

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): May 24, 2023

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.)

4880 Havana Street, Suite 201
Denver, Colorado
(Address of Principal Executive Offices)

80239
(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:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange On Which Registered
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.

Medicine Man Technologies, Inc. (the “Company”) makes the following disclosures concerning the appointment of a new Chief Executive Officer and the transition of its former Chief Executive Officer and Executive Chairman to the position of Chairman of the Company’s Board of Directors (the “Board”). The Company received notice of the resignation of Justin Dye as the Company’s Chief Executive Officer effective May 24, 2023. The Company also received notice of Mr. Dye’s resignation as the Executive Chairman of the Board effective May 27, 2023. Mr. Dye’s decision to resign as Executive Chairman of the Board and as the Company’s Chief Executive Officer was not the result of any disagreement with the Company over any of its operations, policies or practices. Effective as of May 27, 2023, the Board accepted Mr. Dye’s resignation as the Executive Chairman of the Board and appointed Mr. Dye as Chairman of the Board. Mr. Dye will continue to serve as a Class B director of the Board until his successor has been duly elected and qualified, subject to his earlier death, resignation, retirement, disqualification, or removal.

In connection with Mr. Dye’s resignations and appointment as Chairman of the Board, the Company entered into an Agreement, dated May 27, 2023, between the Company and Mr. Dye (the “Chairman Agreement”) that governs the terms of Mr. Dye’s appointment as Chair of the Board. The Chairman Agreement supersedes and terminates all previous employment agreements entered into between Mr. Dye and the Company. The Chairman Agreement provides for compensation in the amount of \$300,000 per year, payable in (i) cash, (ii) shares of Company common stock, (iii) stock options, or (iv) restricted stock units, at the option of Mr. Dye; the agreement also contains a contingent cash severance obligation in the amount of \$350,000 in the event that Mr. Dye is removed from the Chairman position prior to May 27, 2024 other than for Cause (as defined in the Chairman Agreement). The Chairman Agreement also provides for the vesting of 100% of the stock option awards that were granted to Mr. Dye pursuant to his original employment agreements with the Company such that all of Mr. Dye’s stock option awards are fully vested as of the effective date of the Chairman Agreement. The Company will also reimburse Mr. Dye for Company-related travel expenses while Mr. Dye serves as Chairman of the Board and COBRA payments for 18 months following execution of the Chairman Agreement. The Chairman Agreement also contains certain restrictions and covenants, including provisions related to non-solicitation, competition, use of confidential and/or proprietary information, and compliance with applicable Company policies and procedures. The complete terms and conditions of Mr. Dye’s appointment as Chairman of the Board are set forth in the Chairman Agreement, dated May 27, 2023, between the Company and Justin Dye, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

On May 24, 2023, the Board appointed Nirup Krishnamurthy, 60, as the Company’s Chief Executive Officer. Mr. Krishnamurthy was first employed by the Company as a consultant starting March 1, 2020, and he previously served as the Company’s Chief Information and Integration Officer from June 2019 to September 2020, Chief Operating Officer from September 2020 to October 2022, and President starting in October 2022. Mr. Krishnamurthy also serves as a Class B director on the Board. Since May 2018, Mr. Krishnamurthy has been a partner with Dye Capital, a private equity firm that focuses on investing in growth companies in disruptive industries and one of the Company’s largest stockholders. In addition to his work with Dye Capital, Mr. Krishnamurthy previously served as managing director of EBIT+ LLC (“EBIT+”), a management consulting firm he founded in January 2016; EBIT+ works with executive management to improve revenues and margins while reducing operating costs. From September 2011 through December 2015, Mr. Krishnamurthy was EVP and Chief Strategy Officer & Chief Information Officer with The Great Atlantic and Pacific Tea Company (“A&P”), a grocery store chain, where he was responsible for the information services, digital commerce, supply chain & logistics, strategic sourcing and retail space planning functions for A&P. Mr. Krishnamurthy has also held senior management positions with companies including Northern Trust Corporation and United Airlines, Inc.

As compensation for his appointment, the Company awarded Mr. Krishnamurthy compensation in the following forms and amounts: (i) \$475,000 in base annual salary, (ii) a one-time lump sum bonus payment of \$100,000, payable in cash, (iii) options to purchase 800,000 shares of the Company’s common stock at an exercise price of the Company’s closing stock price on May 24, 2023, vesting in four equal installments on the first, second, third, and fourth anniversary of Mr. Krishnamurthy’s appointment, (iv) 1,600,000 restricted stock units vesting in four equal installments on the effective date of Mr. Krishnamurthy’s appointment and the following three anniversaries thereafter, and (v) the opportunity to participate in the Company’s short-term and long-term compensation incentive plans upon adoption and implementation by the Company.

The complete terms and conditions of Mr. Krishnamurthy’s appointment and employment with the Company are set forth in the Amended and Restated Employment Agreement, dated May 24, 2023, between Mr. Krishnamurthy and the Company, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Mr. Krishnamurthy is an indirect partial owner of Tella Digital, an entity that provides on-premise digital experience solutions for the Company’s retail dispensary locations. As of December 31, 2022 and 2021, the Company recorded expenses owed to Tella Digital of \$382,622 and \$214,908, respectively.

Item 7.01 Regulation FD Disclosure.

On May 31, 2023, the Company issued a press release announcing the resignation of Mr. Dye and appointment of Mr. Krishnamurthy as the Company’s Chief Executive Officer. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

The information under Item 7.01 of this Current Report on Form 8-K and the press release attached as Exhibit 99.1 are being furnished by the Company pursuant to Item 7.01. In accordance with General Instruction B.2 of Form 8-K, the information under Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. In addition, this information shall not be deemed incorporated by reference into any of the Company’s filings with the Securities and Exchange Commission, except as shall be expressly set forth by specific reference in any such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<u>10.1</u> *, **, + <u>10.2</u> +	<u>Agreement, dated May 27, 2023, by and between Medicine Man Technologies, Inc. and Justin Dye</u> <u>Amended and Restated Employment Agreement, dated May 24, 2023, by and between Medicine Man Technologies, Inc. and</u> <u>Nirup Krishnamurthy</u>
<u>99.1</u> 104	<u>Press Release, dated May 31, 2023</u> 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.

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: May 31, 2023

AGREEMENT

THIS AGREEMENT (this “**Agreement**”) is made as of this 27th day of May 2023 (the “**Effective Date**”) by and between Justin Dye, an individual (hereinafter referred to as “**Dye**”), and MEDICINE MAN TECHNOLOGIES, INC., a corporation duly organized under the laws of the state of Nevada and having its principal place of business at 4880 Havana Street, Suite 201 South, Denver, Colorado 80239 and its affiliates and subsidiaries (hereinafter referred to as “**MMT**” or the “**Company**”). The existence of this Agreement will be announced publicly by MMT in MMT’s sole discretion.

RECITALS

A. Dye is currently employed by the Company as its Chief Executive Officer and Executive Chairman pursuant to that certain employment agreement dated as of December 5, 2019, by and between the Company and Dye, as amended by the First Amendment to Justin Dye Employment Agreement, dated June 14, 2021 (as amended, the “**Employment Agreement**”); and

B. Dye and the Company have agreed that Dye shall resign as Chief Executive Officer and modify his role from Executive Chairman to Chairman of the Company, subject to the terms and conditions set forth herein; and

C. The Company and Dye desire to enter into this agreement and terminate the Employment Agreement and all provisions, rights, duties and obligations contained therein except as specifically provided herein.

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

1. **POSITION.** Upon execution of this Agreement Dye will resign as Chief Executive Officer of the Company and modify his position from Executive Chair to Chair of the Board of Directors of the Company (the “**Board of Directors**”). Dye will have all authority and responsibility customarily incident to the role of a chair of the Board of Directors and consistent with the Company’s Bylaws.
2. **TERM AND TERMINATION.**
 - a. **Term.** Dye’s position as Chair of Board of Directors shall be effective as of the date of this Agreement and shall continue consistent with Section 4.1(c) of the Company’s Bylaws (“**Term**”).
 - b. **Termination.** This Agreement shall terminate upon Dye’s voluntary resignation or Dye’s removal as Chair of the Board of Directors consistent with the Company’s Bylaws. If Dye is removed as Chair prior to the first anniversary of the Effective Date other than for Cause (as determined by all directors with the exception of Dye), the Company agrees to pay Dye a cash amount equal to \$350,000 (which equates to the severance Dye would have been entitled to under the Employment Agreement). Such payment shall be made no more than 10 business days after Dye’s removal notwithstanding the termination of this Agreement.

As used herein, removal or termination for Cause shall mean Dye has (a) committed an act constituting dereliction of duties or gross negligence which has resulted in or is likely to result in a material adverse effect on the Company, but only after written notice and a thirty (30) day chance to cure, unless such a cure period would be fruitless; (b) committed a material breach of any provision of this Agreement or any obligation to the Company, in each case, which has resulted in or is likely to result in a material adverse effect on the Company, that, if curable, has not been cured by Dye within thirty (30) days of written notice from the Company describing such breach in reasonable detail; (c) refused, after notice thereof, to perform specific lawful directives within the scope of his duties described in this Agreement; (d) failed to comply with the Company's written policies or rules (as applicable pursuant to this Agreement) during the term of this Agreement, which failure has resulted in or is likely to result in a material adverse effect on the Company, that, if curable, has not been cured by Dye within thirty (30) days of written notice from the Company describing such failure in reasonable detail; (e) deliberately misappropriated any money or other assets or properties of the Company or its subsidiaries outside of his purview; (f) made willful and unauthorized disclosures of any Company trade secrets or financial information or data which has resulted, or is likely to result, in material and demonstrable damage to the Company; (g) has intentionally violated the Company's Conflicts Policies (as defined below); or (h) been convicted of or entered a plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent), if such felony is work-related, materially impairs Dye's ability to perform services for the Company or results in material reputational or financial harm to the Company or its affiliates.

3. **COMPENSATION.**

- a. Company agrees to pay to Dye during the Term of this Agreement, an amount equal to \$300,000 per annum ("Compensation"), payable, at the election of Dye, in cash or shares of Company common stock, restricted stock units, or stock options. Any cash payment shall be made in quarterly installments in advance of each such quarter, commencing no later than 10 business days after the Effective Date. This Compensation shall fully compensate Dye for his position as Chair on the Board of Directors, and Dye shall not be entitled to any additional compensation regularly paid to non-executive directors.
- b. The Company acknowledges that it granted to Dye, effective as of the date of the Employment Agreement (the "**Date of Grant**"), an option to purchase all or any part of 2,000,000 shares of the common stock of the Company (the "**Common Stock**") at a purchase price equal the closing price of the Company's Common Stock as reported on the trading market in which the Common Stock trades on the Date of Grant (the "**Option**"). The Option vests and becomes exercisable in accordance with the following vesting schedule: (i) 500,000 shares of Common Stock subject to the Option vested and became exercisable on the first anniversary of the effective date of the Employment Agreement; (ii) an additional 500,000 shares of Common Stock subject to the Option vested and became exercisable on the second anniversary of the effective date of the Employment Agreement; (iii) an additional 500,000 shares of Common Stock subject to the Option vested and became exercisable on the third anniversary of the effective date of the Employment Agreement; and (iv) the remaining 500,000 shares of Common Stock subject to the Option will vest and become exercisable on the fourth anniversary of the effective date of the Employment Agreement, such that the Option would be fully vested as of such date. The Company shall take all steps necessary to ensure that the Option will remain outstanding and effective in all respects with any termination or exercise period taking Dye's service as Chair or as a director of the Company into account to the same extent his service as an employee of the Company.

- c. Notwithstanding the vesting schedule and conditions set forth above, the remaining shares of Common Stock subject to the Option shall vest and become exercisable upon execution of this Agreement such that 100% of the 2,000,000 shares of Common Stock subject to the Option will be vested and exercisable. For purposes of this Agreement, "Change in Control" means (i) the purchase or other acquisition (other than from the Company) by any person, entity or group of persons, within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Act") (excluding for this purpose, the Company or its subsidiaries or any employee benefit plan of the Company or its Subsidiaries), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Act) of 50% or more of either the then-outstanding shares of Common Stock of the Company or the combined voting power of the Company's then-outstanding voting securities entitled to vote generally in the election of directors; or (ii) approval by the stockholders of the company of a reorganization, merger or consolidation, in each case with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 50% of, respectively, the Common Stock and the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated corporation's then-outstanding voting securities, or of a liquidation or dissolution of the Company's or of the sale of all or substantially all of the assets of the Company.
- d. All shares of Common Stock issued pursuant to the Option to Dye may be sold in public transactions at a daily rate of no more than 5% of the preceding five-day average volume of the Company's Common Stock on any given trading day. Notwithstanding the foregoing, the limits under this leak-out provision do not apply in the event of a Change in Control of the Company.
- e. During the first 18 months of the Effective Date of this Agreement provided that Dye is Chair of the Board of Directors, the Company shall reimburse Dye for his COBRA payments.
- f. Dye and Company agree that notwithstanding any written policies relating to travel the Company may have from time to time, the Company shall reimburse Dye for expenses related to travel for Schwazze business only, which travel shall be consistent with the Company's Travel & Expense Policy.

During the Term, Dye acknowledges and agrees to comply with the terms and conditions in the attached Exhibit A, Insider Trading Acknowledgement.

- 4. **RECORDS.** Upon termination of this Agreement, Dye shall not be entitled to keep or preserve records of the Company, except for any employee files or records relating to Dye. Dye shall at any time be entitled to receive copies of his personnel files with 10 days' notice to the Company, noting that should this provision be utilized only the most recent files not provided in any earlier request shall be provided.
- 5. **NON-SOLICITATION.**
 - a. Current Employees & Voluntary Terminated Employees. For the first ninety (90) days from the Effective Date of this Agreement, neither Dye nor any entity controlled by Dye shall solicit, hire, induce, recruit or otherwise retain (or participate in soliciting, hiring, inducing, recruiting or otherwise retaining) for the purposes of employment, consulting or similar services any individual who (i) is employed by the Company ("Current Employee") or (ii) has voluntarily terminated his or her employment with the Company ("Voluntary Terminated Employee"). After the initial ninety (90) days and for the remainder of the Term, Dye and/or any entity controlled by Dye may notify the Company of its desire to hire or otherwise retain a Current Employee or Voluntary Terminated Employee whereupon the CEO and the Company's Nominating and Corporate Governance Committee together will evaluate the request, to the extent practicable, within five (5) business day of receipt of the request and, if they approve the hiring/retention (which approval shall be reasonable, taking into consideration both the best interests of the Employee and the Company), will thereafter develop a transition plan that must be adhered to as a condition of the approval.

- b. Terminated Employees. Dye may solicit, hire, induce, recruit or otherwise retain any individual who has been terminated by the Company.
- c. In the event that Dye fails to comply with any provisions of this Section 5, Dye hereby authorizes the Company to seek to obtain a restraining order which would restrain and enjoin Dye or any third party being assisted by Dye in violating such provisions.

6. **PROPRIETARY AND CONFIDENTIAL INFORMATION.**

- a. For purposes herein, Company's proprietary and confidential information and trade secrets (hereinafter "Proprietary and Confidential Information") includes:
 - i. Information concerning Company's business, product development, marketing analysis, and related information including prices, terms and other trade secrets related to Company's customer lists and customers' business affairs, and related information;
 - ii. Discoveries, concepts and ideas; techniques and processes, whether copyrightable or not, including, but not limited to, techniques, data and improvements thereof, concerning present or future activities of Company, and any products, potential products or prototype concepts of Company;
 - iii. Information relating to research, development, invention, purchasing, merchandising, marketing, distribution, cultivation operations, manufacturing, retail store operation, loyalty programs, acquisition strategy and merger integration (collectively the "**Schwazze Playbook**"); and
 - iv. Any proprietary and confidential information relating to research and development undertaken by Company, its successors and assigns.

Notwithstanding the foregoing, Proprietary and Confidential Information shall not include information which is: (a) of record known or in the files of Dye at time that Company's Proprietary and Confidential Information is disclosed; or (b) either has become or becomes available to the public through no fault of Dye; or (c) is received by Dye, from any third party which has the right to disclose it.

- b. With respect to its Proprietary and Confidential Information as defined in (a) above, Company retains all rights and interest, which rights include but are not limited to: patent, process patent, copyright, trademark, trade secret or any other form of proprietary right. Dye agrees that all Proprietary and Confidential Information of Company is protected by law and may not be used or disclosed by Dye except pursuant to Dye's discharge of his duties as Chair or otherwise as instructed by the Board. Except to the extent instructed by the Board, Dye agrees to safeguard Company's Proprietary and Confidential Information with no less care than he would reasonably use in safeguarding his own valuable proprietary information and trade secrets. Except to the extent pursuant to Dye's discharge of his duties to the Company or as instructed by the Board, Dye agrees to take appropriate steps to preserve the complete confidentiality of Company's Proprietary and Confidential Information by all appropriate measures.

- c. Dye agrees that, except as required by Company or as reasonably necessary in performance of his duties for Company or as instructed by the Board, he will:
- i. not copy or duplicate Company's Proprietary and Confidential Information, nor allow anyone else to copy or duplicate the same, without the written permission of Company;
 - ii. not directly or indirectly use, sell, disseminate or otherwise disclose Company's Proprietary and Confidential Information;
 - iii. not create or attempt to create or authorize others to create, duplicate or derivative works containing all or part of Company's Proprietary and Confidential Information;
 - iv. upon termination of this Agreement, to the extent reasonably possible return all of Company's Proprietary and Confidential Information which is within Dye's possession or control at that time to Company; and
 - v. notify Company immediately upon learning of any unauthorized possession, use or disclosure of Company's Proprietary and Confidential Information to which Dye has had access under this Agreement. Dye will promptly furnish Company all known details of such unauthorized possession, use or disclosure and will cooperate at Company's sole expense with Company in any litigation against any parties undertaken by Company to protect its rights to its Proprietary and Confidential Information. Dye's compliance with this subparagraph shall not be construed as a waiver of any of Company's rights under this Agreement.
- d. In the event of a breach or threatened breach by Dye of the provisions of this Agreement, Company shall be entitled to seek an injunction restraining Dye from such breach, and Company may also pursue any and all other remedies available to it for threatened or actual breach, including recovery of damages from Dye.

7. **OTHER ACTIVITIES.**

- a. Subject to any fiduciary obligations owed by Dye to the Company, the Company agrees and acknowledges that (a) Dye is a principal of Dye Capital & Company, LLC, a private equity firm (collectively with its affiliates, "**Dye Capital**") that invests in various companies across industries.
- b. Dye acknowledges that during his term as a director of the Company, in addition to other Board policies and procedures, Dye is subject to the Code of Ethical Business Conduct and Conflicts of Interest/Corporate Opportunity Process as set forth in Exhibit B (together, the "**Conflicts Policies**"), with respect to opportunities that may constitute a corporate opportunity and/or conflicts of interest.

- c. Except as provided for in (d) below, the Company acknowledges and agrees that to the extent Dye fully complies with and follows the Conflicts Policies, Dye shall have satisfied his fiduciary duties as it relates to any corporate opportunity and/or conflict of interest. The Company further acknowledges and agrees that (i) its policy regarding director conflicts and corporate opportunities is limited to the Conflict Policies, and (ii) the Company will not assert any other constraint, right or process as it relates to a corporate opportunity.
 - d. While Dye is Chair, he agrees not to raise capital for any private equity or similar fund controlled directly or indirectly by Dye which fund intends to acquire controlling equity interests in multiple unrelated businesses primarily engaged in the cultivation, processing or distribution of cannabis products. Without limiting the foregoing, for the avoidance of doubt, this provision will not apply to capital raised (i) on a deal by deal basis so that the funds raised will be specifically for the deal involved and no other deals, (ii) relating to real estate used in cannabis businesses or (iii) relating to debt financing of cannabis businesses provided, however, that (i), (ii) and (iii) may not involve deals, businesses or transactions in states in which the Company currently operates or the Company has designated as a high potential expansion market for the Company as listed in Exhibit C hereto (which list may be modified from time-to-time by approval of a majority of the Board) and that, in all such respects, Dye has complied with the Conflicts Policy.
 - e. Further, the Company acknowledges that after Dye is no longer a member of the Board of Directors, neither the Conflicts Policies nor any other similar or replacement Conflicts of Interest/Corporate Opportunity policies will apply to Dye or any affiliate of Dye who is not a member of the Board of Directors, notwithstanding Dye or any affiliate of Dye having a right relating to the appointment of a director or observer of the Board of Directors. The Company agrees that it will not adopt any replacement or amendment to the Conflicts Policy that would be applicable to Dye without unanimous Board approval, which shall not be unreasonably withheld.
8. **NOTICES.** Any notices or other communications given hereunder shall be complete upon certified mailing to that party, in the case of the Company, to the Company's Board of Director's at the address of the Company's principal office, and in the case of Dye, to the most recent address provided by Dye to the Company.
9. **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the terms of this Agreement, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid and unenforceable provisions there shall be added automatically as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
10. **MANDATORY ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof Such Arbitration shall take place in the City and County of Denver, Colorado.

11. **ATTORNEYS FEES AND COSTS.** In the event of a dispute arising between the parties hereto, and said dispute becomes subject to any arbitration and/or litigation relating to the rights, duties and/or obligations arising out of this Agreement, the prevailing party in such action shall be entitled to recover all applicable costs of said action, including but not limited to, reasonable attorney's fees.
12. **AMENDMENTS.** This Agreement may only be amended by the mutual consent of all the parties hereto, which Amendment shall be in writing duly executed by the parties.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement between the parties hereto with regard to all matters herein. This Agreement supersedes and replaces any and all such prior agreements and understandings, including the Employment Agreement. Further, the Employment Agreement is hereby terminated in all respects, and all rights and obligations of the parties thereto are no longer in force or effect, except as set forth in this Agreement. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto.
14. **JURISDICTION.** This Agreement shall be construed in accordance with the laws of the State of Colorado.
15. **NON-WAIVER.** A delay or failure by either party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right herein.
16. **BINDING EFFECT.** The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.
17. **SECTION 409A.** This Agreement and the various provisions within it are intended to either be exempt from or to meet the requirements of Section 409A of the Code, and shall be interpreted and construed consistent with that intent.
 - a. To the extent that any reimbursement, in-kind benefit or other, similar plan or arrangement in which Dye participates during the term of this Agreement or thereafter provides for a "deferral of compensation" within the meaning of Section 409A of the Code, (a) the amount eligible for reimbursement or payment under such plan or arrangement in one calendar year may not affect the amount eligible for reimbursement or payment in any other calendar year, (b) subject to any shorter time periods provided herein or the applicable plans or arrangements, any reimbursement or payment of an expense under such plan or arrangement must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred, and (c) Dye's right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.
 - b. A termination of service or words to similar effect shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits that constitute a "nonqualified deferred compensation" under Section 409A of the Code that is payable upon or following a termination of employment unless such termination constitutes a "separation from service" within the meaning of Section 409A of the Code and, for purposes of any such provision of this letter agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service."

- c. Notwithstanding any other payment schedule provided herein to the contrary, if Dye is deemed on the date of his separation from service to be a “specified employee” within the meaning of that term under Section 409A(a)(2)(B) of the Code, then with regard to any payment that is considered “nonqualified deferred compensation” under Section 409A of the Code payable on account of a “separation from service,” such payment shall be made on the date which is the earlier of (A) the expiration of the six-month period measured from the date of the Dye’s “separation from service”, and (B) the date of the Dye’s death (the “**Delay Period**”) to the extent required under Section 409A of the Code. Upon the expiration of the Delay Period, all payments delayed pursuant to this Section 16 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid to the Dye in a lump sum, and all remaining payments due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

MEDICINE MAN TECHNOLOGIES, INC.

/s/ Christine Jones

By: Christine Jones, Chief Legal Officer

/s/ Justin Dye

Justin Dye

Exhibit A

Insider Trading Acknowledgement

[omitted]

Exhibit B

Conflicts Policy

[omitted]

** Certain identified information has been excluded from this Exhibit as it is both not material and is the type of information that the registrant treats as private or confidential **

Exhibit C

Schwazze High Potential Expansion Markets

[redacted]

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this 24th day of May 2023 ("Effective Date") by and between Nirup Krishnamurthy, an individual (hereinafter referred to as the "Executive"), and MEDICINE MAN TECHNOLOGIES, INC. ("MMT"), a corporation duly organized under the laws of the state of Nevada and having its principal place of business at 4880 Havana Street, Suite 201 South, Denver, Colorado 80239 and its affiliates and subsidiaries (hereinafter referred to as the "Employer" or the "Company"). Executive and Company may hereinafter be referred to jointly as the "Parties."

WITNESSETH:

WHEREAS, Executive and Company previously entered into an employment agreement on March 1, 2020 ("2020 Employment Agreement"), as amended by the First Amendment to Employment Agreement dated March 1, 2020 ("First Amendment") and the Second Amendment to Employment Agreement dated October 5, 2022 ("Second Amendment"). Together, the 2020 Employment Agreement and the First Amendment and Second Amendment are collectively referred to as the "Original Employment Agreement"; and

WHEREAS, the Parties desire to amend and restate the Original Employment Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. **EMPLOYMENT.** Executive's employment shall continue under this Agreement commencing on the Effective Date. The Company hereby employs, and Executive hereby agrees, to be employed by Company as the Company's Chief Executive Officer ("CEO").
2. **DUTIES.** In his capacity as CEO, Executive shall perform his duties to the best of his abilities, subject to the oversight of the Company's Board of Directors. Such duties shall include, by not be limited to, the following:
 - Providing visionary leadership that will inspire the Company employees and help to drive innovation across all aspects of the Company's business.
 - Developing and implementing strategies that will allow the Company to expand its market share and increase profitability.
 - Building and maintaining strong relationships with key stakeholders, including employees, customers, partners, and investors.
 - Ensuring that the Company is always in compliance with relevant laws, regulations, and industry standards.
 - Collaborating with the Board of Directors to establish and achieve Company-wide goals and objectives.
 - Identifying and pursuing new growth opportunities that will help to cement the Company's position as a leader in the industry.

3. **TERM.** Executive's employment hereunder shall be effective as of the date of this Agreement and shall continue unless terminated pursuant to Section 8 of this Agreement.

4. **COMPENSATION.**

- a. **Base Salary.** Employer agrees to pay to Executive during the Term of this Agreement a base gross salary of \$475,000.00 per annum ("Base Salary"), payable in equal installments on a bi-weekly basis, due and payable on those days of the month where Employer customarily makes salary payments to its other Executives. Employer shall be responsible for deduction from each salary payment tendered to Executive herein all applicable withholding and other employment taxes imposed by state and federal tax regulations. The Company's Board of Directors may periodically increase Executive's annual Base Salary at its sole discretion.
- b. **Signing Bonus.** Upon execution of this Agreement, the Company shall pay to Executive a lump sum cash bonus in the amount of \$100,000, subject to normal withholdings, as a signing bonus.
- c. **Stock Options.**
 - i. **First Option.** On June 5, 2019 ("First Option Grant Date"), Executive was granted the option to purchase all or any part of 300,000 of the common stock of the Company (the "Common Stock") at an exercise price per share of \$1.26 (the "First Option"). The First Option vested and became exercisable in accordance with the following vesting schedule: (aa) 150,000 shares of Common Stock subject to the First Option vested and became exercisable on the first anniversary of the First Option Grant Date; (bb) an additional 150,000 shares of Common Stock subject to the First Option vested and became exercisable on the second anniversary of the First Option Grant Date, such that the First Option became fully vested and exercisable as of such date.
 - ii. **Second Option.** On March 5, 2020 ("Second Option Grant Date"), Executive was granted the option to purchase all or any part of 300,000 of the Common Stock at an exercise price per share of \$1.26 (the "Second Option"). The Second Option shall vest and become exercisable in accordance with the following vesting schedule: (aa) 150,000 shares of Common Stock subject to the Second Option vested and became exercisable on June 4, 2022; (bb) an additional 150,000 shares of Common Stock subject to the Second Option will vest and become exercisable on June 4, 2023, such that the Second Option shall be fully vested and exercisable as of such date.

- iii. Third Option. On December 15, 2020 (“Third Option Grant Date”), Executive was granted the option to purchase all or any part of 400,000 of the Common Stock at an exercise price per share of \$1.26 (the “Third Option”). The Third Option shall vest and become exercisable in accordance with the following vesting schedule: (aa) 100,000 shares of Common Stock subject to the Third Option vested and became exercisable on the first anniversary of the Third Option Grant Date; (bb) an additional 100,000 shares of Common Stock subject to the Third Option vested and became exercisable on the second anniversary of the Third Option Grant Date; (cc) an additional 100,000 shares of Common Stock subject to the Third Option will vest and become exercisable on the third anniversary of the Third Option Grant Date; and (dd) the remaining 100,000 shares of Common Stock subject to the Third Option will vest and become exercisable on the fourth anniversary of the Third Option Grant Date, such that the Third Option shall be fully vested and exercisable as of such date.

- iv. Fourth Option. On October 12, 2022 (“Fourth Option Grant Date”), Executive was granted the option to purchase all or any part of 200,000 of the Common Stock at a purchase price that equaled the closing price of the Company’s Common Stock as reported on the trading market in which the Common Stock traded on the Fourth Option Grant Date (the “Fourth Option”). The Fourth Option shall vest and become exercisable in accordance with the following vesting schedule: (aa) 50,000 shares of Common Stock subject to the Fourth Option will vest and become exercisable on the first anniversary of the Fourth Option Grant Date; (bb) an additional 50,000 shares of Common Stock subject to the Fourth Option will vest and become exercisable on the second anniversary of the Fourth Option Grant Date; (cc) an additional 50,000 shares of Common Stock subject to the Fourth Option will vest and become exercisable on the third anniversary of the Fourth Option Grant Date; and (dd) the remaining 50,000 shares of Common Stock subject to the Fourth Option will vest and become exercisable on the fourth anniversary of the Fourth Option Grant Date, such that the Fourth Option shall be fully vested as of such date.

- v. Fifth Option. Pursuant to this Agreement, the Company grants to Executive the option to purchase all or any part of 800,000 of the Common Stock at a purchase price that equaled the closing price of the Company’s Common Stock as reported on the trading market in which the Common Stock trades on the Effective Date of this Agreement (the “Fifth Option”). The Fifth Option shall vest and become exercisable in accordance with the following vesting schedule: (aa) 200,000 shares of Common Stock subject to the Fifth Option will vest and become exercisable on the first anniversary of the Effective Date of this Agreement; (bb) an additional 200,000 shares of Common Stock subject to the Fifth Option will vest and become exercisable on the second anniversary of the Effective Date of the this Agreement; (cc) an additional 200,000 shares of Common Stock subject to the Fifth Option will vest and become exercisable on the third anniversary of the Effective Date of this Agreement; and (dd) the remaining 200,000 shares of Common Stock subject to the Fifth Option will vest and become exercisable on the fourth anniversary of the Effective Date of this Agreement, such that the Fourth Option shall be fully vested as of such date.

- d. Restricted Stock. On the Effective Date of this Agreement, the Company will grant to Executive 1,600,000 Restricted Stock Units ("RSUs) in accordance with the following vesting schedule: (i) 400,000 on the Effective Date of this Agreement; (ii) an additional 400,000 on the first anniversary of the Effective Date of this Agreement; (iii) 400,000 on the second anniversary of the Effective Date of this Agreement and (iv) the remaining 400,000 on the third anniversary of the Effective Date of this Agreement, such that the all of the RSUs shall be fully vested as of such date.
 - e. Short-Term Incentive Plan. During each calendar year that Executive is employed from the Effective Date of this Agreement, Executive shall participate in the Company's annual short-term incentive compensation plan (the "STIP"), and Executive's STIP target shall be set at 100% of his then annualized Base Salary with the ability to earn up to 150% of his then annualized Base Salary.
 - f. Long-Term Incentive Plan. During each calendar year that Executive if employed from the Effective Date of this Agreement, Executive shall participate in the Company's annual long-term incentive compensation plan (the "LTIP"), and Executive's LTIP target shall be set at 100% of his then annualized Base Salary.
 - g. Liquidation. All shares of Common Stock issued pursuant to Executive pursuant to this Agreement or in the future while Executive is employed with the Company may be liquidated by the Executive solely at his option at a daily rate of no more than 5% of the preceding five (5) day average volume of the Company's Common Stock on any given trading day. Notwithstanding the foregoing, the limits under this leak-out provision do not apply in the event of a Change in Control (as defined below) of the Company.
5. **CHANGE OF CONTROL**. Notwithstanding the vesting schedule and conditions set forth above, 100% of any unvested portion of Executive's Options, Restricted Stock or Incentive compensation shall vest and become exercisable in the event of a "Change in Control." For purposes of this Agreement, "Change in Control" means (i) the purchase or other acquisition (other than from the Company) by any person, entity or group of persons, within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Act") (excluding for this purpose, the Company or its subsidiaries or any Executive benefit plan of the Company or its Subsidiaries), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Act) of 50% or more of either the then-outstanding shares of Common Stock of the Company or the combined voting power of the Company's then-outstanding voting securities entitled to vote generally in the election of directors; or (ii) approval by the stockholders of the company of a reorganization, merger or consolidation, in each case with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 50% of, respectively, the Common Stock and the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated corporation's then-outstanding voting securities, or of a liquidation or dissolution of the Company's or of the sale of all or substantially all of the assets of the Company.

6. **BENEFITS.**

- a. During the term of the Agreement, Executive shall be eligible to participate in Company-established incentive, stock purchase, savings, retirement (401(k)), and welfare benefit plans, including, without limitation, group health, medical, dental, vision, life and disability insurance plans, in the same manner and at the same levels as the Company makes such opportunities available to the Company's senior executive level Executives.
- b. Executive shall be entitled to the Company's Flexible PTO program and follow the Corporate Holiday Schedule, which is published at the beginning of each calendar year. Such PTO shall be taken at such time or times as will be mutually agreed-upon between Executive and the Company.
- c. Executive and Company understand that Executive shall not be required to reside full time in Denver, Colorado and shall commute at certain times to the Company's offices in Denver, Colorado. Executive and Company agree that the Company shall reimburse Executive for expenses related to such travel, including flight and hotels or alternative housing arrangements (the "Travel Expenses"). The reimbursement amounts related to any such Travel Expenses must be agreed upon in writing by the Company. Notwithstanding the foregoing, Executive shall have a duty to mitigate the Travel Expenses by acquiring travel and accommodations in accordance with any Company policies related to Executive travel.

7. **INSIDER TRADING.** During the Term, Executive acknowledges and agrees to comply with the terms and conditions in the attached Exhibit B, Insider Trading Acknowledgement.

8. **TERMINATION.**

- a. This Agreement may be terminated upon the happening of any of the following events:
 - i. Mutual Agreement. Whenever the Company's Board of Directors and Executive shall mutually agree to termination in writing.
 - ii. For Cause. The Company's Board of Directors may at any time during the term of employment, by written notice, terminate this Agreement and discharge Executive for Cause (as defined below), whereupon Employer's obligation to pay all compensation and other benefits (including Severance amounts, insurance coverage, medical and hospitalization plan benefits and management incentive plan payments, if any, under this Agreement) shall cease as of the date of termination, unless determined otherwise by the Board of Directors. Notwithstanding, Executive shall have the right to retain any vested options or restricted shares, but shall be required to exercise such options within the time prescribed in the applicable plan.

As used herein, termination for Cause shall mean Executive has (a) committed a material breach of any provision of this Agreement or any obligation to the Company that, if curable, has not been cured by Executive within thirty (30) days of written notice from the Company describing such breach in reasonable detail; (b) engaged in dishonest, illegal conduct or misconduct which in each case has a material and adverse impact on the reputation, business, business relationships, financial condition or economic prospects of the Company; (c) failed to comply with the Company's written policies or rules during the term of this Agreement that, if curable, has not been cured by Executive within thirty (30) days of written notice from the Company describing such breach in reasonable detail; (d) misappropriation by Executive of any money or other assets or properties of the Company or its subsidiaries outside of his/her specific purview; (e) the willful and unauthorized disclosure by Executive of any Company trade secrets or financial information or data which has resulted, or is likely to result, in material and demonstrable damage to Employer; (f) breach of the terms of any NDA entered into as of the date of this Agreement or (g) been convicted of or entered a plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude, if such felony or other crime is work-related, materially impairs Executive's ability to perform services for the Company or results in material/reputational or financial harm to the Company or its affiliates.

iii. Termination for Good Reason. Executive's termination shall be for Good Reason upon any of the following occurrences:

(aa) a material adverse change in Executive's functions, duties, or responsibilities with the Company which change would cause Executive's position to become one of materially lesser responsibility, importance, or scope (it being understood and agreed that Executive's ceasing to be Chief Executive Officer of a publicly held company shall constitute "Good Reason" under this clause (1);

(bb) a material diminution in the Executive's compensation or benefits without the express written consent of the Executive, other than an across-the-board reduction in compensation levels that applies to all senior executives generally; or

(cc) a material breach of this Agreement by the Company.

("Good Reason").

Notwithstanding the foregoing, no such event shall constitute "Good Reason" unless (a) Executive shall have given written notice of such event to the Company within ninety (90) days after the initial occurrence thereof, (b) the Company shall have failed to cure the condition constituting Good Reason within thirty (30) days following the delivery of such notice (or such longer cure period as may be agreed upon by the parties), and (c) Executive terminates employment within thirty (30) days after expiration of such cure period.

- iii. Upon termination without Cause or for Good Reason, Executive shall be entitled to the following: (A) twelve (12) months of base gross salary payable in accordance with the normal payroll practice of the Company as if such Executive was employed by the Company during such twelve (12) months; (B) any earned but unpaid bonus; (C) any outstanding Options or Restricted Shares that remain unvested shall immediately vest and become exercisable; (D) any earned but unpaid incentive compensation and (E) provide or reimburse Executive during the 12-month period for the same or substantially the same medical, dental, long-term disability and life insurance pursuant to Section 6(a) to which Executive was entitled hereunder as of the date of termination, provided, however, that in the case of such medical and dental insurance, that Executive makes a timely election for continuation coverage under COBRA. Together (A), (B), (C), (D) and (E) are "Severance".
 - b. Upon termination for Cause, Executive shall not be entitled to receive any benefits of Severance pay, unless determined otherwise by the Company.
 - c. In the event Executive decides to leave the employ of the Employer; Executive agrees to give to the Company's Board of Directors at least thirty (30) days advance written notice of the date of his/her last day of employment.
9. **RECORDS.** Upon termination of this Agreement, Executive shall not be entitled to keep or preserve records of the Employer. Executive hereby acknowledges a duty to Employer to cause to be kept and maintained accurate records of the Employer's business. Executive shall at any time be entitled to receive copies of his/her personnel files with ten (10) days' notice to the Employer, noting that should this provision be utilized only the most recent files not provided in any earlier request shall be provided. This prohibition does not include any relevant Executive files or records of Executive.
10. **NON-SOLICITATION/NON-COMPETE.** In consideration of the numerous mutual promises contained herein between the Company and Executive, Executive, for his or himself and for or on behalf of any person or business entity in the state of Colorado, New Mexico, or any state in the United States that the company derives more than 5% of its revenue (the "Non-Compete Jurisdiction") engage in any of the following activities:
- a. Upon Executive's termination of employment with the Employer (voluntary or involuntary) and for a period of 12 months thereafter, said Executive shall not solicit any business from any customers or accounts of the Employer. Executive shall not assist any third parties in soliciting the business of any customers or accounts of the Employer; and directly or indirectly, on his/her own behalf or on behalf of any other person or entity, whether as an owner, director, officer, partner, Executive, agent or consultant, for pay or otherwise, render services to or engage with any person or entity (or on Executive's own behalf, if Executive is self-employed) that is engaged in a business of which the Company derives more than 5% of its business, nor shall Executive become interested in any such business, directly or indirectly, as an individual, partner, shareholder, member, manager, director, officer, principal, agent, Executive, trustee, consultant, contractor or in any other relationship or capacity; provided, however, that nothing contained in this paragraph shall be deemed to prohibit Executive from acquiring, solely as an investment, up to four percent (4%) of the outstanding shares of capital stock of any corporation whose shares are publicly traded; and, for a period of twelve (12) months following the date upon which Executive ceases being an Executive, solicit, induce, recruit, or participate in soliciting any individual who is employed by the Company.

- b. In the event Executive fails to comply with any provisions herein, Executive hereby authorizes the Employer to obtain a Restraining Order which would restrain and enjoin Executive or any third party being assisted by said Executive in soliciting business (other than employment) from any accounts or customers of the Employer. Should Executive desire to pursue an employment opportunity with any customer of the Employer, written consent of the Employer must be obtained. Such consent shall not be unreasonably withheld.
- c. Executive hereby acknowledges that the geographic boundaries, scope of prohibited activities and the time duration of the provisions of this Section 10 are reasonable and are no broader than are necessary to protect the legitimate business interests of the Company.

11. **PROPRIETARY AND CONFIDENTIAL INFORMATION.**

- a. For purposes herein, Employer's proprietary and confidential information and trade secrets (hereinafter "Proprietary and Confidential Information") includes:
 - i. Information concerning Employer's business, product development, marketing analysis, and related information including prices, terms and other trade secrets related to Employer's customer lists and customers' business affairs, and related information;
 - ii. Discoveries, concepts and ideas; techniques and processes, whether copyrightable or not, including, but not limited to, techniques, data and improvements thereof, concerning present or future activities of Employer; and any products, potential products or prototype concepts of Employer;
 - iii. Information relating to research, development, invention, purchasing, merchandising and marketing;
 - iv. Any proprietary and confidential information relating to research and development undertaken by Employer, its successors and assigns;
 - v. Proprietary and confidential information shall not include information which is: (a) of record in the files of Executive at time that Employer's Proprietary and Confidential Information is disclosed to Executive and received from Employer; or (b) either has become or becomes available to the public through no fault of Executive; or (c) is received by Executive, from any third party which has the right to disclose it.

- b. With respect to its Proprietary and Confidential Information as defined in (a), above, Employer retains all rights and interest, which rights include but are not limited to: patent, process patent, copyright, trademark, trade secret or any other form of proprietary right. Executive agrees that all Proprietary and Confidential Information of Employer is protected by law, and may not be used or disclosed by Executive. Executive agrees to safeguard Employer's Proprietary and Confidential Information with no less care than he/she would reasonably use in safeguarding his/her own valuable proprietary information and trade secrets. Executive agrees to take appropriate steps to preserve the complete confidentiality of Employer's Proprietary and Confidential Information by all appropriate measures.
- c. Executive agrees that, except as required by Employer in performance of his/her duties for Employer, he/she will:
- i. not copy or duplicate Employer's Proprietary and Confidential Information, nor allow anyone else to copy or duplicate the same, without the express written permission of Employer;
 - ii. never directly or indirectly use, sell, disseminate, disclose, lecture upon, publish articles concerning, or otherwise convey or communicate to any person other than Employer's Executives, any of Employer's Proprietary and Confidential Information unless authorized by the Chairman of the Board of Directors;
 - iii. never create or attempt to create or permit others to create duplicate or derivative works containing all or part of Employer's Proprietary and Confidential Information;
 - iv. upon termination of this Agreement, Executive shall return all of Employer's Proprietary and Confidential Information which is within Executive's possession or control at that time to Employer and, upon request by Employer, certify in writing to Employer that all information has been returned.
 - v. Executive agrees to notify Employer immediately upon learning of any unauthorized possession, use or knowledge of Employer's Proprietary and Confidential Information to which Executive has had access under this Agreement. Executive will promptly furnish Employer all known details of such unauthorized possession, use or knowledge, which will assist in preventing the recurrence of such unauthorized possession, use or knowledge, and will cooperate with Employer in any litigation against any parties undertaken by Employer to protect its rights to its Proprietary and Confidential Information. Executive's compliance with this subparagraph shall not be construed as a waiver of any of Employer's rights under this Agreement.

- d. In the event of a breach or threatened breach by Executive of the provisions of this Agreement, Employer shall be entitled to an injunction restraining Executive from such breach, and Employer may also pursue any and all other remedies available to it for threatened or actual breach, including recovery of damages from Executive.
- e. In addition to the other requirements of this Section 11, for the good and valuable consideration in this Agreement, Executive has agreed to comply with the Executive Invention Assignment.
12. **GOODWILL.** Goodwill shall mean that goodwill associated with the Company during the term of this Agreement, including, but not limited to, the benefits that have been or will be purchased, developed, accrued, and maintained as a result of the Company's expenditure of time, money and effort in developing and maintaining, among other things ("**Goodwill**"): (i) the Company's reputation and the reputation and the skill, training, and, expertise of the Company's officers, Executives, advisors, Directors and partners; (ii) the quality of the products and services provided; (iii) personal contacts of the Company's officers, Executives, advisors, directors and partners within the state-regulated cannabis industry and local, national and global business community in general, which relationships are vital to the Company's business; (iv) the Company's knowledge and expertise; (v) the Company's business acumen; (vi) the Company's ability to attract other Executives, investors, financing, and business partners in order to grow its business; (vii) the Company's Confidential Information; and (viii) other attributes and actions that result in the retention of existing and the acquisition of new patronage. Executive understands that by being employed by the Company, he/she shall have the opportunity to be associated with the Company's Goodwill and receive its benefits of it. At the outset and during the term of this Agreement, the Company promises to provide Executive access to the benefits of its Goodwill, through various means. Executive agrees not to take any action that is intended to degrade or lessen the Company's Goodwill.
13. **NON-DISPARAGEMENT.** After Executive's termination date for cause, neither the Company nor Executive shall make any statements that are professionally or personally disparaging about or adverse to the interests of the other party, including but not limited to any statements that disparage any person, service or capability of the other party, and each such party agrees not to engage in any conduct that is intended to harm professionally or personally the reputation of any party to this Agreement .
14. **NAME & LIKENESS RIGHTS.** Executive hereby authorizes the Company to use, reuse, and to grant others the right to use and reuse, Executive's name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media), both during and after Executive's employment, for any purposes related to the Company's business, such as marketing, advertising, credits, and presentations.

15. **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the terms of this Agreement, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid and unenforceable provisions there shall be added automatically as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
16. **MANDATORY ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place in the City and County of Denver, Colorado.
17. **ATTORNEYS FEES AND COSTS.** In the event of a dispute arising between the parties hereto, and said dispute becomes subject to any arbitration and/or litigation relating to the rights, duties and/or obligations arising out of this Agreement, each party shall be responsible for their own costs of said action, including but not limited to, reasonable attorney's fees.
18. **AMENDMENTS.** This Agreement may only be amended by the mutual consent of all the parties hereto, which Amendment shall be in writing duly executed by the parties.
19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement between the parties hereto with regard to all matters herein. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto.
20. **JURISDICTION.** This Agreement shall be construed in accordance with the laws of the State of Colorado.
21. **NON-WAIVER.** A delay or failure by either party to exercise a right under this Agreement, or a partial or single exercise of that right, shall not constitute a waiver of that or any other right herein.
21. **BINDING EFFECT.** The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.
22. **PRIOR AGREEMENTS.** This Agreement supersedes and replaces all prior agreements and understandings, whether written or oral.
23. **SECTION 409A.** This Agreement and the various provisions within it are intended to either be exempt from or to meet the requirements of Section 409A of the Code, and shall be interpreted and construed consistent with that intent.

- a. Payments with respect to reimbursements of expenses or benefits or provision of fringe or other in-kind benefits shall be made on or before the last day of the calendar year following the calendar year in which the relevant expense or benefit is incurred. The amount of expenses or benefits eligible for reimbursement, payment or provision during a calendar year shall not affect the expenses or benefits eligible for reimbursement, payment or provision in any other calendar year.
- b. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Section 409A of the Code and, for purposes of any such provision of this letter agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service.”
- c. Notwithstanding any other payment schedule provided herein to the contrary, if Executive is deemed on the date of termination to be a “specified Executive” within the meaning of that term under Section 409A(a)(2)(B) of the Code, then with regard to any payment that is considered “nonqualified deferred compensation” under Section 409A of the Code payable on account of a “separation from service,” such payment shall be made on the date which is the earlier of (A) the expiration of the six-month period measured from the date of Executive’s “separation from service”, and (B) the date of Executive’s death (the “Delay Period”) to the extent required under Section 409A of the Code. Upon the expiration of the Delay Period, all payments delayed pursuant to this Section 20 (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid to Executive in a lump sum, and all remaining payments due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

MEDICINE MAN TECHNOLOGIES, INC.

/s/Justin Dye

Justin Dye, Chairman

/s/ Nirup Krishnamurthy

Nirup Krishnamurthy



NEWS RELEASE
FOR IMMEDIATE RELEASE

NEO: SHWZ
OTCQX: SHWZ

**MULTI-STATE CANNABIS OPERATOR, SCHWAZZE, PROMOTES
NIRUP KRISHNAMURTHY TO CHIEF EXECUTIVE OFFICER**

DENVER, CO – May 31, 2023 – Medicine Man Technologies, Inc., operating as **Schwazze**, (OTCQX: SHWZ) (NEO: SHWZ) ("**Schwazze**" or the "**Company**"), is pleased to announce the promotion of its President, Nirup Krishnamurthy, to the role of Chief Executive Officer. Justin Dye – the company's former Chief Executive Officer and Executive Chairman – will continue to lead the Board of Directors (the "**Board**") as its non-executive Chairman.

This appointment is part of a succession planning process that began nearly a year ago when Justin Dye, the CEO and Executive Chairman, informed the Board of his desire to transition into a Chairman role. Nirup was handpicked by Justin as his successor with the full support of the Company's Board and was promoted to President of Schwazze in October of 2022 to enable the transition. Over the past eight months, Justin has worked with Nirup to successfully transition daily operations. As President, Nirup has been steering the Company's day-to-day operations, spearheading the Colorado and New Mexico growth initiatives, driving efficiencies to further enhance margins, and bolstering the Schwazze team.

Nirup joined Schwazze in 2020 when there were less than 20 employees and has played a pivotal role in helping to build the Company to the leading player in its region with \$170mm of revenue, \$59 million of EBITDA, and over 725 employees today. He brings more than 30 years of experience in operations, M&A, innovation, and technology at Fortune 500 companies. Nirup previously held C-level transformational roles with United Airlines, Northern Trust Bank, and the national grocery retailer A&P. He holds a bachelor's degree in mechanical engineering and a doctorate in Industrial Engineering from State University of New York, Buffalo.

Justin Dye, Chairman stated: "*I am very pleased to announce Nirup's appointment as the Chief Executive Officer of Schwazze. Nirup has delivered results and been a strong leader for the Company. There will be continuity of strategy under Nirup's leadership, which I am confident will result in our continued growth. On behalf of Schwazze's Board of Directors, we look forward to supporting Nirup and the team in our drive to become the most admired cannabis company in the industry. I also plan to do everything I can as non-executive Chairman of the Board of Directors to maximize shareholder value at Schwazze.*"

“Over the past four years, Justin’s vision and leadership has transformed Schwazze into one of the best cannabis operators in the industry. His passion for the business has motivated me and the management team to thrive under tough conditions. In my capacity as CEO, I look forward to leading and supporting the Schwazze team members as they strive to deliver value to our customers, employees, and shareholders”, said Nirup Krishnamurthy, CEO. “Our strategic vision will continue to center around going deep in our current markets of Colorado and New Mexico, while exploring the potential to add a small number of select markets in the future. High-quality product assortment coupled with great customer service will remain the foundation of our retail philosophy, and we will continue to invest in our own house of brands and pursue responsible M&A.”

Since April 2020, Schwazze has acquired, opened, or announced the planned acquisition of 60 cannabis retail dispensaries (bannered as Star Buds, Emerald Fields, R. Greenleaf, Standing Akimbo, and Everest) as well as eight cultivation facilities and three manufacturing plants across Colorado and New Mexico. In May 2021, Schwazze launched its Biosciences division, and in August 2021 it commenced home delivery services in Colorado.

About Schwazze

Schwazze (OTCQX: SHWZ) (NEO: SHWZ) is building a premier vertically integrated regional cannabis company with assets in Colorado and New Mexico and will continue to take its operating system to other states where it can develop a differentiated regional leadership position. Schwazze is the parent company of a portfolio of leading cannabis businesses and brands spanning seed to sale. The Company is committed to unlocking the full potential of the cannabis plant to improve the human condition.

Schwazze is anchored by a high-performance culture that combines customer-centric thinking and data science to test, measure, and drive decisions and outcomes. The Company’s leadership team has deep expertise in retailing, wholesaling, and building consumer brands at Fortune 500 companies as well as in the cannabis sector. Schwazze is passionate about making a difference in our communities, promoting diversity and inclusion, and doing our part to incorporate climate-conscious best practices.

Medicine Man Technologies, Inc. was Schwazze’s former operating trade name. The corporate entity continues to be named Medicine Man Technologies, Inc. Schwazze derives its name from the pruning technique of a cannabis plant to enhance plant structure and promote healthy growth. To learn more about Schwazze, visit www.Schwazze.com.

Forward-Looking Statements

This press release contains "forward-looking statements." Such statements may be preceded by the words "may," "will," "could," "would," "should," "expect," "intends," "plans," "strategy," "prospects," "anticipate," "believe," "approximately," "estimate," "predict," "project," "potential," "continue," "ongoing," or the negative of these terms or other words of similar meaning in connection with a discussion of future events or future operating or financial performance, although the absence of these words does not necessarily mean that a statement is not forward-looking. Forward-looking statements are not guarantees of future events or performance, are based on certain assumptions, and are subject to various known and unknown risks and uncertainties, many of which are beyond the Company's control and cannot be predicted or quantified. Consequently, actual events and results may differ materially from those expressed or implied by such forward-looking statements. Such risks and uncertainties include, without limitation, risks and uncertainties associated with (i) regulatory limitations on our products and services and the uncertainty in the application of federal, state, and local laws to our business, and any changes in such laws; (ii) our ability to manufacture our products and product candidates on a commercial scale on our own or in collaboration with third parties; (iii) our ability to identify, consummate, and integrate anticipated acquisitions; (iv) general industry and economic conditions; (v) our ability to access adequate capital upon terms and conditions that are acceptable to us; (vi) our ability to pay interest and principal on outstanding debt when due; (vii) volatility in credit and market conditions; (viii) the loss of one or more key executives or other key employees; and (ix) other risks and uncertainties related to the cannabis market and our business strategy. More detailed information about the Company and the risk factors that may affect the realization of forward-looking statements is set forth in the Company's filings with the Securities and Exchange Commission (SEC), including the Company's Annual Report on Form 10-K and its Quarterly Reports on Form 10-Q. Investors and security holders are urged to read these documents free of charge on the SEC's website at <http://www.sec.gov>. The Company assumes no obligation to publicly update or revise its forward-looking statements as a result of new information, future events or otherwise except as required by law.

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