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Fluresh Five Accelerator Program Terms and Conditions

The following terms and conditions apply specifically to the Fluresh Five Accelerator.

The Fluresh Five Accelerator Program (“Fluresh Incubator” or “Program”), sponsored by Fluresh LLC (“Fluresh”) is a selective training and mentorship program aimed at assisting outstanding Michigan leaders, cannabis entrepreneurs and professionals who want to work within cannabis industry (referred to as “Participants”).

ELIGIBILITY: The Fluresh Incubator is open to any individual who is a legal resident of the United States, 21 years of age or older as of December 1, 2021, who has a desire to enter or navigate the regulated cannabis industry.

DISCLOSURE: All applicants must disclose any relationship between herself or himself and any officers, directors, employees, investors, corporate entities, or affiliates of any Fluresh Competitor (meaning, for purposes of these Terms and Conditions, any manufacturer of cannabis (including CBD infused dry or wet goods, marijuana paraphernalia, drinks, and other products)).

HOW TO ENTER: Beginning December 15, 2021, until January 15, 2022, at 11:59 pm EDT, complete and submit an application (“Application”) located at <http://www.fluresh.com/fiveaccelerator> (the “Program Website”). Please submit only one Application for yourself or your company. Information on the Applications will only be used by Fluresh in determining eligibility for participation in the Program and communication regarding the Program. Applications must be complete in order to be considered for the Program. Applications that are incomplete, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, or late, will be void. Once submitted, Applications will not be returned.

PARTICIPANT SELECTION CRITERIA: On or about February 1, 2022, Fluresh will select up to ten (10) Applications from among all eligible entries received. Participants may be individuals or companies. Fluresh will select the Participants based upon the following criteria it deems appropriate, which may include the following:

- Alignment of application with Fluresh’s goal to make the cannabis industry more diverse and equitable for victims of the War on Drugs.
- Business services or products industry appeal or potential
- History within the cannabis industry/Professional experience
- Results of any interviews held
- Conflicts of interest
- Strength of application
- References

The Sponsor reserves the right, in its sole discretion, to select fewer than ten (10) Participating Companies or extend the entry period if an insufficient number of eligible entries are received. Fluresh retains all rights to reject the application of any person or entity entirely within Fluresh’s own discretion. The decisions of Fluresh are final and binding in all respects.



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For each Participant company selected, up to two (2) individuals may be chosen to participate. These individual Participants must include, at a minimum, the owner/founder. Individual Participants must meet all of the eligibility criteria set forth above.

PARTICIPANT NOTIFICATION: The Participants will be notified by e-mail or phone if they are selected to participate in the Program. Participants will be required to execute an Affidavit of Eligibility and Liability/Publicity Release (Media Waiver) and Non-Disclosure Agreement prior to participating in the Program. Additional business partners will be required to also submit a Supplemental Partner Application by the Participant Orientation. If a potential Participant cannot be reached, does not return required documents within the time requested, or does not agree to the Terms and Conditions of the Program, the opportunity to participate in the Program will be forfeited and another Participant may be selected according to the Selection Criteria above.

PROGRAM BENEFITS: The Fluresh Incubator leverages Fluresh's facilities and relationships across the industry to provide the fullest perspective of building a vertically-integrated cannabis company and strong brand. The instruction portion of the Program runs for approximately ten (10) months, beginning in February 2022, and consists of recurring in-person and virtual educational programs and off-site trips to various locations. ("Program Activities"). Estimated Itinerary; actual dates, locations, and itinerary of onsite programming are subject to change at the sole discretion of Fluresh.

Each onsite visit will consist of educational programming, networking with Fluresh Incubator Peers, access to Fluresh team members and guest speakers. In between each onsite program, Participating Companies will continue to engage with the Fluresh Incubator through the Fluresh Corporate Impact Strategist, peer discussions, and monthly program mentorship check-ins. Ongoing engagement will be available through the course of 2022 and beyond depending on the mentor and participants' mutual discretion.

At the conclusion of the Program, certain Participants may, at Fluresh's discretion, be eligible for grants or other investments from Fluresh. Terms of any such grant will be disclosed at the time of award.

Skipping or missing scheduled Program events, absent reasonable explanation, disparagement of other participants, Fluresh, or others, inappropriate conduct or otherwise violating the terms of the Affidavit of Eligibility and Liability/Publicity Release and Non-Disclosure Agreement may result in the Participant's dismissal from the Program.

RELEASE: Applicants understand that Fluresh is not liable for injuries, losses, or damages of any kind arising from participation in this Program, and in all Program activities. By participating, Participant releases Fluresh, its respective parents, affiliates, subsidiaries, and agencies, and their respective directors, officers, employees, and agents from any and all liability with respect to Participation in the Program.

APPLICABLE LAW AND DISPUTES: This Program is subject to all applicable United States federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation, and enforceability of these Program Terms and Conditions shall be governed by the laws of the State of Michigan, without regard to any principles of conflict of laws. If the controversy or claim is not otherwise



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resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by Judicial Arbitration and Mediation Services, Inc., in accordance with its Streamlined Arbitration Rules and Procedures or subsequent versions thereof. All disputes arising out of or connected with this Program will be resolved individually, and without resort to class action. Fluresh is not liable for any consequential, indirect, exemplary, or punitive damages, or for attorneys' fees.

General Conditions: This Program is subject to these Terms and Conditions. Fluresh reserves the right, in its sole discretion, to disqualify any individual it (or its authorized designee) finds to be: (i) tampering with, as applicable, the entry process or otherwise with the operation of the Program or Program Website; (ii) acting in violation of these Terms and Conditions; (iii) acting in an inappropriate or disruptive manner, or with intent to annoy, abuse, threaten, harass, harm, mislead, or defraud any other individual or entity; or (iv) found to be otherwise in violation of law. Any person attempting to defraud any of the entries or in any way tamper with the Program or the Program Website will be ineligible to participate in the Program and Fluresh will seek all remedies available to it, including, if appropriate, filing appropriate complaints with legal authorities. If, for any reason, the Program or Program Website (or any portion thereof) becomes corrupted, or is not capable of running as originally planned, does not allow the proper submission and processing of Applications, or corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Program, Fluresh reserves the right, in its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend the Program or any portion thereof and to conduct the Program in a manner that is fair and equitable as determined by Fluresh.

In case of a dispute over the identity of an entrant who submitted an Application, at Fluresh's discretion, the authorized account holder of the e-mail address account associated with that Application will be deemed the applicant. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other on-line organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Said owner must comply with these Terms and Conditions and, at Fluresh's sole discretion, may be required to provide proof of ownership of the e-mail account.

APPLICATION:

1. Submit completed application by visiting: www.fluresh.com/fiveaccelerator



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About the Fluresh Five Accelerator

Overview

Fluresh has summarized below its Incubator Program (the “Program”), which encompasses professional training, ongoing technical assistance, mentorship, workspace and the provision of materials necessary to be a successful cannabis business operator or employee. There is no doubt that the War on Drugs was based on racist principles and led to incredibly unfair prosecution against people of color. As legalization has started, those communities that were negatively impacted have largely been shut out of the industry—in fact, over 80% of cannabis companies are owned by white men. Fluresh hopes that the Program can help support the future leaders in the industry to increase the diversity in the workforce and ownership.

We expect that the Program will continue to be an asset to individuals or groups who qualify as Equity Applicants under the Grand Rapids Social Equity Policy Definition or other similar candidates who express an interest in working in the cannabis industry but experience unique barriers. Applicants are asked to provide documentation of qualifications for Equity Applicant status or neighborhood partner referral. Upon confirmation of status, a certain number of participants will be enrolled in the Program with the goal of reducing barriers for entry into the cannabis industry.

Fluresh ensures the success of the Program by: 1) establishing clear communication protocols with each participant; 2) beginning each engagement with a detailed project plan, inclusive of Fluresh’s team members assigned to the scope of work and the targeted benchmark dates to meet; 3) listening to the feedback of the City, community members, and Program participants to further tailor and develop the Program to be a success; and 5) acknowledging that the proposed offering may change depending upon the feedback and experiences of the City, community, the company and participants. It is also important to note that certain aspects of the Program will require either approval from the State regulatory authorities or others. Our Program is both important for cannabis and non-cannabis participants helping with space, funding, legal resources, accounting and growing expertise). Our Program will be located primarily online and at our facility located at 1213 Phillips Ave, which is in the heart of 49507 and a Neighborhood of Focus. Participants within this Program will have access to commercial office space use through Fluresh (or for qualifying applicants, research and development space) while the participants build and scale their business ideas over a minimum of one year.

- a) By designing this Program to increase participation in, and access to, the cannabis industry for Equity Applicants, Fluresh is committed to working with a minimum of 5 qualifying individuals within the Program and minimum 40% of participants with residence within the City of Grand Rapids. Importantly, Fluresh intends to review applicants who may not fully meet the definition of Equity Applicant, but otherwise would meet the spirit of the Cannabis Industry Social Equity Voluntary Agreement (CISEVA). Fluresh is pleased to offer a program that has the goal of engaging individuals disproportionately harmed by cannabis prohibition, but also that this Program is built to increase the diversity of cannabis business ownership in Grand Rapids, Kent County, the State of Michigan and the United States as legalization expands. Fluresh aims to implement a top-tier Program and is prepared to work hard, problem-solve as challenges arise, and document this process in conjunction with the City so that the Incubator Program is successful and can pave the way as a model program for others to adopt.



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a) Engagement Performance Monitoring, Reporting, and Security

Fluresh will be responsible for monitoring the performance of this program by providing Participant surveys, photo documentation, and meeting any reporting requirements. Fluresh will also comply with security procedures set forth by the MRA and the City to protect Program participants and all partners, employees, agents, and officers associated with this Program. We anticipate that the state may also appreciate updates from our progress.

b) 2022 Incubator Course Curriculum

Fluresh has designed a curriculum for participants and, following that, will support ongoing mentoring and incubation at the Company depending on the participant's area of focus. While we expect that this will benefit the participants as they venture into their own business while utilizing our facilities, we also hope that some participants may be interested in leadership roles at Fluresh. Below is the tentative course curriculum, which will give a broad understanding of the industry to the participants.

Session 1: Introduction – Fluresh/Michigan Cannabis Industry *Fluresh HQ Tour*

Session 2: Financing Your Cannabusiness – Investors, Banking & Taxes

Session 3: Municipal Licensure – Grand Rapids

Session 4: Retail Operations – Staffing, Purchasing, Budtending

Session 5: Processing/Growing/Testing *Adrian, MI Road Trip*

Session 6: Marketing, Labeling, & Communications

Session 7: State of Michigan Licensing

Session 8: Cannabis Justice, Social Equity & Outreach Compliance

Session 9: Federal Outlook on Cannabis – State by State Analysis

Session 10: Cohort's Choice Topic

For questions, contact flureshingtogether@fluresh.com