

Hemp Industries Association Affiliation and Program Transition Agreement

This Agreement (“**Agreement**”) is effective as of July 14, 2020 (the “**Effective Date**”), is between the Hemp Industries Association (“**HIA**”) and the undersigned Organization (“**Organization**”) (collectively, the “**Parties**,” or each, individually, a “**Party**”).

RECITALS

HIA and Organization share the common goal of working together to advance the hemp industries;

HIA and Organization intend to enter a formal affiliation agreement as soon as reasonably possible;

HIA owns certain trademarks, copyrighted works, proprietary information, and other property, including those items set forth on Schedule 1, as may be supplemented or amended from time to time (collectively, the “**Licensed Intellectual Property**”);

The HIA is actively and diligently evaluating state and/or regional programs to associate and work together with the Organization; and

Organization wishes to use the Licensed Intellectual Property, and HIA is willing to grant to Organization a license to use the Licensed Intellectual Property, to facilitate Organization's conduct of the Business.

Accordingly, the Parties agree as follows:

TERMS AND CONDITIONS

1. HIA Program. The HIA shall work diligently to establish a state and/or regional chapter program for the HIA within the Term.

2. License.

2.1 License Grant. Subject to the terms and conditions of this Agreement, HIA hereby grants to Organization during the Term (as defined below) a non-exclusive, royalty-free, non-transferable, non-sublicensable license to use the Licensed Intellectual Property to do the following:

(a) use, advertise, fundraise, and market in connection with the HIA’s organization;

(b) use the Licensed Intellectual Property that are modifications of the HIA’s trademarks as part of Organization’s corporate or organizational name, or trade name, as applicable;

(c) use domain names, emails, recruitment of persons to join organization and organization advocacy and fundraising events. Licensed Intellectual Property may be also be used in connection with the manufacture and offering, as a premium, of merchandise, including for fundraising purposes; and,

- (d) reproduce, publicly perform, transmit, and publicly display.

Provided that any proposed use of Licensed Intellectual Property is submitted to the HIA in writing for prior approval.

2.2 Reservation of Rights. HIA hereby reserves all rights not expressly granted to Organization under this Agreement. For clarity, any lawsuit using HIA or Hemp Industries Association name, logo, or likeness, Modifications, or derivative undertaken by Organization, any organization or individual/s as plaintiff or plaintiffs, must be authorized in advance by a majority vote of national Hemp Industries Board of Directors.

3. Use of Licensed Intellectual Property.

3.1 Notices. Organization shall ensure that all use of Licensed Intellectual Property is accompanied by or marked with the appropriate proprietary rights notices, symbols, and legends as may be reasonably necessary under applicable law to maintain the Licensed Intellectual Property and HIA's proprietary rights and in such order and manner as may be specified by HIA.

3.2 Modifications. As between the Parties, HIA owns any improvement, enhancement, or other modification of or derivative work based on any of the Licensed Intellectual Property made by or on behalf of Organization or HIA (each, a "**Modification**"). Organization shall immediately notify HIA of any Modification made by or on behalf of Organization (each, a "**Organization Modification**"). Organization shall assign and hereby assigns to HIA all of its right, title, and interest in and to all Organization Modifications, including all rights to apply for any other intellectual property registrations with respect to such Organization Modifications and all enforcement rights and remedies for past, present, and future infringement thereof and all rights to collect royalties and damages.

4. Ownership and Protection of the Licensed Intellectual Property.

(a) Acknowledgment of Ownership. Organization acknowledges that HIA owns and will retain all right, title, and interest in and to the Licensed Intellectual Property subject to the license granted in Section 2.1. All use by Organization of the Licensed Marks, and all goodwill accruing therefrom, will inure solely to the benefit of HIA.

(b) Maintenance. HIA has the sole right, in its discretion to file, maintain all applications, and registrations, relating to the Licensed Intellectual Property. Organization shall provide, at the request of HIA, all necessary assistance with such filing and maintenance.

5. Enforcement. Organization shall promptly notify HIA in writing of any actual, suspected, or threatened infringement, misappropriation, or other violation of any Licensed Intellectual Property by any third party of which it becomes aware. HIA has the sole right, in its discretion, to (a) bring any action or proceeding with respect to any such infringement; (b) defend any declaratory judgment action concerning any Licensed Intellectual Property; and (c) control the conduct of any such action or proceeding (including any settlement thereof).

Organization shall provide HIA with all assistance that HIA may reasonably request, at HIA's expense, in connection with any such action or proceeding. HIA will be entitled to retain any monetary recovery resulting from any such action or proceeding (including any settlement thereof) for its own account.

6. Confidentiality. Organization acknowledges that in connection with this Agreement it will gain access to certain confidential and proprietary information of HIA (collectively, "**Confidential Information**"). Without limiting the foregoing, all trade secrets and confidential information included in the Licensed Intellectual Property, including are and will be deemed Confidential Information of HIA. Organization shall maintain the Confidential Information in strict confidence and not disclose any Confidential Information to any other person, except directors, officers or employees of Organization who (a) have a need to know such Confidential Information to exercise its rights or perform its obligations; and (b) are bound by written nondisclosure agreements. Organization shall use reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Confidential Information from use or disclosure other than as permitted under this Agreement.

7. Indemnification. Organization shall indemnify, defend, and hold harmless HIA, its officers, directors, employees, agents and representatives against all losses, liabilities, claims, damages, actions, fines, penalties, expenses or costs including court costs and reasonable attorneys' fees arising out of or in connection with any third-party claim, suit, action, or proceeding relating to (a) any breach of this Agreement by Organization; (b) use by Organization of any Licensed Intellectual Property under this Agreement; except for any claim based solely on infringement, misappropriation, or other violation of any intellectual property rights or other personal or proprietary rights of any person or Organization arising out of Organization's permitted use of any Licensed Intellectual Property in accordance with this Agreement.

8. Term and Termination.

8.1 Term. This Agreement begins on the Effective Date and will remain in force for six continuous calendar months or until terminated pursuant to Section 8.2 or 8.3 ("**Term**").

8.2 Termination by HIA. HIA may terminate this Agreement immediately upon written notice to Organization if Organization materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice or any time after the first 30 days of the Term with 10 days written notice.

8.3 Termination by Organization. Organization may terminate this Agreement at any time without cause, and without incurring any additional obligation, liability, or penalty, by providing at least 15 days' prior written notice to HIA.

8.4 Survival. Notwithstanding any other term and condition in this Agreement, the provisions of Section 2.2 (Reservation of Rights), Section 6 (Confidentiality), Section 7 (Indemnification), and Section 10 (General Provisions) survive any termination or expiration of this Agreement, in each case in accordance with their stated terms.

9. Assignment. Organization may not assign or transfer any of its rights or obligations under this Agreement without HIA's prior written consent. Any purported assignment or transfer in violation of this Section 9 will be void and of no force and effect.

10. General Provisions.

10.1 Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

10.2 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10.3 Governing Law. This Agreement and all matters arising out of or relating to this Agreement and the Parties' relationship, are governed by, and construed in accordance with, the laws of the State of Colorado, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado. Matters arising in equity cause immediate and irreparable harm to HIA. All disputes under law or equity will be resolved in a court in the State of Colorado.

10.4 Waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.5 Dues Payable. The HIA intends to pay existing dues obligations to the organization to which this money is due as soon as the HIA is able to do so.

10.6 Claims. As part of the consideration for this Agreement, each Party, including its predecessor organizations, affiliates, officers, directors, and employees, knowingly and voluntarily release and discharge the other Party from all Claims during the Term. ("Claims" means any and all known and unknown or foreseen and unforeseen causes of action, claims for relief, demands, damages, punitive damages, choses in action, disputes, suits, and actions, in law or in equity of any kind or nature whatsoever).

10.7 Notices. All correspondence or notices required or permitted to be given under this Agreement must be in writing, in English and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time). Each Party shall deliver all notices by nationally recognized overnight courier (with all fees prepaid), 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 (a) upon receipt by the receiving Party; and (b) if the Party giving the notice has complied with the requirements of this Section. Such communications must be sent to the respective

Parties at the following addresses or at such other address for a Party as specified in a notice given in accordance with this Section 9.7:

If to HIA: Hemp Industries Association
15640 NE 4th Plain Blvd,
Ste 106 #222,
Vancouver, WA 98682
Email: jody@thehia.org
Attention: Executive Director

If to Organization: [ORGANIZATION ADDRESS]
Email: [EMAIL ADDRESS]
Attention: [TITLE OF OFFICER TO RECEIVE NOTICE]

10.8 Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of HIA, and Organization, including any affiliated organizations, affiliated people, and predecessors and respective directors and affiliates, terminates, supersedes, amends and replaces in its entirety all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. between the Parties including any affiliated organizations and predecessors and respective directors, employees and agents.

10.9 Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party, including any affiliated organizations, predecessors and respective directors, and that the Party’s execution of this Agreement is not in violation of any by-law, covenant and/or other restrictions placed upon them by their respective entities, affiliates or affiliations.

11. Good Faith. This Agreement shall be governed by the implied covenant of good faith and fair dealing in each party’s performance and enforcement of the Agreement.

12. Electronic Signature. This Agreement may be executed in counterparts, which combined shall constitute one agreement. The parties may execute and deliver this document in electronic means which shall have the same effect as the original signature.

The Parties agree to this Agreement as of the Effective Date.

Hemp Industries Association
By: _____
Jody McGinness
Executive Director

[ORGANIZATION NAME]
By: _____
Name:
Title:

SCHEDULE 1

Licensed Intellectual Property

1. USPTO Trademark Registration No. 5604670, Hemp Industries Association.
2. USPTO Trademark Registration No. 5593633, HIA.
3. USPTO Trademark Registration No. 4887887, Hemp History Week.
4. USPTO Trademark Registration No. 4887878, Hemp History Week.
5. HIA logo derivatives or modifications.
6. Hemp Industries Association logo and derivatives or modifications.
7. HIA or Hemp Industries Association likeness or likeness modification or derivative.
8. Email addresses that use the words, phrases, or abbreviations HIA or Hemp Industries Association.
9. Logos, including state any state chapter logo and words or acronyms including HIA or Hemp Industries Association and derivatives and modifications of these words or acronyms/abbreviations.
10. Merchandise with the words or acronyms/abbreviations HIA or Hemp Industries Association or modifications or derivatives of these words or acronyms/abbreviations.
11. Webinars and other digital works created by the Hemp Industries Association.
12. Video content or works created by the Hemp Industries Association.
13. All Hemp Industries Association copyright protected works and modifications and derivatives.
14. Any intangible property, including copyrighted works, related to Hemp History Week.
15. Domain names that include the words or acronyms HIA or Hemp Industries Association.
16. Domain names transferred to the Hemp Industries Association pursuant to the terms of the chapter agreement that previously governed the relationship between the Parties
17. Any tangible or intangible property related to Hemp History Week.
18. All intangible property provided by the HIA to the Organization at any time to use in furtherance of the HIA's mission.
19. Webinars or other video content created by the Hemp Industries Association.
20. Webinars and other video content created or made using the HIA and respective logo, modified derivatives or Modifications.
21. Social media content and related works created at any time by the HIA.
22. All intangibles, which may be subject to contractual or legal intellectual property protection, provided by the HIA to the Organization at any time whatsoever.