

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): April 15, 2025

**Medicine Man Technologies, Inc.**  
(Exact Name of Registrant as Specified in Its Charter)

**Nevada**  
(State or Other Jurisdiction of Incorporation)

**000-55450**  
(Commission File Number)

**46-5289499**  
(IRS Employer Identification No.)

**865 N. Albion St. Ste. 300**  
**Denver, Colorado**  
(Address of Principal Executive Offices)

**80220**  
(Zip Code)

**(303) 371-0387**  
(Registrant's Telephone Number, Including Area Code)

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Securities registered pursuant to Section 12(b) of the Act:**

<b>Title of Each Class</b>	<b>Trading Symbol(s)</b>	<b>Name of Each Exchange On Which Registered</b>
Not applicable	Not applicable	Not applicable

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

## **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On April 15, 2025, Medicine Man Technologies, Inc. (the “Company”) retained Bob Finley, a partner at FLG Partners, LLC (“FLG Partners”), a chief financial officer services and board advisory consulting firm, as the Company’s Interim Chief Financial Officer (principal financial officer and principal accounting officer). Mr. Finley has been retained to provide such services as a non-employee consultant of the Company while the Company conducts its ongoing search for a Chief Financial Officer. Mr. Finley’s appointment as the Company’s Interim Chief Financial Officer (principal financial officer and principal accounting officer) is effective as of April 21, 2025.

Mr. Finley joined FLG in 2020. He brings over 25 years of experience as a Chief Financial Officer, primarily within venture-backed, high-growth companies across multiple sectors, including cannabis. Mr. Finley has participated in seven M&A transactions and has overseen numerous equity financings, as well as raising and renegotiating debt from a range of providers. He began his career at KPMG as both an Auditor and Management Consultant. He subsequently held roles at Citigroup and AT&T before transitioning his focus to venture-backed enterprises. Mr. Finley holds a B.S. in Business Administration and an MBA from the University of California, Berkeley, and is a Certified Public Accountant (CPA), licensed in California (inactive).

In connection with retaining Mr. Finley as its Interim Chief Financial Officer, the Company entered into a Confidential Consulting Agreement with FLG Partners, effective April 15, 2025 (the “FLG Consulting Agreement”), pursuant to which the Company will pay FLG Partners \$100,000 per month for Mr. Finley’s services. The FLG Consulting Agreement requires that the Company indemnify Mr. Finley and FLG Partners in connection with Mr. Finley’s performance of services. The FLG Consulting Agreement has a 12 week term, however, it may be extended upon mutual written consent of both parties and is subject to termination by either party upon 30 days’ notice.

The foregoing summary of the FLG Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the FLG Consulting Agreement dated April 15, 2025, a copy of which is furnished as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

## **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<a href="#"><u>10.1 * , ** , +</u></a>	<a href="#"><u>FLG Consulting Agreement, dated April 15, 2025, by and between Medicine Man Technologies, Inc. and FLG Partners, LLC</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

\* Certain exhibits and schedules to the agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby undertakes to supplementally furnish copies of any omitted schedules to the Securities and Exchange Commission upon request.

\*\* Certain information has been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The Company hereby undertakes to supplementally furnish copies of any redacted information to the Securities and Exchange Commission upon request.

+ Indicates management contract or compensatory plan or arrangement.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**MEDICINE MAN TECHNOLOGIES, INC.**

By: /s/ Christine Jones

Christine Jones  
Chief Legal Officer

Date: April 21, 2025

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**CONFIDENTIAL CONSULTING AGREEMENT**

This Confidential Consulting Agreement (the “Agreement”) is executed as of the date shown on the signature page (the “Effective Date”), by and between FLG Partners, LLC, a California limited liability company (“FLG”), and the entity identified on the signature page (“Client”).

**RECITALS**

**WHEREAS**, FLG is in the business of providing certain financial services;

**WHEREAS**, Client wishes to retain FLG to provide and FLG wishes to provide such services to Client on the terms set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

**1. Services.**

- A. Commencing on the Effective Date, FLG will perform those services (the “Services”) described in one or more exhibits attached hereto. Such services shall be performed by the member or members of FLG identified in Exhibit A (collectively, the “FLG Member”).
- B. Client acknowledges and agrees that FLG’s success in performing the Services hereunder will depend upon the participation, cooperation and support of Client’s most senior management.
- C. Notwithstanding anything in Exhibit A or elsewhere in this Agreement to the contrary, neither FLG nor any of its members shall serve as an employee, an appointed officer, or an elected director of Client. Consistent with the preceding: (i) Client shall not appoint FLG Member as a corporate officer in Client’s corporate minutes; (ii) Client shall not elect FLG Member to its board of directors or equivalent governing body; and (iii) the FLG Member shall have no authority to sign any documents on behalf of Client, including, but not limited to, federal or state securities filings, tax filings, or representations and warranties on behalf of Client except as pursuant to a specific resolution(s) of Client’s board of directors or equivalent governing body granting such authority to FLG Member as a non-employee consultant to Client.
- D. The Services provided by FLG and FLG Member hereunder shall not constitute an audit, attestation, review, compilation, or any other type of financial statement reporting engagement (historical or prospective) that is subject to the rules of the Colorado Board of Accountancy, the AICPA, or other similar state or national licensing or professional bodies. Client agrees that any such services, if required, will be performed separately by its independent public accountants or other qualified consultants.
- E. During the term of this Agreement, Client shall not hire or retain the FLG Member as an employee, consultant or independent contractor except pursuant to this Agreement.

**2. Compensation; Payment; Deposit; Expenses.**

- A. As compensation for Services rendered by FLG hereunder, Client shall pay FLG the amounts set forth in Exhibit A for Services performed by FLG hereunder (the “Fees”). The Fees shall be net of any and all taxes, withholdings, duties, customs, bank fees, social contributions or other reductions imposed by any and all authorities which are required to be withheld or collected by Client or FLG, including ad valorem, sales, gross receipts or similar taxes, but excluding US income taxes based upon FLG’s or FLG Member’s net taxable income.
- B. Consistent with common practice in professional services, FLG reserves the right to increase the Fee set forth in Exhibit A no more frequently than annual anniversary of the Effective Date, and no sooner than at least twelve (12) months from the Effective Date. Notice of any such increase will be made no less than thirty (30) days in advance of such of Fee increase. The only exception is in the event the FLG Member and Client have mutually agreed, in writing, to an increase in fees prior to the dates noted herein.



## CONFIDENTIAL CONSULTING AGREEMENT

C. As additional compensation to FLG, Client will pay FLG the incentive bonus or warrants or options, if any, set forth in Exhibit A.

D. Client shall pay FLG all amounts owed to FLG under this

Agreement upon Client's receipt of invoice, with no purchase order required. Any invoices more than thirty (30) days overdue will accrue a late payment fee at the rate of one and 50/100 percent (1.5%) per month. FLG shall be entitled to recover all costs and expenses (including, without limitation, attorneys' fees) incurred by it in collecting any amounts overdue under this Agreement.

E. Client acknowledges that it shall promptly review all invoices submitted by FLG upon receipt. Any dispute related to the accuracy, completeness, or any other aspect of an invoice must be submitted in writing to FLG within fourteen (14) days of receipt of the invoice. Failure to raise a dispute within this timeframe shall be deemed an irrevocable acceptance of the invoice. Notwithstanding the above, in the event of a manifest error or a discrepancy acknowledged by FLG, the parties may mutually agree to extend the dispute resolution period.

F. Client hereby agrees to pay FLG a deposit as set forth on Exhibit

A (the "Deposit") to be held in its entirety as security for Client's future payment obligations to FLG under this Agreement. Upon termination of this Agreement, all amounts then owing to FLG under this Agreement shall be charged against the Deposit and the balance thereof, if any, shall be refunded to Client. In the event that the total amount of past due unpaid invoices exceeds the amount of the Deposit held by FLG, FLG reserves the right to stop providing services until such time as the outstanding balance is paid in full. FLG shall not be liable for any consequential damages, losses, or claims arising from a work stoppage initiated in accordance with this provision. If outstanding invoices remain unpaid for an extended period, FLG reserves the right to terminate the agreement for default, in accordance with the termination provisions outlined in Paragraph 4(C) of this Agreement.

G. Within fifteen (15) days of Client's receipt of an expense report from FLG's personnel performing Services hereunder, Client shall immediately reimburse FLG personnel directly for reasonable travel and out-of-pocket business expenses detailed in such expense report. Any required air travel, overnight accommodation and resulting per diem expenses shall be consistent with Client's travel & expense policies for Client's employed executive staff.

### 3. Relationship of the Parties.

A. FLG's relationship with Client will be that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. FLG is not the agent of Client and is not authorized to make any presentation, contract, or commitment on behalf of Client unless specifically requested or authorized to do so by Client in writing. FLG agrees that all taxes payable as a result of compensation payable to FLG hereunder shall be FLG's sole liability. FLG shall defend, indemnify and hold harmless Client, Client's officers, directors, employees and agents, and the administrators of Client's benefit plans from and against any claims, liabilities or expenses relating to such taxes or compensation.



## CONFIDENTIAL CONSULTING AGREEMENT

### 4. Term and Termination.

- A. The term of this Agreement shall be for the period set forth in Exhibit A.
- B. Either party may terminate this Agreement upon thirty (30) calendar days advance written notice to the other party.
- C. Either party may terminate this Agreement immediately upon a material breach of this Agreement by the other party and a failure by the other party to cure such breach within ten (10) days of written notice thereof by the non-breaching party to the breaching party.
- D. FLG shall have the right to terminate this Agreement immediately without advance written notice (i) if Client is engaged in, or requests that FLG or the FLG Member undertake or ignore any illegal or unethical activity, or (ii) upon the death or disability of the FLG Member.
- E. This Agreement shall be deemed terminated if during any six month period no billable hours occur, with the termination date effective on the date of the last billable hour therein.
- F. If at any time during this engagement there is a conversion of the FLG Member from 1099 to W2 with Client, then a placement fee shall be immediately payable to FLG. In addition, to the extent within one year of the end of this engagement Client directly hires, employs or retains the FLG Member or any FLG Member either via 1099 or W2, then Client will also immediately pay to FLG a placement fee. The Placement fee paid by Client to FLG will be equal to thirty percent (30%) of FLG Member's annual base salary including bonus that is agreed to by Client and the FLG Member. Client will not withhold any taxes from any placement fee paid to FLG.

### 5. Disclosures

- A. IRS Circular 230. To ensure compliance with requirements imposed by the IRS effective June 20, 2005, FLG hereby informs Client that any tax advice offered during the course of providing, or arising out of, the Services rendered pursuant to this Agreement, unless expressly stated otherwise, is not intended or written to be used, and cannot be used, for the purpose of: (i) avoiding tax-related penalties under the Internal Revenue Code, or (ii) promoting, marketing or recommending to another party any tax-related matter(s) said tax advice address(es).
- B. Attorney-Client Privilege. Privileged communication disclosed to FLG or FLG Member may waive the privilege through no fault of FLG. FLG strongly recommends that Client consult with legal counsel before disclosing privileged information to FLG or FLG Member. Pursuant to Paragraph 6, neither FLG nor FLG Member will be responsible for damages caused through Client's waiver of privilege, whether deliberate or inadvertent, by disclosing such information to FLG or FLG Member.

### 6. DISCLAIMERS AND LIMITATION OF LIABILITY.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SERVICES TO BE PROVIDED BY FLG AND FLG MEMBER (FOR PURPOSES OF THIS PARAGRAPH 6, COLLECTIVELY "FLG") HEREUNDER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. CLIENT RECOGNIZES THAT THE "AS IS" CLAUSE OF THIS AGREEMENT IS AN IMPORTANT PART OF THE BASIS OF THIS AGREEMENT, WITHOUT WHICH FLG WOULD NOT HAVE AGREED TO ENTER INTO THIS AGREEMENT. FLG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PROFESSIONAL SERVICES, INCLUDING ANY, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT REGARDING THE SERVICES PROVIDED HEREUNDER SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF FLG WHATSOEVER.**



## CONFIDENTIAL CONSULTING AGREEMENT

IN NO EVENT SHALL FLG BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO: LOST PROFITS; REVENUE OR SAVINGS; WAIVER BY CLIENT, WHETHER INADVERTENT OR INTENTIONAL, OF CLIENT'S ATTORNEY-CLIENT PRIVILEGE THROUGH CLIENT'S DISCLOSURE OF LEGALLY PRIVILEGED INFORMATION TO FLG; OR THE LOSS, THEFT, TRANSMISSION OR USE, AUTHORIZED OR OTHERWISE, OF ANY DATA, EVEN IF CLIENT OR FLG HAVE BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, FLG'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LAST TWO (2) MONTHS OF FEES PAYABLE BY CLIENT UNDER PARAGRAPH 2(A) OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT THE COMPENSATION PAID BY IT UNDER THIS AGREEMENT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT FLG WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THIS PARAGRAPH SHALL NOT APPLY TO EITHER PARTY WITH RESPECT TO A BREACH OF ITS CONFIDENTIALITY OBLIGATIONS.

A. As a condition for recovery of any amount by Client against FLG, Client shall give FLG written notice of the alleged basis for liability within ninety (90) days of discovering the circumstances giving rise thereto, in order that FLG will have the opportunity to investigate in a timely manner and, where possible, correct or rectify the alleged basis for liability; provided that the failure of Client to give such notice will only affect the rights of Client to the extent that FLG is actually prejudiced by such failure. Notwithstanding anything herein to the contrary, Client must assert any claim against FLG by the sooner of: (i) ninety (90) days after discovery; (ii) ninety (90) days after the termination of this Agreement; (iii) ninety (90) days after the last date on which the Services were performed; or, (iv) sixty (60) days after completion of a financial or accounting audit for the period(s) to which a claim pertains.

### 7. Indemnification.

A. FLG and FLG Member acting in relation to any of the affairs of Client shall, to the fullest extent permitted by law, as now or hereafter in effect, be indemnified and held harmless, and such right to indemnification shall continue to apply to FLG and FLG Member following the term of this Agreement out of the assets and profits of the Client from and against all actions, costs, charges, losses, damages, liabilities and expenses which FLG or FLG Member, or FLG's or FLG Member's heirs, executors or administrators, shall or may incur or sustain by or by reason for any act done, concurred in or omitted in or about the execution of FLG's or FLG Member's duty or services performed on behalf of Client; and Client shall advance the reasonable attorney's fees, costs and expenses incurred by FLG or FLG's Member in connection with litigation related to the foregoing on the same basis as such advancement would be available to the Client's officers and directors, PROVIDED THAT Client shall not be obligated to make payments to or on behalf of any person (i) in connection with services provided by such person outside the scope of Services contemplated by this Agreement, and not authorized or consented to by Client's CEO or Board of Directors, or (ii) in respect of any (a) gross negligence or willful misconduct of such person, or (b) negligence of such person, but only to the extent that FLG's errors and omissions liability insurance would cover such person for such negligence without regard to Client's obligation to indemnify FLG hereunder.



**CONFIDENTIAL CONSULTING AGREEMENT**

- B. FLG and FLG Member shall have no liability to Client relating to the performance of its duties under this Agreement except in the event of FLG’s or FLG Member’s gross negligence or willful misconduct.
- C. FLG and FLG Member agree to waive any claim or right of action FLG or FLG Member might have whether individually or by or in the right of Client, against any director, secretary and other officers of Client and the liquidator or trustees (if any) acting in relation to any of the affairs of Client and every one of them on account of any action taken by such director, officer, liquidator or trustee or the failure of such director, officer, liquidator or trustee to take any action in the performance of his duties with or for Client; PROVIDED THAT such waiver shall not extend to any matter in respect of any gross negligence or willful misconduct which may attach to any such persons.

**8. Representations and Warranties.**

- A. Each party represents and warrants to the other that it is authorized to enter into this Agreement and can fulfill all of its obligations hereunder.
- B. FLG and FLG Member warrant that they shall perform the Services diligently, with due care, and in accordance with prevailing industry standards for comparable engagements and the requirements of this Agreement. FLG and FLG Member warrant that FLG Member has sufficient professional experience to perform the Services in a timely and competent manner.
- C. Each party represents and warrants that it has and will maintain a policy or policies of insurance with reputable insurance companies providing the members, officers and directors, as the case may be, of itself with coverage for losses from wrongful acts. FLG covenants that it has an error and omissions insurance policy in place in the form provided to Client prior to or contemporaneously with the date of execution of this Agreement and will continue to maintain such policy or equivalent policy provided that such policy or equivalent policy shall be available at commercially reasonable rates.

**9. Property Rights/Intellectual Property.**

- A. All work that FLG or FLG Member create in performing the

Services shall be considered “work made for hire”. In the event a work is not construed to be a work made for hire, FLG and FLG Member hereby assign, and will continue to assign to Client all rights and interests in any developments, designs, inventions, improvements, trade secrets, trademarks, copyrightable subject matter, or proprietary information which FLG or FLG Member have made or conceived, or may make or conceive, either solely or jointly with others either on or off our premises: (a) while providing the Services to Client or (b) with the use of the time, materials or facilities of Client. All other rights, including, but not limited to, the residual memory of any methods, discoveries, developments, improvements, know-how, ideas, insights, analytical concepts and skills directly inherent to, or reasonably required for, the competent execution of FLG Member’s profession as a chief financial officer are reserved in their entirety by FLG and FLG Member.



## CONFIDENTIAL CONSULTING AGREEMENT

### 10. Miscellaneous.

- A. Any notice required or permitted to be given by either party hereto under this Agreement shall be in writing and shall be personally delivered or sent by a reputable courier mail service (e.g., Federal Express) or by facsimile or email transmission confirmed by reputable courier mail service, to the other party as set forth in this Paragraph 10(A). Notices will be deemed effective two (2) days after deposit with a reputable courier service or upon confirmation of receipt by the recipient from such courier service or the same day if sent by facsimile or email transmission and confirmed as set forth above.

If to FLG:

U. Heather Ogan  
FLG Partners, LLC  
228 Hamilton Ave., 3rd Floor,  
Palo Alto, CA 94301  
PO BOX 192304  
San Francisco, CA 94119 Tel: 415-508-4048, ext 201 Fax: 415-508-6896  
E-mail: [accounting@flgpartners.com](mailto:accounting@flgpartners.com)

If to Client: the address, telephone numbers and email address shown below Client's signature on the signature page.

- B. This Agreement will be governed by and construed in accordance with the laws of Delaware without giving effect to any choice of law principles that would require the application of the laws of a different jurisdiction.
- C. Any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement (including any other agreement(s) contemplated hereunder), including, without limitation, any action or claim based on tort, contract, or statute (including any claims of breach or violation of statutory or common law protections from discrimination, harassment and hostile working environment), or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement ("Claim"), shall be resolved by final and binding arbitration before a single arbitrator ("Arbitrator") selected from and administered by the Denver San Francisco office of JAMS (the "Administrator") in accordance with its then existing commercial arbitration rules and procedures. The arbitration shall be held in San Francisco, California. The Arbitrator shall, within fifteen (15) calendar days after the conclusion of the Arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The Arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief he or she deems just and equitable and within the scope of this Agreement, including, without limitation, an injunction or order for specific performance. Each party shall bear its own attorneys' fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrator; provided, however, the Arbitrator shall be authorized to determine whether a party is the prevailing party, and if so, to award to that prevailing party reimbursement for its reasonable attorneys' fees, costs and disbursements, and/or the fees and costs of the Administrator and the Arbitrator. The Arbitrator's award may be enforced in any court of competent jurisdiction. Notwithstanding the foregoing, nothing in this Paragraph 10(C) will restrict either party from applying to any court of competent jurisdiction for injunctive relief.



## CONFIDENTIAL CONSULTING AGREEMENT

- D. Neither party may assign its rights or delegate its obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party; provided, however, that FLG may assign its rights and delegate its obligations hereunder to any affiliate of FLG. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns.
- E. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.
- F. This Agreement, the Exhibits, and any executed Non-Disclosure Agreements specified herein and thus incorporated by reference constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements or understandings, express or implied, written or oral, between the parties with respect hereto. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.
- G. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the parties. The waiver by a party of any breach hereof for default in payment of any amount due hereunder or default in the performance hereof shall not be deemed to constitute a waiver of any other default or succeeding breach or default.
- H. Upon completion of the engagement hereunder FLG may place customary "tombstone" advertisements using Client's logo and name in publications of FLG's choice at its own expense, and/or cite the engagement in similar fashion on FLG's website only with Client's advance written permission.



**CONFIDENTIAL CONSULTING AGREEMENT**

- I. If Client discloses FLG Member’s name on Client’s website (such as in an executive biography, for example), press releases, SEC filings and other public documents and media, then Client shall include in the description of FLG Member a sentence substantially the same as “[FLG Member] is also a partner at FLG Partners, a leading CFO services firm in Silicon Valley.”
- J. If and to the extent that a party’s performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such party (each, a “Force Majeure Event”), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions of the non-performing party, then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means.
- K. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts together constitute one and the same instrument.
- L. This Agreement may be executed by facsimile signatures (including electronic versions of this document in Adobe Acrobat Portable Document Format form which contain scanned or secure, digitally signed signatures) by any party hereto and such signatures shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.
- M. Survivability. The following Paragraphs shall survive the termination of this Agreement: 6 (“Disclaimers and Limitation of Liability”); 7 (“Indemnification”); 8 (“Representations and Warranties”); 9 (“Work Product License”); and 10 (“Miscellaneous”).

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**CONFIDENTIAL CONSULTING AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

CLIENT:  
Medicine Man Technologies, Inc., dba Schwazze,  
a Nevada corporation.

FLG:  
FLG Partners, LLC,  
a California limited liability company.

By: Forrest Hoffmaster  
Signed: [Redacted]  
Title: CEO  
Address: 865 N Albion St., Suite 300  
Denver, CO 80220  
Tel: +1 (303) 371-0387  
Email: forrest.hoffmaster@schwazze.com

By: U. Heather Ogan  
Signed: [Redacted]  
Title: Administrative Partner  
Effective Date: April 15, 2025.

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**CONFIDENTIAL CONSULTING AGREEMENT**

**EXHIBIT A**

1. Description of Services: Interim CFO services typical for a publicly held corporation, starting April 21, 2025. Such services shall include tasks as outlined in Exhibit B.
2. FLG Member: Bob Finley
3. Fees: \$100,000 per month, for a maximum of 160 hours per month, billed semi-monthly on the 1<sup>st</sup> and 15<sup>th</sup> of each month.
4. Additional Compensation: None.
5. Deposit: \$50,000.
6. Term: 12 weeks, but may be extended upon mutual written consent of both Parties.
7. Non-Disclosure Agreement: FLG-Client Mutual Non-Disclosure Agreement dated April 15, 2025 (the "NDA"). FLG hereby expressly consents to the public disclosure of the existence of FLG's relationship with Client, by Client, provided that the terms and conditions herein shall remain confidential pursuant to the terms of the NDA.

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**CONFIDENTIAL CONSULTING AGREEMENT**

EXHIBIT B

[Redacted]

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