

CONTRACTUAL AGREEMENT

This Agreement is made and entered into as of the effective date by and between the Department for Business and Trade of the UK (hereinafter referred to as "DBT") and America's Cultivation Corridor (hereinafter referred to as "ACC").

WHEREAS, ACC agrees to provide a six-week virtual program for UK scale-ups (hereinafter referred to as "Participants"); and

WHEREAS, DBT agrees to compensate ACC for the program as outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Scope of Services

ACC shall provide a six-week virtual program for a minimum of eight (8) Participants and a maximum of ten (10) Participants. The program shall include six (6) sessions covering the following topics:

- U.S. ecosystem overview
- Economics
- Building partnerships in the U.S. system
- Intellectual property and regulatory considerations
- Financing and tax matters
- Viewpoints from peers in the industry

Additionally, ACC shall provide a minimum of five (5) industry and/or research connections for the Participants, facilitating one-on-one engagements with potential partners and allies in the U.S.

2. Program Timing

The program shall take place during February and March of 2025, with an additional forty-five (45) days post-program to facilitate connections between UK businesses and industry leadership in the U.S.

3. Payment Terms

DBT agrees to pay ACC a total amount of \$24,000 for the program. The cost breakdown is as follows:

- [REDACTED] per Participant for the first eight (8) Participants.

[REDACTED]

- If there are nine (9) or ten (10) Participants, the 9th and 10th Participants will be free of charge.

Payment shall be submitted to the Greater Des Moines Partnership, ACC's financial agent, under the following terms:

- Payment shall be made within forty-five (45) days from the date of invoice submission.

0. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Iowa, USA, without regard to conflict of law principles.

1. Compliance with Data Protection Laws

The Parties shall comply with all applicable data protection legislation, including but not limited to the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, when processing Personal Data under this Agreement. Each Party shall ensure that any processing of Personal Data is lawful, fair, and transparent, with appropriate technical and organizational measures in place to protect such data.

2. Non-Performance and Remedies

In the event that ACC fails to fulfill its obligations under this Agreement, including but not limited to failing to provide the agreed-upon program sessions or industry connections, DBT shall provide written notice of the breach. ACC shall have fourteen (14) days from receipt of such notice to remedy the breach. If ACC fails to cure the breach within the specified period, DBT reserves the right to:

- Withhold any outstanding payments due under this Agreement until the breach is resolved.
- Require a partial refund proportional to the unmet obligations.
- Terminate this Agreement with immediate effect if the breach remains unresolved.

7. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, whether written or oral, regarding the subject matter herein. Any amendments must be made in writing and signed by both Parties.

[REDACTED]

[REDACTED]

8. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Department for Business and Trade for the UK

Authorized Representative: [REDCATED]

Title: [REDACTED]

Date: 12/2/2025

Signature

[REDACTED]

America's Cultivation Corridor

Authorized Representative: [REDACTED]

Title: [REDACTED]

Date: 11/2/2025

Signature

[REDACTED]