

**STATE OF RHODE ISLAND
CONFIDENTIALITY & API USER AGREEMENT**

1) PARTIES

This Confidentiality and API User Agreement ("Agreement") is made as of this _____ day of _____, 2022 ("Effective Date") by and between _____ ("Provider") and the Rhode Island Department of Business Regulation, on behalf of the Office of Cannabis Regulation, and any successor agency/office to the foregoing ("State") (collectively the "Parties"), with respect to provision of one or more secondary software systems ("System", as further defined below) to one or more entities licensed by the State to operate under a medical marijuana or adult use cannabis commercial license(s) in the State of Rhode Island ("Licensees"). The Provider and the State hereby agree to the following terms and conditions.

2) RECITALS

A. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

B. PURPOSE

Pursuant to Chapters 21-28.6 and 21-28.11 of the Rhode Island General Laws and the regulations promulgated thereunder (collectively, the "Cannabis Acts and Regulations"), Licensees are required to use the inventory tracking system utilized by the State, currently known as METRC, as the primary inventory tracking system of record. Licensees are permitted to use a third-party system in conjunction with METRC, subject to certain terms and conditions including communication of information on the third-party system to and from METRC through an application programming interface. One or more Licensees have requested the ability to establish an interface between Provider's system and METRC in order to communicate information electronically between METRC and Provider's system. Pursuant to applicable law, certain Licensee and medical marijuana program patient and caregiver information and data are subject to strict confidentiality. As such, the State has agreed to permit Licensees to communicate information electronically to and from METRC through Provider's System and Services (defined below) via an Application Programming Interface ("API"), subject to the condition that Provider enters into this Agreement to protect the confidentiality of the information/data contained in METRC and the State's inventory tracking and patient and caregiver registration systems. Provider herein agrees to maintain data integrity and to comply with the security requirements set forth in this Agreement.

C. RENEWAL

This Agreement will not automatically renew and will expire on January 31, 2024. Provider must

sign a new agreement each even year (i.e. 2024, 2026, etc.) which may be submitted via e-mail to the Rhode Island Office of Cannabis Regulation (“OCR”). Agreements are due before or on January 31st of the corresponding even year.

Notwithstanding anything to the contrary in this Agreement, the State may terminate the Agreement in whole or in part if funds sufficient to pay any obligations hereunder are not appropriated. Any partial termination of the Agreement under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Agreement that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Provider.

3) DEFINITIONS

- A. “API” means the Application Programming Interface designed, developed, and maintained by the Seed to Sale System vendor assigned by the State, METRC.
- B. “API Key” means an alphanumeric code generated through METRC to gain programmatic access to METRC and automatic electronic communication of data and information between Provider's System and METRC. There are two kinds of API Keys:
 - i) “Vendor API Key” means an API key that is specific to Provider and Provider's System, which must be used by every instance of Provider's System at all times, in combination with the User API Key specific to Licensee(s), in order to gain authorized programmatic access to METRC and automatic communication of data and information between Provider's System and METRC pertaining to such Licensee(s).
 - ii) “User API Key” means an API Key that is specific to a particular Licensee, which only such Licensee is able and authorized to generate and obtain or deactivate. The User API Key may be deactivated by generating a new User API Key. The User API Key is linked directly to that Licensee's METRC account and allows access to that Licensee's METRC data and information.
- C. “Commercial License” means any cultivator, compassion center or retail cannabis license issued by the State to an individual or entity.
- D. “METRC LLC” means METRC LLC, the company engaged by the State to design, develop, provide, host and maintain the State's METRC system, and also includes any successor organization.
- E. “Incident” means an accidental or deliberate event that results in or poses a threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources of the State. Incidents include, but are not limited to: (i) unsuccessful or successful attempts to gain unauthorized access to the METRC system or Confidential Information regardless of where such information is located; (ii) unwanted disruption or denial of service attacks; (iii) the unauthorized use

of METRC in any way; (iv) any unauthorized access by any person to Confidential Information; or (v) changes to the State's system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- F. “METRC” or “METRC system” means the cannabis inventory tracking system developed by METRC LLC to enable the State to track all legally grown cannabis from seed to sale, and also includes any successor inventory tracking system that the State permits or requires Licensees to utilize.
- G. “Payment Card Information (PCI) Data” means any data related to card holders’ names, credit card numbers, or other credit card or financial information as may be protected by State and/or federal law.
- H. “Personally Identifiable Information (PII) Data” means information about an individual collected by the State or any other governmental entity that could reasonably be used to identify such individual and includes, but is not limited to, any combination of (i) first and last name, (ii) first name or first initial and last name, (iii) residence or other physical address, (iv) electronic mail address, (v) telephone number, (vi) birth date, (vii) PCI Data, (viii) social security number, (ix) driver's license number, (x) identification card number, or (xi) any other information that identifies an individual personally.
- I. “Provider” means a third-party Vendor working with an Licensee.
- J. “Provider Agreement” means an agreement between a Licensee and Provider entered into for the purpose of providing a System or Services to the Licensee.
- K. “Real Time” means relating to a system in which input data is processed within one second so that it is available virtually immediately as feedback.
- L. “Services” means the services to be performed by Provider for Licensee pursuant to the Provider Agreement in connection with the provision, operation or maintenance of the Provider System.
- M. “Subcontractor” means any third party engaged by Provider to aid in performance of Provider's obligations to Licensee(s).
- N. “System” or “Provider System” means the secondary software system provided by Provider for use by Licensee. Such Systems may be used to collect information to be used by the Licensees in operating their businesses, including, but not limited to, secondary inventory tracking and point of sale systems.

4) EFFECTIVE DATE AND NOTICE OF NONLIABILITY

The Agreement shall not be effective or enforceable until it is approved and signed by all Parties. The State shall not be liable for the performance of any of its obligations hereunder, or be bound

by any provision hereof, prior to the Effective Date. By entering into this Agreement, the State is under no obligation to appropriate funds for, or to make, any payments to any Party or other person whatsoever including Provider or any Licensee for any reason including without limitation any expenses Provider or any Licensee may make or incur in connection with any agreement between Provider and any Licensee. Nor shall any provision in this Agreement be construed as imposing liability on the State for any expenses, costs or liabilities that Provider or Licensee may make or incur in connection with this Agreement or the performance of this Agreement. Provider expressly waives any claims asserting liability against State in connection with this Agreement or the performance of this Agreement.

5) CONFIDENTIAL INFORMATION

- A. “Confidential Information” means and includes: (1) all patient and caregiver information and data protected under Chapter 21-28.6 of the Rhode Island General Laws; (2) all Licensee information and data that is protected under applicable law; and (3) any and all other information, data, records, and documentary materials which are of a sensitive nature regardless of physical form or characteristics, including, but is not limited to, State records, sensitive State data, and protected State data, financial information such as banking information, which has been communicated, furnished, or provided by the State’s seed to sale system (METRC) that should be handled with care and proper due diligence.

Confidential Information includes, but is not limited to, any information obtained by Provider through the interface between the METRC system and the Provider’s System. Confidential Information may also include any information disclosed to Provider by Licensee, either directly or indirectly, in writing, orally, or through the communication of data through the API, whenever or however disclosed, including but not limited to: (i) names, addresses, or records of consumers' personal information; (ii) consumer information or data; (iii) PII Data; (iv) PCI Data; (v) any other information that should reasonably be recognized as related to the PII Data of consumers; (vi) inventory tracking data, reports, or records related to the cultivation, manufacture, distribution, or sale of medical or adult use marijuana or marijuana product, if such data, reports, or records are intended to be provided to the State through the METRC or otherwise; (vii) business plans and performance related to the past, present or future activities of such party, its affiliates, subsidiaries and affiliated companies; (viii) all types of patient and caregiver information and Licensee data, including but not limited to, names and lists of other license holders, service providers, or affiliates; (ix) business policies, practices, and procedures; (x) names of employees; other private business information including information related to planning, site, location, operations, strategy, product development or marketing of an applicant; and (xi) any other information that should reasonably be recognized as related to business conducted by Licensee.

- B. Any request or demand, including subpoenas, by a third party for Confidential Information in the possession or control of Provider shall be immediately forwarded to the State in accordance with this Section by the recipient of the request. Except to the extent

required by law, Provider shall not respond without first notifying the State and obtaining the State's prior approval, which shall not be unreasonably withheld, of Provider's proposed responses. The State shall also have the right to move to quash any subpoena, request or demand received from a third party seeking Confidential Information. Notice shall be delivered via written or electronic correspondence to:

Office of Cannabis Regulation
Department of Business Regulation
ATTN: Legal Counsel
560 Jefferson Blvd., Suite 204
Warwick, RI 02886
hannah.pfeiffer@dbr.ri.gov

AND

Department of Business Regulation
ATTN: Legal Administrator
1511 Pontiac Ave., Bldg. 68-2
Cranston, RI 02920
Pamela.toro@dbr.ri.gov

6) AUTHORIZATION

A. VENDOR'S API KEY

The State hereby authorizes METRC LLC to provide a Vendor API Key to Provider that must be used in combination with a Licensee's User API Key to furnish Provider access regarding Licensee's information and data in the METRC system. This API key is used for the purposes of communicating real-time sales information to the METRC system. The authorization is granted for use by Licensee(s) in operating the business of such Licensee(s). This Agreement, and Provider's rights and obligations hereunder, shall not be assigned without the prior written consent of the State, which may be approved or denied in the State's sole discretion. Authorization by this Agreement grants Licensee the ability to Revoke a Vendor's API Key as to such Licensee and requires a reconciliation process and accountability. Provider agrees to accept and abide by the current Metrc Web API Documentation Best Practices which can be found at [https://api-ri.metrc.com/Documentation/\[api-ri.metrc.com\]](https://api-ri.metrc.com/Documentation/[api-ri.metrc.com]).

B. REVOKING A PROVIDER'S API KEY

A Licensee shall have the right to block a Provider's access to its data in METRC by deactivating such Licensee's User API Key and generating a new one or having METRC LLC generate a new User API Key through METRC.

C. RECONCILIATION & ACCOUNTABILITY

A Licensee shall take full responsibility for ensuring all point of sale (POS) transactions

are accurately represented in the METRC system. Daily verification of reconciliation should occur to ensure proper reporting. Upon request, the Licensee shall provide the State with reporting verification that all POS transactions have been reconciled. The Provider of this Agreement agrees to ensure their system can provide such reporting verification to Licensee.

D. PENALTY

The State may revoke a Licensee's API Key if a Provider's system is not reporting sale transactions of a Licensee. Provider agrees that notwithstanding any contrary provision in a Provider Agreement, and in keeping with the State's obligation to maintain the confidentiality of Licensee(s) data and information, Provider expressly waives and shall not be entitled to seek or obtain injunctive, equitable or other relief against the State or METRC LLC to compel the furnishing of any Licensee's User API Key to Provider. Licensee shall maintain, at all times, the right to terminate the Provider Agreement or otherwise discontinue use of Provider's System and Services.

- E. The Provider further agrees to operate in good faith and with fair judgement at all times when providing a System or Service that interfaces with the METRC system.
- F. The State at its sole discretion, retains the right to revoke or withdraw a Vendor API Key at any time for any reason set forth by the terms of use in this Agreement.
- G. Any business / company signing this Agreement is subject to the same rules and regulations defining the integrity and accuracy of data entered into the State's tracking system (METRC). Information entered into the System inaccurately or in violation of the State's rules or regulations could result in the State's revocation of a Vendor's API Key.
- H. Misrepresentation or knowingly entering false information into the State's tracking system may result in the revocation of the Vendor API Key. Provider agrees to accept and abide by the current METRC Web API Documentation Best Practices which can be found at <https://api-ri.metrc.com/Documentation/> [api-ri.metrc.com].
- I. API Keys are non-transferable and cannot be shared. Sharing an API Key with any person or entity outside of the Provider legal entity, upon discovery, will result in the loss of their API Key. Data entered into the API should be done on a transactional / real-time basis.

7) SECURITY REQUIREMENTS AND INCIDENT RESPONSE

- A. The Provider and Licensees agree to abide by all applicable federal, State and local laws concerning information security. Provider shall limit access to and possession of Confidential Data to only employees whose responsibilities reasonably require such access or possession and shall train such employees on the Confidentiality obligations set forth herein. The Provider and Licensees agree that confidentiality of State data shall be protected and maintained in accordance with these standards as well as other applicable State standards.

- B. The Provider agrees to immediately notify the State as provided in Subsection H of this Section when any Provider System that may access, process, or store State data or State systems is subject to unintended access or attack. Unintended access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- C. The Provider further agrees to notify the State within twenty-four (24) hours, or earlier if possible, of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the State as provided in Subsection H of this Section.
- D. The Provider agrees to notify the State as provided in Subsection H of this Section within two (2) hours if there is a threat to Provider's product as it pertains to the use, disclosure, and security of the State data.
- E. If an unauthorized use or disclosure of any Confidential Information occurs, the Provider must provide written notice to the State as provided in Subsection H of this Section within 24 hours after Provider's discovery of such use or disclosure and thereafter all information the State requests concerning such unauthorized use or disclosure.
- F. The Provider, within 24 hours of discovery, shall report to the State any improper or non-authorized use or disclosure of Confidential Information. Provider's report shall identify:
 - i. The nature of the unauthorized use or disclosure;
 - ii. The Confidential Information used or disclosed;
 - iii. Who made the unauthorized use or received the unauthorized disclosure;
 - iv. What the Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure;
 - v. What corrective action the Provider has taken or shall take to prevent future similar unauthorized use or disclosure; and
 - vi. Such other information, including a written report, as reasonably requested by the State.
- G. The Provider shall disclose all of its non-proprietary security processes and technical limitations to the State. Provider shall allow the State to audit conformance to the Agreement terms. The State may perform this audit or contract with a third party at its discretion and at State's expense.
- H. In addition to any other notice requirements under the terms of the Agreement and those set forth above, any request, approval or notice in connection with this Section provided by Provider shall be provided to:

Office of Cannabis Regulation
RI Department of Business Regulation

ATTN: Legal Counsel / OCR Chief
560 Jefferson Blvd., Suite 204
Warwick, RI 02886
hannah.pfeiffer@dbr.ri.gov AND matthew.santacroce@dbr.ri.gov

I This Section shall survive expiration or termination of this Agreement.

8) SECURITY INCIDENT OR DATA BREACH NOTIFICATION

- A The Provider shall inform the State, in writing, of any security incident or data breach.
- B Incident Response: The Provider may communicate with outside parties regarding a security incident, as mutually agreed upon, which may include contacting law enforcement, fielding media inquiries and seeking external expertise defined by law or contained in this Agreement. Discussing security incidents with the State should be handled on an urgent basis, as part of Provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the Agreement.
- C Security Incident Reporting Requirements: The Provider shall immediately report a security incident to the State as provided in Subsection H of Section 7.
- D Provider shall:
 - i. Maintain processes and procedures to identify, respond to and analyze security incidents;
 - ii. Make summary information regarding such procedures available to the State at its request;
 - iii. Mitigate, to the extent practicable, harmful effects of security incidents that are known to Provider; and
 - iv. Document all security incidents and their outcomes.
- E Breach Reporting Requirements: If the Provider has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Provider shall (1) promptly notify the State as provided in Subsection H of Section 7 within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a prompt and timely manner.

Unless otherwise stipulated, if a data breach is a direct result of the Provider's breach of its Contract obligation to encrypt Confidential Information or otherwise prevent its release, the Provider shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law; and (5) complete all corrective actions as reasonably determined by Provider based on root cause; all [(1) through (5)] subject to this Agreement's limitation of liability.

9) DATA PROTECTION

A. DATA OWNERSHIP

The State will own all right, title and interest in its data that is related to the Services provided by this Agreement. The Provider shall not access State data or information in the State's possession, including Licensee accounts, except by written approval from the State.

B. LOSS OF DATA

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Provider or any of its Subcontractors or agents, the Provider shall be responsible for recreating such lost data in the manner and on the schedule set by the State. The Provider shall ensure that all data is backed up and is recoverable by the Licensee. In accordance with prevailing federal or state law or regulations, the Provider shall report the loss of Confidential Information as directed in this Agreement.

C. Protection of data and Confidential Information (as further described and defined in this Agreement) shall be an integral part of the business activities of the Provider to ensure there is no inappropriate or unauthorized use of Confidential Information at any time. To this end, the Provider shall safeguard the confidentiality, integrity and availability of Confidential Information and comply with the following conditions:

- i. The Provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Confidential Information and non- public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Provider applies to its own Confidential Information and non-public data of similar kind.
- ii. All Confidential Information shall be encrypted at rest and in transit with controlled access, including back-ups. Unless otherwise stipulated, the Provider is responsible for the encryption of the Confidential Information. All data collected or created in the performance of this Agreement shall become and remain property of the State.
- iii. Unless otherwise stipulated, the Provider shall encrypt all Confidential Information at rest and in transit. The State shall identify data it deems as Confidential Information to the Provider. The level of protection and encryption for all Confidential Information shall be identified and made a part of this Agreement.
- iv. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Provider or any party related to the Provider for subsequent use in any transaction that does not include the State.
- v. The Provider shall not use any information collected in connection with the Services issued under this Agreement for any purpose other than fulfilling the Services.

D. In addition to any other notice requirements under the terms of the Agreement and those

set forth above, any request, approval or notice in connection with this Section provided by Provider shall be provided in accordance with Section 7(H) of this Agreement.

10) OTHER MANDATORY ITEMS

A. DATA LOCATION

The Provider shall provide its Services as defined in this Agreement from data centers in the United States (“U.S.”). Storage of State data at rest shall be located solely in data centers in the U.S. The Provider shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Provider shall permit its personnel and contractors to access State data remotely only as required to provide technical support. If requested by the State, the Provider shall provide technical user support on a 24/7 basis.

B. IMPORT AND EXPORT OF DATA

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Provider or Licensee. This includes the ability for the State to import or export data to/from third parties.

C. NOTICES

In addition to any other notice requirements under the terms of the Agreement and those set forth above, any request, approval or notice in connection with this Agreement provided by Provider shall be provided in accordance with Section 7(H) of this Agreement.

11) REMEDIES

If Provider is in breach under any provision of this Agreement, the State shall have all of the remedies set forth in this Section and as otherwise provided in this Agreement and available under applicable law. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. TERMINATION FOR CAUSE AND/OR BREACH

The State may terminate this entire Agreement or any part of this Agreement. Exercise by the State of this right shall not be a breach of its obligations hereunder. Provider shall continue performance of this Agreement to the extent not terminated, if any.

i) Obligations and Rights

To the extent specified in any termination notice, Provider shall take timely, reasonable, and necessary action to protect and preserve Confidential Information in the possession or control of the Provider. All Confidential Information in the possession or control of Provider shall be immediately returned to the State as specified in this Agreement and Provider shall certify that no copies of Confidential Information remain in the possession or control of Provider.

ii) Vendor API Key Deactivation

Upon any breach of this Agreement, the State may deactivate Provider's Vendor API Key. Provider agrees that the Vendor API Key does not constitute any ownership and expressly waives any rights associated with the provision of information obtained with API Key. Provider specifically agrees it has no right to a hearing or other legal or administrative process regarding the deactivation of the Vendor API Key.

iii) Damages

Notwithstanding any other remedial action by the State, Provider shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Agreement by Provider.

iv) Early Termination in the Public Interest

If this Agreement ceases to further the public policy of the State, the State, in its sole discretion, may deactivate Provider's Vendor API Key and terminate this Agreement. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder.

v) Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

(a) Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of Provider's employees, agents, Subcontractors or permitted assigns whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Agreement is deemed to be contrary to the public interest or the State's best interest.

(b) Intellectual Property

If Provider infringes on a patent, copyright, trademark, trade secret, or other intellectual property right while performing the Services or providing the System, Provider shall, at the State's option (x) obtain the right to use such products and Services; (y) replace any goods, Services, or product involved with non- infringing goods, Services or products or modify such goods, Services or products so that they become non-infringing; or (z) if neither of the foregoing alternatives are reasonably available, remove any infringing goods, Services, or products.

B. PROVIDER RESPONSIBILITIES

In the event of a termination of the Agreement, the parties further agree that Provider shall implement an orderly return of State data in a format specified by the State and, as determined by the State, return the State data to State at no cost, at a time agreed to by the parties and the subsequent secure disposal of State data.

12) OTHER PROVISIONS

A. INDEMNIFICATION

Provider shall indemnify, save, and hold harmless the State, its directors, officers, employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Provider, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Agreement.

B. The State has no obligation to provide legal counsel or defense to the Provider or its Subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Agreement against the Provider or its Subcontractors as a result of or relating to the Provider's obligations under this Agreement.

C. The State has no obligation for the payment of any judgments or the settlement of any claims against the Provider or its Subcontractors as a result of or relating to the Provider's obligations under this Agreement. The Provider shall immediately notify the State of any claim or suit made or filed against the Provider or its Subcontractors regarding any matter resulting from or relating to the Provider's obligations under the Agreement, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed by a third party against the State as a result of or relating to the Provider's performance under this Agreement.

D. The Provider shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this Agreement, or which in any way might reasonably require access to the data of the State, unless prohibited by law from providing such notice. The Provider shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

13) RHODE ISLAND LAW PREVAILS

This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Rhode Island. Any dispute, controversy, claim or action arising out of this Agreement shall be brought and heard in the state or federal courts of Rhode Island, and all Parties waive any objection to the jurisdiction of these courts based upon convenience or otherwise. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions. The Parties agree that the State retains all such immunities, rights, benefits, and protections.

14) EMPLOYEE FINICIAL INTEREST/CONFLICT OF INTEREST

The signatories of this Agreement have no knowledge of a State employee having any personal or beneficial interest whatsoever in the System or Services described in this Agreement. Provider has no interests and shall not acquire any interest, direct or indirect, that would conflict in any

manner or degree with the performance of Provider's Services and Provider shall not employ any person having such known interests.

15) ENTIRE UNDERSTANDING

This Agreement represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. Facsimile and Portable Document Format ("PDF") copies of the Parties' signatures shall be treated as originals.

The Parties have caused their duly authorized representatives to execute this Agreement as of the date set forth above.

Provider: _____

Print Name: _____

Title: _____

Email: _____

Phone #: _____

Signature: _____

Date: _____

RHODE ISLAND DEPARTMENT OF BUSINESS REGULATION, THROUGH ITS OFFICE OF CANNABIS REGULATION

Print Name: _____

Title: _____

Email: _____

Phone #: _____

Signature: _____

Date: _____