ALTITUDE CREATE
Digital Growth Agency

SCOPE OF WORK

PPC Management

Professional Google Ads Management for Cannabis Retail

Prepared for	**Wellgreens**
Prepared by	**Altitude Create**
Date	**May 13, 2026**

PPC Management

Most agencies won't touch cannabis PPC. The platform restrictions are real, and the compliance requirements are unforgiving. Altitude Create ran a trial specifically for Wellgreens to prove it was viable before bringing it as a paid engagement. The trial worked. We're now ready to run this formally.

Why This Matters for Wellgreens

Cannabis PPC is hard
Most platforms restrict cannabis advertising. Knowing how to navigate that — and still drive profitable traffic — is a genuine skill most agencies don't have.

The trial proved it
We ran a test campaign for Wellgreens specifically to validate that paid search works in your market before asking you to commit to a monthly retainer.

Wasted spend compounds fast
Unmanaged or poorly structured PPC burns budget quickly. Professional management keeps spend accountable and performance on track.

Our Process

01

Campaign Architecture

We build account structure, keyword strategy, and audience targeting from the ground up — segmented by location, intent, and product category.

02

Ad Creation

We write and test ad copy that complies with cannabis advertising restrictions while still driving clicks from high-intent buyers.

03

Ongoing Optimization

Daily bid management, budget allocation, and performance tuning. Not set-and-forget — active management every week.

04

Monthly Reporting

Clear, honest reporting on what's working, what's not, and where we're taking the campaigns next month.

What's Included

- Campaign strategy and account structure
- Keyword research and negative keyword management
- Audience targeting and segmentation
- Monthly performance reporting
- Ad copy creation and A/B testing
- Bid strategy and budget allocation
- Regulatory compliance review for cannabis advertising

Monthly Management Fee

Pricing scales with your monthly ad spend. The $3,500/month fee covers up to $30,000 in spend. Each additional $10,000 in monthly spend adds $500 to the management fee, through $60,000. Above that, pricing is custom.

Monthly Ad Spend	Management Fee
Up to $30,000	**$3,500**
$30,001 – $40,000	**$4,000**
$40,001 – $50,000	**$4,500**
$50,001 – $60,000	**$5,000**
$60,001+	**Custom**

Ad spend is billed directly through your advertising platforms (Google Ads, etc.) and is separate from the management fee. Your tier is determined by actual spend for that calendar month.

Service Terms & Conditions

The following terms govern the PPC Management services provided by Altitude Create to Wellgreens, including billing, deliverables, and service responsibilities.

Management vs. Ad Spend
The monthly management fee covers strategy, execution, and reporting only. Ad spend is billed directly to Wellgreens through the respective advertising platforms (Google Ads, etc.) and is entirely separate from Altitude Create's management fee. Wellgreens is solely responsible for maintaining sufficient funds in their advertising accounts.

Monthly Billing
The management tier is determined by actual ad spend for that calendar month. If spend changes, the fee adjusts accordingly on the following invoice. Altitude Create will invoice for the management fee monthly, in advance or in arrears as agreed.

Minimum Fee
The $3,500/month fee applies to spend up to $30,000. The fee does not drop below $3,500 if spend is lower in a given month. This minimum reflects the fixed cost of active campaign management regardless of spend volume.

Account Access & Ownership
Wellgreens retains full ownership of all advertising accounts, campaign data, and performance history. Altitude Create operates as an authorized manager. Upon termination of the engagement, Altitude Create will remove its access and provide a transition summary within 5 business days.

Reporting
Altitude Create will deliver a monthly performance report within 5 business days of the end of each calendar month. Reports will cover spend, impressions, clicks, conversions, and key performance metrics agreed upon at engagement start.

Cancellation
Either party may terminate this engagement with 30 days' written notice. Work performed during the notice period will be billed at the standard rate. Any prepaid fees for work not yet performed will be refunded on a pro-rated basis.

Compliance
Altitude Create will apply reasonable efforts to ensure all advertising complies with platform policies and applicable cannabis advertising regulations. Wellgreens acknowledges that platform policies may change and that Altitude Create cannot guarantee uninterrupted campaign delivery. Both parties agree to act promptly if a compliance issue arises.

Confidentiality
Both parties agree to keep the terms of this agreement and any campaign performance data confidential. Neither party will disclose this information to third parties without prior written consent.

General Terms & Conditions

This Agreement is entered into by and between Wellgreens ("Client") and Altitude Create ("Service Provider"). The following terms govern all services provided under this Scope of Work.

ARTICLE 1 — SCOPE OF WORK

1.1 Services

Service Provider shall provide the digital marketing and technology services described in this Scope of Work to Client, including the iMessage Ordering System and/or PPC Management services as selected herein.

1.2 Change Orders

Any work outside the scope of this Agreement requires a mutually signed written addendum ("Change Order"). Service Provider reserves the right to charge additional fees via Change Order for work not explicitly included in this document. Change Orders shall be numbered sequentially and maintained by both Parties.

ARTICLE 2 — PAYMENT TERMS

2.1 Fees

Client shall pay Service Provider the fees set forth in this Agreement: (i) iMessage Ordering System Option A — $150 per location per month (12-month minimum commitment); (ii) iMessage Ordering System Option B — $10,000 one-time build fee plus $100 per location per month for hosting; (iii) PPC Management — starting at $3,500/month for ad spend up to $30,000, scaling per the fee schedule contained herein. Fees are subject to adjustment by written Change Order.

2.2 Method of Payment

Payments shall be made in USD via ACH, credit card, or another mutually accepted method. Client shall bear any third-party processing fees. Invoices are due within five (5) days of receipt.

2.3 Late Payment

Amounts unpaid within five (5) days of the due date shall accrue: (i) interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law; and (ii) a one-time administrative fee of $50. If an invoice remains unpaid ten (10) days after written notice, Service Provider may suspend all Services until full payment is received.

2.4 Refunds

(a) Eligibility — Full Refund: A full refund will be issued only if the Project has not commenced. "Commenced" means none of the following has occurred: (i) kickoff communication, plan, or timeline sent; (ii) kickoff or strategy meeting scheduled or conducted; (iii) configuration of tools, accounts, or platforms begun; (iv) internal team assigned and tasks distributed; or (v) any draft, framework, or build work delivered. If no such activity occurs within 30 days of the agreed start date, Client may request a full refund.

(b) Technology Build Fee: The $10,000 iMessage Ordering System build fee (Option B) is non-refundable once active development has commenced per the criteria above.

(c) Partial Refunds: (i) Minimum Earned Retention — 25% of each month's total fee is non-refundable for onboarding, research, and project management; (ii) Service-Level — Refunds apply only to service categories not yet delivered; commenced services are non-refundable; (iii) Partially Completed — Refund = (Service Fee) × (1 – Service Completion %), with completion determined in good faith by Service Provider; (iv) Timeline Protection — No refund owed solely for missed target dates unless delay exceeds 30 days and is solely Service Provider's fault; (v) Mid-Month Cancellation — Non-refundable fees for the current billing period are deducted from any refund; (vi) Delay Carve-Out — No refund for delays caused by Client, force majeure, or third-party platform changes.

(d) No Refund After Acceptance: If Client does not submit a written objection within seven (7) days of delivery, Services are deemed accepted and no refund is available.

(e) Procedure: Refund requests must be submitted in writing within 30 days of purchase or receipt of deliverable. Approved refunds will be processed within 45 days.

(f) Third-Party Costs: Refunds do not apply to fees paid to third-party vendors, platforms, or infrastructure providers (including Mac hardware, carrier costs, or ad platform fees) not directly billed by Service Provider.

(g) Good-Faith Resolution: Parties will make reasonable efforts to resolve dissatisfaction through a corrective action plan before any refund is processed.

ARTICLE 3 — TERM AND RENEWAL

3.1 Term

This Agreement begins on the Effective Date and continues on a month-to-month basis unless terminated earlier under Article 12. The iMessage Ordering System Option A carries a 12-month minimum commitment period. PPC Management continues month-to-month with 30 days' written notice required to terminate.

3.2 Automatic Renewal

Absent written notice of non-renewal at least 30 days prior to the end of any term, this Agreement renews automatically for successive one-month periods at the then-current pricing.

ARTICLE 4 — CONFIDENTIALITY AND DATA PRIVACY

4.1 Confidential Information

Each Party shall keep confidential all proprietary information of the other Party, including but not limited to business plans, pricing, strategies, trade secrets, technical architecture, AI model configurations, and customer data. This obligation applies during the term of this Agreement and for two (2) years following termination.

4.2 Data Privacy

Both Parties shall comply with all applicable federal, state, and local privacy laws. Service Provider certifies that no protected health information (PHI) will be collected or transmitted. Customer ordering data collected through the iMessage Ordering System belongs to Client and will not be used for any purpose other than providing the contracted Services.

ARTICLE 5 — DATA OWNERSHIP AND ACCESS

5.1 Client Data

All marketing data, analytics, campaign data, customer ordering data, and performance data generated under this Agreement remain Client's exclusive property.

5.2 License to Service Provider

Client grants Service Provider a non-exclusive license to access and use Client Data solely to perform the Services. Service Provider retains rights to its proprietary tools, methodologies, AI models, and system architecture.

5.3 Data Return

Upon termination, Service Provider will provide Client with all Client Data in a commercially reasonable format within 10 business days of written request, and will delete Client Data from its systems within 30 days.

ARTICLE 6 — INTELLECTUAL PROPERTY RIGHTS

6.1 Option B — Client Owns Code

Upon receipt of full payment of the $10,000 build fee, Service Provider assigns to Client all rights, title, and interest in the custom codebase and deliverables developed under the iMessage Ordering System, excluding pre-existing materials, third-party libraries, and Service Provider's proprietary AI models and system architecture templates ("Service Provider IP").

6.2 Option A — Altitude Create Retains Code

Under Option A, all code, system architecture, AI models, and technical infrastructure remain the exclusive property of Altitude Create. Client receives a non-exclusive, non-transferable license to use the system for the duration of the active subscription only.

6.3 Marketing Deliverables

Upon full payment, Service Provider assigns all rights in PPC ad copy, creative materials, and other marketing deliverables to Client. Campaign account history and data remain Client's property.

6.4 Portfolio License

Client permits Service Provider to display non-confidential deliverables (in redacted or anonymized form where appropriate) in marketing and portfolio materials, respecting Client's brand guidelines.

ARTICLE 7 — CLIENT RESPONSIBILITIES; TIMELINES

7.1 Client Cooperation

Client shall provide requested assets, credentials, approvals, API access (including Dutchie API credentials and Google Ads account access), and information within five (5) business days of request. Delays caused by Client may extend project timelines or require a Change Order at Client's expense.

7.2 Platform Access

Client is responsible for maintaining active accounts with required platforms and providing Service Provider with necessary administrative access permissions. Loss of access due to Client's failure to maintain accounts does not suspend Service Provider's billing obligations.

7.3 No Guarantee of Results

Client acknowledges that outcomes including order volume, ad performance, and revenue depend on factors outside Service Provider's control including platform algorithm changes, market conditions, and consumer behavior. No guarantees are made regarding specific traffic, sales, or conversion metrics.

ARTICLE 8 — WARRANTIES AND DISCLAIMERS

8.1 Service Provider Warranties

Service Provider warrants that: (i) it has full authority to enter into this Agreement; (ii) Services will be performed professionally and in accordance with industry standards; (iii) no black-hat, deceptive, or policy-violating tactics will be employed; and (iv) deliverables do not knowingly infringe third-party intellectual property rights. These warranties survive for 30 days following delivery of each deliverable.

8.2 Exclusive Remedy

In the event of a warranty breach, Client must notify Service Provider in writing within 30 days of discovery. Service Provider's sole obligation is, at its election, to re-perform the deficient Services at no additional charge or to provide a credit equal to the amount paid for such Services.

8.3 Disclaimer

EXCEPT AS EXPRESSLY STATED IN SECTION 8.1, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SERVICE PROVIDER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF ANY SYSTEM OR SERVICE.

General Terms & Conditions (cont.)

Articles 9 – 15

ARTICLE 9 — INDEMNIFICATION

9.1 By Client

Client shall indemnify, defend, and hold harmless Service Provider and its officers, employees, and agents from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from: (i) Client's breach of this Agreement; (ii) Client's misuse of deliverables; (iii) materials provided by Client that infringe third-party intellectual property rights or violate applicable law; (iv) Client's business operations or marketing claims; or (v) Client's violation of any cannabis advertising regulations.

9.2 By Service Provider

Service Provider shall indemnify, defend, and hold harmless Client from and against any claims arising directly from Service Provider's infringement of third-party intellectual property in the deliverables, provided that Client: (i) promptly notifies Service Provider in writing of any such claim; (ii) grants Service Provider sole control of the defense and settlement; and (iii) reasonably cooperates in the defense at Service Provider's expense.

ARTICLE 10 — LIMITATION OF LIABILITY

EXCEPT FOR BREACHES OF CONFIDENTIALITY (ARTICLE 4) OR INDEMNIFICATION OBLIGATIONS (ARTICLE 9), NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SERVICE PROVIDER'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO SERVICE PROVIDER IN THE THREE (3) CALENDAR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

ARTICLE 11 — FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to: acts of God, natural disasters, pandemics, epidemics, labor disputes, government actions, platform policy changes by third parties (including Apple, Google, or Dutchie), internet or carrier network outages, or other circumstances beyond reasonable control. The affected Party shall provide written notice within five (5) business days of the onset of such event and shall use commercially reasonable efforts to resume performance as promptly as possible.

ARTICLE 12 — TERMINATION

12.1 For Convenience

Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. For iMessage Option A, early termination during the 12-month commitment period is subject to Section 12.3 below.

12.2 For Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within ten (10) business days of receiving written notice specifically describing the breach.

12.3 Early Termination — Minimum-Term Services

Client shall remain liable for all fees through the remainder of any minimum commitment period upon early termination. For iMessage Option A, this means all remaining monthly fees through the end of the 12-month term are immediately due and payable. This provision reflects the custom infrastructure investment made by Service Provider on Client's behalf.

12.4 Effect of Termination

Upon termination: (i) Client shall pay all fees for Services performed through the termination date; (ii) Service Provider shall deliver all completed deliverables to which Client is entitled under the applicable option; (iii) Service Provider shall return or destroy Client's confidential information upon written request within 30 days; (iv) under Option A, Client's access to the iMessage system terminates at the end of the notice period; (v) under Option B, Wellgreens retains full ownership of the code but assumes sole responsibility for infrastructure.

ARTICLE 13 — INDEPENDENT CONTRACTOR

Service Provider is an independent contractor. Nothing in this Agreement creates or shall be construed to create a partnership, joint venture, agency, franchise, or employment relationship between the Parties. Service Provider has full discretion over the manner and means by which Services are performed, subject to the requirements of this Agreement.

ARTICLE 14 — NON-EXCLUSIVITY AND NON-SOLICITATION

14.1 Non-Exclusivity

Service Provider's services are non-exclusive. Service Provider may provide similar or identical services to other clients, including businesses in the cannabis industry, unless otherwise agreed in writing by both Parties.

14.2 Non-Solicitation

During the term of this Agreement and for twelve (12) months following termination, neither Party shall directly solicit for employment or independent engagement the other Party's employees, contractors, or service providers who were involved in performing or receiving Services under this Agreement. This restriction does not apply to general public job postings not specifically targeting the other Party's personnel.

ARTICLE 15 — DISPUTE RESOLUTION

All disputes arising out of or related to this Agreement, including its formation, interpretation, breach, or termination, shall be resolved exclusively by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules then in effect, with arbitration conducted in Los Angeles, California. The arbitrator shall have authority to grant any remedy available at law or in equity. Each Party expressly waives any right to a jury trial. The arbitration award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Nothing in this Article prevents either Party from seeking emergency injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm pending arbitration.

General Terms & Conditions (cont.)

Articles 16 – 20

ARTICLE 16 — GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. The Parties consent to personal jurisdiction in Los Angeles County, California for any action to enforce an arbitration award or for emergency equitable relief.

ARTICLE 17 — NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and deemed duly given when: (i) delivered personally to the addressee; (ii) sent by United States certified mail, return receipt requested, postage prepaid (effective two (2) business days after mailing); or (iii) sent by nationally recognized overnight courier service (effective one (1) business day after dispatch). Notices to Service Provider shall be sent to: Altitude Create, attention: Legal, hello@altitudecreate.com. Notices to Client shall be sent to the address set forth on the signature page.

ARTICLE 18 — ASSIGNMENT

Service Provider may assign this Agreement or any rights hereunder in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets without Client's prior consent, provided that Service Provider provides written notice to Client within 30 days of such assignment. Client may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Service Provider, which consent shall not be unreasonably withheld. Any unauthorized assignment by Client shall be null and void.

ARTICLE 19 — ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY

19.1 Entire Agreement

This Agreement, together with all Schedules and executed Change Orders, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and agreements, whether oral or written, relating to such subject matter.

19.2 Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties.

19.3 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it enforceable.

19.4 Waiver

No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of that right, power, or remedy. A single or partial exercise of any right, power, or remedy does not preclude further exercise of that or any other right, power, or remedy.

19.5 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures (including PandaDoc or DocuSign) shall be deemed valid and binding.

ARTICLE 20 — SERVICE COMPLETION CRITERIA

20.1 iMessage Ordering System

The iMessage Ordering System is considered "delivered" and the build service deemed complete upon: (i) completion of all three build phases (Discovery & Infrastructure Setup, Core Build, and Testing & Launch) as described in this Agreement; (ii) successful end-to-end testing across all Wellgreens location configurations; (iii) confirmation that orders are routing correctly into the Dutchie fulfillment queue; and (iv) completion of the staff walkthrough and delivery of documentation. Client shall have seven (7) days following Service Provider's written delivery notification to raise written objections. Failure to raise timely objections constitutes acceptance of the delivered system.

20.2 PPC Management

Each month's PPC management service is considered complete upon delivery of the monthly performance report, which shall include spend data, key performance metrics, and a forward- looking optimization summary. Reports shall be delivered within five (5) business days of the end of each calendar month. Campaign setup and account structure work is considered complete upon Service Provider's written notification of completion.

20.3 General

Service Provider shall maintain written records of deliverables and completion milestones. Service completion is determined objectively by Service Provider in good faith based on the criteria above. In the event of a dispute regarding completion status, the Parties agree to engage in good-faith discussions for a period of ten (10) business days before invoking Article 15.

Execution

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. Signatures appear on the following page. This Agreement is effective as of the date of the last signature below.

Execution Page

IN WITNESS WHEREOF, the Parties have caused this Digital Marketing Services Agreement to be duly executed by their respective authorized representatives as of the Effective Date set forth below. This Agreement is not binding until fully executed by both Parties. By signing below, each Party represents and warrants that the individual signing has full authority to bind such Party to the terms of this Agreement.

NOTICE ADDRESSES

Client — Wellgreens

Address

Email

Service Provider — Altitude Create

hello@altitudecreate.com

Los Angeles, California

CLIENT

Wellgreens

Authorized Signature

Printed Name

Title / Position

Date (Effective Date of Agreement)

SERVICE PROVIDER

Altitude Create

Authorized Signature

Alex Weber

Printed Name

Chief Executive Officer

Title / Position

Date

BY SIGNING ABOVE, THE PARTIES ACKNOWLEDGE THEY HAVE READ, UNDERSTOOD, AND AGREE TO ALL TERMS OF THIS DIGITAL MARKETING SERVICES AGREEMENT, INCLUDING ALL SCHEDULES AND INCORPORATED TERMS. THIS AGREEMENT IS LEGALLY BINDING UPON EXECUTION. ELECTRONIC SIGNATURES ARE VALID AND ENFORCEABLE. GOVERNING LAW: STATE OF CALIFORNIA.