

Indemnification Provisions (version 1.0)

These indemnification provisions are a part of and are incorporated into those certain engagement agreements (each, a “Letter Agreement”) that reference these indemnification provisions. Each Letter Agreement, the Terms of Service and the Privacy Policy of Finalis located at <https://www.finalis.com> and the provisions set forth herein are referred to as the “Agreement.” Capitalized terms used herein without definition shall have the meanings ascribed to them in the Letter Agreement.

1. As material consideration to enter into the Agreement, the Company agrees (i) to indemnify and hold harmless Advisor and its affiliates and their respective agents, officers, directors, employees, contractors, representatives and members (along with Advisor, each of the foregoing being an “Indemnified Person”) to the fullest extent lawful, from and against any and all losses, claims, damages, or liabilities incurred by Indemnified Persons (whether joint or several, direct or indirect, or from any investigation or action by a government agency or self-regulatory organization) arising from or relating to the Agreement, a Transaction (including, without limitation, the dissemination of any related information or representations), or any actions or inactions taken by an Indemnified Person in connection with the Agreement (a “Claim”); and (ii) to reimburse Indemnified Persons for all expenses (including fees, disbursements and other charges of counsel) incurred in connection with investigating, preparing, pursuing, defending, or settling a Claim (including without limitation any shareholder or derivative action); provided, however, that the Company will not be liable to indemnify an Indemnified Person pursuant to this paragraph to the extent that an arbitrator (or panel of arbitrators) or a court of competent jurisdiction will have determined by a final non-appealable judgment that such Claim resulted from the gross negligence or willful misconduct of such Indemnified Person.
2. The Company will not settle, compromise or consent to the entry of a judgment in any pending or threatened action, claim, suit, dispute or proceeding against an Indemnified Person unless such settlement, compromise or consent includes a release of the Indemnified Persons satisfactory to Advisor and such Indemnified Person.
3. The Company further agrees that neither Advisor nor any other Indemnified Person will have any liability (whether direct or indirect, in contract, tort or otherwise) to the Company, or anyone claiming liability on behalf of the Company, arising from or relating to the Agreement, a Transaction, or any actions or inactions taken by Indemnified Persons in connection with the Agreement, except to the extent that an arbitrator (or panel of arbitrators) or a court of competent jurisdiction will have determined by a final non-appealable judgment that losses, claims, damages, liabilities or costs incurred by the Company resulted from the gross negligence or willful misconduct of such Indemnified Person. The Company agrees that in no event will any Indemnified Person be liable or obligated in any manner for any consequential, exemplary or punitive damages or lost profits incurred by the Company arising from or relating to the Agreement, a Transaction, or any actions or inactions taken by an Indemnified Person in connection with the Agreement, and the Company agrees not to seek or claim any such damages under any circumstances.
4. If for any reason the foregoing indemnification or reimbursement is unavailable or insufficient fully to indemnify and hold harmless an Indemnified Person against a Claim, the Company will contribute to the amount paid or payable by an Indemnified Person as a result of such Claim in such proportion as is appropriate to reflect the relative financial benefits of the Transaction to the Company, on the one hand, and the Indemnified Person, on the other hand; or if such allocation is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits but also the relative fault of the Company on the one hand and the Indemnified Person on the other hand with respect to such Claim as well as any other relevant equitable considerations. Notwithstanding the preceding paragraphs, in no event will the aggregate amount to be contributed by all Indemnified Persons towards all Claims, Company losses, claims,

damages, liabilities or costs incurred, exceed the actual fees received by Advisor pursuant to the Agreement in the preceding 3 months of the date of a Claim.

5. In the event that Advisor or any of its Indemnified Person requested or required to appear as a witness or subpoenaed to produce documents in any action in which the Company or any of its affiliates is a party to and Advisor is not, the Company will reimburse Advisor for all expenses incurred by its Indemnified Persons in preparing for and appearing as a witness or producing documents, including the fees and disbursements of legal counsel.
6. The rights accorded to Indemnified Persons hereunder will be in addition to any rights that any Indemnified Person may have at common law, by separate agreement or otherwise. If any provision of these indemnification provisions is determined to be invalid or unenforceable, such determination will not affect any other indemnification provision herein, which will remain in full force and effect. Each Indemnified Person is an intended beneficiary hereunder. These Indemnification Provisions will remain in effect indefinitely notwithstanding any expiration or termination of the Agreement.
7. IN NO EVENT WILL ANY INDEMNIFIED PERSON BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS INCURRED BY THE COMPANY ARISING FROM OR RELATING TO THIS AGREEMENT, A TRANSACTION, OR ANY ACTIONS OR INACTIONS TAKEN BY AN INDEMNIFIED PERSON IN CONNECTION WITH THIS AGREEMENT OR A TRANSACTION. THE COMPANY AGREES NOT TO SEEK OR CLAIM ANY SUCH DAMAGES OR LOST PROFITS UNDER ANY CIRCUMSTANCES.
8. Notwithstanding the above, indemnification shall not exceed the maximum level permitted under applicable federal, state or other laws and any indemnification shall not waive any non-waivable rights of the Company that it may have under applicable federal, state or other law.
9. To the extent that Representative provides Services to, or in respect of, a client, deal, transaction, customer, or otherwise (a "Cannabis Industry Party") that is (i) directly or indirectly engaged in the business of possessing, storing cultivating, manufacturing, processing, labelling, distributing, transporting, selling, and/or testing Cannabis (defined below) and or any product containing Cannabis and/or its byproducts (collectively, "Cannabis Activities"); (ii) directly or indirectly provides goods and/or services to any person and/or entity engaged in Cannabis Activities; and/or (iii) otherwise directly or indirectly conducts business with any person and/or entity engaged in Cannabis Activities (collectively, the "Cannabis Industry Services"), then: (1) Representative shall only use an engagement agreement to be provided by Finalis for any Cannabis Industry Services engagement and shall pay Finalis for all expenses in connection with its diligence of the parties to such engagement agreement, and (2) Representative indemnifies and holds harmless Finalis, Finalis' subsidiaries and affiliates and each of their respective Indemnified Persons against any and all Claims, losses, damages, or expenses of whatever form or nature, including attorneys' fees and other costs of legal defense, whether direct or indirect, that any one or more of the Indemnified Persons may sustain or incur as a result of (i) any violation of Federal Cannabis Laws (defined below) and/or Non-Federal Cannabis Laws (defined below) relating to, or resulting from, the Cannabis Industry Services and/or the underlying Cannabis Activities (and such indemnity shall survive any termination, expiration or completion the Letter Agreement); and/or (ii) a breach of the representations, warranties, and/or covenants set forth in this paragraph. Representative represents that it has, and shall continue to use best efforts to, verify that the relevant Cannabis Industry Parties (i) if applicable, maintain, and during the term of the relevant engagement, shall continue to maintain, in good standing, all permits, licenses, and other approvals, as applicable, required under Non-Federal Cannabis Laws required to conduct business as currently conducted; (ii) shall comply, and during the term of the relevant engagement, continue to comply with (x) all applicable federal and/or national (non-U.S.) laws (other than Federal Cannabis Laws; (y) all Non-Federal Cannabis Laws; and (z) all federal, state, provincial, municipal, and local tax laws. For purposes hereof, (a) "Federal Cannabis Laws"

means federal laws, statutes, rules, orders, regulations and restrictions related to “marihuana” (as defined in 21 U.S.C. 802(16), as amended, “Cannabis”), including, without limitation, the Controlled Substances Act of 1970, as amended; and “Non-Federal Cannabis Laws” means all state, provincial, municipal, and local laws, regulations and restrictions related to Cannabis, including any and all Cannabis licensing and program rules and local zoning ordinances. Representative shall promptly notify Finalis of knowledge of any actual or threatened (in writing) notice received by any Cannabis Industry Party from any applicable governmental authority alleging a violation of any Federal Cannabis Laws and/or Non-Federal Cannabis Laws. Representative shall furnish, or cause to be furnished, to Finalis such information and access as is customary, appropriate, and/or necessary for Finalis to confirm any of the foregoing. The parties to the Letter Agreement acknowledge and agree, on their own behalf and on behalf of any of their affiliates, that (a) no such party (i) makes, will make, or shall be deemed to make or have made any representation or warranty of any kind regarding the compliance of this paragraph or in any other document, instrument or agreement entered into in connection the transactions contemplated hereby, with any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of Cannabis and/or Federal Cannabis Laws, (ii) shall have any right of rescission or amendment arising out of or relating to any non-compliance with Federal Cannabis Laws unless such non-compliance also constitutes a violation of applicable state or commonwealth law with respect to Cannabis, and (iii) shall seek to enforce the provisions hereof in a United States federal court unless and until the parties have reasonably determined that applicable Non-Federal Cannabis Laws with respect to Cannabis are fully compliant with Federal Cannabis Laws; (b) the transactions contemplated hereby do not violate public policy; and (c) the parties agree to waive on their own behalf and on behalf of any of their affiliates illegality as a defense to contractual claims arising out of this paragraph. Representative hereby acknowledges and agrees that neither Finalis nor any of its Indemnified Persons is violating, intends to violate, or aid, abet or otherwise facilitate the violation of, Federal Cannabis Laws and/or Non-Federal Cannabis Laws as a result of the transactions contemplated hereby and/or the Letter Agreement.