control the manner or means by which you perform the Services.
	4. Unless otherwise set forth in Schedule 1, you shall furnish, at your own expense, the equipment, supplies and other materials used to perform the Services. The Company shall provide you with access to its Premises and equipment to the extent necessary for the performance of the Services.
	5. To the extent you perform any Services on the Company's Premises or using the Company's equipment, you shall comply with all applicable policies of the Company relating to business and office conduct, health and safety and use of the Company’s facilities, supplies, information technology, equipment, networks and other resources.
2. TERM. The term of this Agreement shall commence on [DATE] and shall continue for a period of one year unless earlier terminated in accordance with ***Section* 9** (the **Term**). Any extension of the term will be subject to mutual written agreement between the parties.
3. FEES AND EXPENSES.
	1. As full compensation for the Services and the rights granted to the Company in this Agreement, the Company shall pay you a fixed fee of $[AMOUNT] (the "**Fees**"), payable on the dates set forth on Schedule 1. You acknowledge that you will receive an IRS Form 1099-MISC from the Company, and that you shall be solely responsible for all federal, state and local taxes, as set out in ***Section*** [4.2](#a731940).
	2. All Fees earned in accordance with ***Section* 3.1** above, shall be tracked through the Company’s payroll service and paid in accordance with Schedule 1.
	3. You are solely responsible for any travel or other costs or expenses incurred by you in connection with the performance of the Services, and in no event shall the Company reimburse you for any such costs or expenses.
4. RELATIONSHIP OF THE PARTIES.
	1. You are an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between you and the Company for any purpose. You have no authority (and shall not hold yourself out as having authority) to bind the Company and you shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.
	2. Without limiting ***Section*** [4.1](#a814800), you will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on your behalf. You shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by you in connection with the performance of the Services shall be your employees or contractors and you shall be fully responsible for them and indemnify the Company against any claims made by or on behalf of any such employee or contractors.
5. CONFIDENTIALITY.
	1. You acknowledge that you will have access to information that is treated as confidential and proprietary by the Company, including, without limitation, the existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, patients, pricing, marketing, finances, sourcing, personnel, industry contacts of the Company, its affiliates or their suppliers or patients, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the "**Confidential Information**"). You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify the Company immediately in the event you become aware of any loss or disclosure of any Confidential Information.
	2. Confidential Information shall not include information that:
		1. is or becomes generally available to the public other than through your breach of this Agreement; or
		2. is communicated to you by a third party that had no confidentiality obligations with respect to such information.
	3. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. You agree to provide written notice of any such order to an authorized officer of the Company within twenty-four (24) hours of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company's sole discretion.
6. REPRESENTATIONS AND WARRANTIES.
	1. You represent and warrant to the Company that:
		1. you have the appropriate licensing requirements to practice medicine in the Commonwealth of Pennsylvania and you are registered as a physician with the Office of Medical Marijuana of the Pennsylvania Department of State;
		2. you have the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of your obligations in this Agreement;
		3. your entering into this Agreement with the Company and your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;
		4. you have the required skill, experience and qualifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
		5. you shall perform the Services in compliance with all applicable state and local laws and regulations;
	2. The Company hereby represents and warrants to you that:
		1. it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
		2. the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.
7. INDEMNIFICATION.
	1. You shall defend, indemnify and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:
		1. bodily injury, death of any person or damage to real or tangible, personal property resulting from your acts or omissions; and
		2. your breach of any representation, warranty or obligation under this Agreement.
	2. The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.
8. INSURANCE. During the Term, you shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to the Company, with policy limits sufficient to protect and indemnify the Company and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from your conduct, acts, or omissions. The Company shall be listed as additional insured under such policy, and you shall forward a certificate of insurance verifying such insurance upon the Company's written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30 day notification period and that the Company will be immediately notified in writing of any such notice of termination.
9. TERMINATION.
	1. The Company may terminate this Agreement without cause upon 30 days' written notice to you. In the event of termination pursuant to this clause, the Company shall pay you on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination.
	2. The Company may terminate this Agreement, effective immediately upon written notice to you, in the event that you breach this Agreement.
	3. Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, you shall within five (5) days after such expiration or termination:
		1. deliver to the Company all hardware, software, tools, equipment or other materials provided for your use by the Company;
		2. deliver to the Company all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;
		3. permanently erase all of the Confidential Information from your personal computer systems and other electronic devices; and
		4. certify in writing to the Company that you have complied with the requirements of this clause.
	4. The terms and conditions of this clause and ***Section*** [4](#a206613), ***Section*** [5](#bookmark), ***Section*** [6](#a382379), ***Section*** [7](#a486257), ***Section 8*** 10, ***Section*** 11, ***Section*** 12, ***Section*** 13 and ***Section*** 14 shall survive the expiration or termination of this Agreement.
10. OTHER BUSINESS ACTIVITIES; NON-COMPETITION. You may be engaged or employed in any other business, trade, profession or other activity which does not place you in a conflict of interest with the Company; provided, that, during the Term of this Agreement and for a period of one year from the end of the Term, you shall not be engaged in any business activities that do or may compete with the business of the Company within 120 mile radius of (i) any locations of the Company or (ii) any physician office affiliated with the Company, without the Company's prior written consent to be given or withheld in its sole discretion.
11. NON-SOLICITATION. You agree that during the Term of this Agreement and for a period of 24 months following the termination or expiration of this Agreement, you shall not make any solicitation to employ the Company's personnel without written consent of the Company to be given or withheld in the Company's sole discretion.
12. No License. You understand that this Agreement does not, and shall not be construed to, grant you any license or right of any nature with respect to any Confidential Information, materials, software, or other tools made available to you by the Company.
13. ASSIGNMENT. You shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Company's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and assigns.
14. MISCELLANEOUS.
	1. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.
	2. This Agreement, together with any other documents incorporated herein by reference, including but not limited to any background check, W-9, permission to be photographed and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
	3. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
	4. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the state courts located in the Allegheny County of Pennsylvania in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.
	5. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
	6. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

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| --- | --- |
| **Syndiko's Investments LLC****dba Compassionate Certification** **Centers** BY:..................................................Name:Title: | **ACCEPTED AND AGREED:**[INDEPENDENT CONTRACTOR] By:....................................................Name:Title:Date:Federal Tax Id. No./Social Security No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

SCHEDULE 1

1. SERVICES:

To provide medical cannabis certifications in accordance with the Company’s rules and regulations, hours, and training/procedures in the Company’s corporate portal.

2. EQUIPMENT, TOOLS OR MATERIALS PROVIDED BY COMPANY: IT equipment, medical office and equipment, patient education material, support and staff.

3. PAYMENT SCHEDULE: 15th and 30th of each month via Direct Deposit for Fees earned and entered in payroll service. Fees entered between the 1st and 15th of each month shall be paid on the 30th, and fees earned between the 16th and 31st shall be paid on the 15th.