
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 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): June 12, 2024

CLS HOLDINGS USA, INC.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of incorporation)

000-55546
(Commission File Number)

45-1352286
(IRS Employer Identification No.)

516 S. 4th Street
Las Vegas, Nevada
(Address of principal executive offices)

89101
(Zip Code)

Registrant's telephone number, including area code: (888) 359-4666

(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 Securities 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: **None.**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (Section 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (Section 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 1.01 Entry into a Material Definitive Agreement.

On June 12, 2024, CLS Holdings USA, Inc. (the “Company”) amended and restated its Employment Agreement (the “Amended Glashow Employment Agreement”) with Mr. Andrew Glashow, a director of the Company, the Company’s Chief Executive Officer and Chairman of the Board. The Amended Glashow Employment Agreement (i) extended the term of Mr. Glashow’s employment through May 31, 2028, and (ii) included a golden parachute agreement (the “Glashow Golden Parachute Agreement”) that provides for certain payments to Mr. Glashow in the event his employment is terminated within 12 months following a Change in Control of the Company, as therein defined. The material terms of the Amended Glashow Employment Agreement are set forth in Item 5.02 of this Current Report on Form 8-K, which disclosures are incorporated into this Item 1.01 by reference.

On June 12, 2024, the Company amended and restated its Employment Agreement (the “Amended Dickson Employment Agreement”) with Ms. Jamie Dickson, the Company’s Chief Administrative Officer, Chief Compliance Officer and Corporate Secretary. The Amended Dickson Employment Agreement (i) extended the term of Ms. Dickson’s employment through May 31, 2028, and (ii) included a golden parachute agreement (the “Dickson Golden Parachute Agreement”) that provides for certain payments to Ms. Dickson in the event her employment is terminated within 12 months following a Change in Control of the Company, as therein defined. The material terms of the Amended Dickson Employment Agreement are set forth in Item 5.02 of this Current Report on Form 8-K, which disclosures are incorporated into this Item 1.01 by reference.

Item 5.02 Compensatory Arrangements of Certain Officers.

The Company’s board of directors (the “Board”) recognizes that the possibility of a change in control of the Company may exist and that such possibility, and the uncertainty and questions which it may raise among management could result in the departure or distraction of key management personnel to the detriment of the Company and its shareholders. The Board determined that appropriate steps should be taken to reinforce and encourage the continued efforts and dedication of key members of the Company’s management, without distraction in the face of potentially disturbing circumstances arising from the possibility of a change in control of the Company. To address these concerns, the Board approved the Amended Glashow Employment Agreement, the Glashow Golden Parachute Agreement, the Amended Dickson Employment Agreement, and the Dickson Golden Parachute Agreement.

Effective June 12, 2024, the Company and Mr. Glashow entered into the Amended Glashow Employment Agreement pursuant to which Mr. Glashow shall continue serving as the Company’s Chief Executive Officer and Chairman of the Board. Mr. Glashow’s base salary remains unchanged from his previous employment agreement, but the term is extended through May 31, 2028. All other terms of Mr. Glashow’s prior employment agreement remain in full force and effect. In connection with the Amended Glashow Employment Agreement, the Company and Mr. Glashow also entered into the Glashow Golden Parachute Agreement. The Glashow Golden Parachute Agreement provides that if the Company terminates Mr. Glashow’s employment in the twelve months following the Change in Control without cause, as more particularly defined in the Glashow Golden Parachute Agreement, or Mr. Glashow terminates his employment in the twelve months following the Change in Control for good reason, as more particularly defined in the Glashow Golden Parachute Agreement, then the Company shall pay Mr. Glashow four times the sum of Mr. Glashow’s base salary in effect immediately prior to the termination of his employment, any deferred compensation credited to Mr. Glashow as of the date of the termination of his employment, the value of all stock options held by Mr. Glashow as of the date of the termination of his employment, and any legal fees Mr. Glashow may incur in connection with such termination.

Effective June 12, 2024, the Company and Ms. Dickson entered into the Amended Dickson Employment Agreement pursuant to which Ms. Dickson shall continue serving as the Company’s Chief Administrative Officer, Chief Compliance Officer and Corporate Secretary. Ms. Dickson’s base salary remains unchanged from her previous employment agreement, but the term is extended through May 31, 2028. All other terms of Ms. Dickson’s prior employment agreement remain in full force and effect. In connection with the Amended Dickson Employment Agreement, the Company and Ms. Dickson also entered into the Dickson Golden Parachute Agreement. The Dickson Golden Parachute Agreement provides that if the Company terminates Ms. Dickson’s employment in the twelve months following the Change in Control without cause, as more particularly defined in the Dickson Golden Parachute Agreement, or Ms. Dickson terminates her employment in the twelve months following the Change in Control for good reason, as more particularly defined in the Dickson Golden Parachute Agreement, then the Company shall pay Ms. Dickson four times the sum of Ms. Dickson’s base salary in effect immediately prior to the termination of her employment, any deferred compensation credited to Ms. Dickson as of the date of the termination of her employment, the value of all stock options held by Ms. Dickson as of the date of the termination of her employment, and any legal fees Ms. Dickson may incur in connection with such termination.

For purposes of the Glashow Golden Parachute Agreement and the Dickson Golden Parachute Agreement, a “Change of Control” means a Change in Control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), whether or not the Company is in fact required to comply with that regulation, provided that, without limitation, such a Change in Control shall be deemed to have occurred if: (A) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned, directly or indirectly, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) of securities of the Company representing more than 50% of the combined voting power of the Company’s then outstanding shares; (B) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control of the Company; (C) the shareholders of the Company approve a merger or consolidation of the Company with any other corporation or other entity; or (D) the shareholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all the Company’s assets.

The Amended Glashow Employment Agreement, the Glashow Golden Parachute Agreement, the Amended Dickson Employment Agreement, and the Dickson Golden Parachute Agreement are filed with this Current Report on Form 8-K and are incorporated herein by reference. The foregoing descriptions are subject to, and qualified in their entirety by, the definitive documents.

Item 9.01 Financial Statements and Exhibits.

Exhibits

- 10.1 [Amended Glashow Employment Agreement effective June 12, 2024, by and between the Company and Andrew Glashow](#)
 - 10.2 [Golden Parachute Agreement effective June 12, 2024, by and between the Company and Andrew Glashow](#)
 - 10.3 [Amended Dickson Employment Agreement effective June 12, 2024, by and between the Company and Jamie Dickson](#)
 - 10.4 [Golden Parachute Agreement effective June 12, 2024, by and between the Company and Jamie Dickson](#)
 - 104 Cover Page Interactive Data File (formatted as Inline XBRL)
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SIGNATURES

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

CLS HOLDINGS USA, INC.

Date: June 14, 2024

By: /s/ Andrew Glashow
Andrew Glashow
Chairman and Chief Executive Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter referred to as “Employment Agreement” or “Agreement”) is entered into by and between CLS Holdings USA, Inc., a Nevada corporation (hereinafter referred to as the “Company”), and Andrew Glashow (hereinafter referred to as “Executive”) effective June 12, 2024.

Recitals

WHEREAS, the Company and the Executive entered into the original Employment Agreement (“Original Employment Agreement”) effective March 1, 2019 with Executive serving in the roles of President and Chief Operating Officer. The Original Employment Agreement was set to expire on February 28, 2021.

WHEREAS, effective October 1, 2019, the Company and the Executive entered into an Amendment to the Original Employment Agreement (the “First Amendment”). Pursuant to the terms of the First Amendment, the amended employment agreement was set to expire on February 28, 2022.

WHEREAS, effective May 1, 2022, the Company and the Executive entered into a second amendment to the Employment Agreement (the “Second Amendment”). Pursuant to the terms of the Second Amendment, the amended employment agreement was set to expire on April 30, 2024.

WHEREAS, effective August 16, 2022, the Company and the Executive entered into a third amendment to the Employment Agreement (the “Third Amendment”). Pursuant to the terms of the Third Amendment, the amended employment agreement was set to expire on April 30, 2025. Additionally, pursuant to the terms of the Third Amendment, Executive was hired for the positions of President and CEO, following the resignation of Jeffrey Binder as the CEO.

WHEREAS, the Company and the Executive entered into a fourth amendment to the Employment Agreement (the “Fourth Amendment”) pursuant to which: (1) Executive was hired to serve as the CEO and Chairman of the Board of the Company and would no longer serve as President; (2) the term of the Employment Agreement was extended to March 1, 2023 to February 28, 2026; (3) Executive’s Base Salary was increased to \$325,000 annually; (4) Executive will to be paid a monthly amount of \$1,500 for health insurance and health related expenses; (5) Executive was to be paid monthly for all home office expenses; and (6) Executive was to receive an automobile allowance of \$1,200 monthly.

WHEREAS, the Company and the Executive entered into a fifth amendment to the Employment Agreement (the “Fifth Amendment”) pursuant to which: (1) the term of the Employment Agreement was extended from March 1, 2023 to February 28, 2027; (2) Executive was awarded 1 million shares of the Company’s Common restricted stock; and (3) the Executive was given the option to purchase 6 million shares of the Company’s Common Stock vesting 1/36th each month over a period of three years.

WHEREAS, it is the intention of the Company and the Executive that, effective June 12, 2024, this Employment Agreement shall supersede and negate any previous employment agreements or amendments thereto, and that this Employment Agreement shall contain the full terms of the employment relationship between the Executive and the Company.

NOW THEREFORE, in consideration of the forgoing, the mutual promises contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Executive agree as follows:

Employment Agreement

1. Term of Employment. The term of this Agreement shall be for four (4) years, beginning on June 12, 2024 (the "Effective Date") and ending on May 30, 2028. Upon expiration of the term, this Agreement shall automatically renew for successive terms of one (1) year, unless, without limiting the application of Sections 5, 6 and 7 of this Agreement, either party, at least sixty (60) days prior to such renewal, gives the other party written notice of intent not to renew.

2. Duties and Responsibilities. The Company hereby employs Executive as Chief Executive Officer ("CEO") and Chairman of the Board with such powers and duties in that capacity as may be established from time to time by the Board of Directors of the Company in its discretion. In addition, Executive will devote his entire time, attention and energies to the business of the Company, its parent and their affiliates in such capacity as may be requested by the Board of Directors of the Company from time to time in its discretion during the term of this Agreement. During his employment, Executive will not engage in any other business activities, regardless of whether such activity is pursued for profits, gains, or other pecuniary advantage. Executive shall use his best efforts and skill to best promote the business and the interests of the Company. Executive shall at all times use his best efforts to preserve and maintain the business relationships between the Company and its executives, employees, clients, suppliers and vendors.

3. Compensation.

(a) Base Salary. During the term of this Agreement, the Company will pay a base salary of: (1) Three-Hundred fifty-seven thousand five-hundred dollars (\$357,500) per annum for the period of June 12, 2024 to February 28, 2025; (2) Three-Hundred ninety-three thousand two-hundred and fifty dollars (\$393,250) per annum for the period of March 1, 2025 to February 28, 2026; and (3) Four-Hundred thirty-two thousand four-hundred seventy five dollars (\$432,475) per annum for the period of March 1, 2026 to May 31, 2028, to Executive, payable in installments according to the Company's normal payroll practices and minus any legal and applicable withholdings.

(b) Salary Increases. The Company may, in its sole discretion, increase Executive's salary from time to time, depending on criteria such as Executive's performance and the financial performance of the Company.

(c) Stock and Stock Option Awards.

(i) As of the February 1, 2024, the Company awarded Employee One Million shares of the Company's Common Stock. These shares were fully vested upon grant and were issued as "Restricted Shares."

(ii) The Company granted Employee an option to purchase Six Million (6,000,000) shares of the Company's Common Stock, par value \$0.001 (the "Option") on February 1, 2024. The Option shall vest 1/36 (166,667 shares) each month over a three (3)-year period (commencing

February 1, 2024) and have an exercise price equal to the closing price of the Company's Common Stock on the date of the Option grant. The Option will be documented in an Award Agreement (as defined in the Plan) pursuant to the Company's 2024 Equity Incentive Plan (the "Plan"). The vesting of the Option shall accelerate and the Option shall be fully vested immediately prior to a Change in Control (as defined in the Plan) provided Employee is then-employed by the Company.

(d) Vacation. Executive shall be entitled to four-weeks' vacation per year during the first year of this Agreement. Executive shall be entitled to five-weeks' vacation during the second year of this Agreement. Executive shall be entitled to six-weeks' vacation during the third and fourth years of this Agreement.

(e) Holidays, Sick Days and Personal Days. Executive shall be entitled to paid holidays and sick days in accordance with the Company's policies applicable to all employees.

(f) Salary Continuation. If Executive is unable to work due to a physical or mental illness (of a nature that meets the definition of "total disability" for purposes of any Company disability insurance), the Company shall continue Executive's base salary for up to 90 days after Executive first becomes disabled. This provision shall only apply once during the term of this Agreement.

(g) Health, Life and Disability Insurance and Profit-Sharing Plans. Executive shall be entitled to participate in Company's group health, life, disability, stock option, retirement, or 401(k) plans or programs, if and when such plans or programs are offered by the Company, subject to the Executive having met any eligibility requirements for participation therein. Related to health insurance and health care, Executive shall receive a payment of \$1,500 monthly for health care related expenses in the event that there is no Company group health insurance, or he elects not to participate in the Company group health insurance

(h) Expense Reimbursement. The Company shall reimburse Executive for his expenses incurred in providing services to the Company, including expenses for travel, entertainment and similar items, in accordance with the Company's reimbursement policies as determined from time to time by the Board of the Company. In addition to the above, the Company shall: (1) pay Executive monthly for home or personal office expenses; and (2) pay to Executive an automobile allowance of \$1,200 monthly.

4. Performance Review. The Company, through its Board of Directors, shall provide Executive with an interim review and evaluation of his performance on each anniversary of this Agreement. It is contemplated that this review will normally occur in August of each year but said review may be postponed or delayed in appropriate circumstances. Executive shall be responsible for taking action to initiate the performance review.

5. Death or Disability.

(a) In the event of Executive's death, this Agreement and the Executive's salary and compensation shall automatically end.

(b) Subject to Section 3(f), if Executive becomes unable to perform his employment duties on a full-time basis during the term of this Agreement, his compensation under this Agreement shall automatically be suspended after any accrued paid-time-off has been exhausted and shall continue to be suspended until such time as Executive becomes able to resume his

duties for the Company. In the event that Executive becomes unable to perform his employment duties for a cumulative period of six months within any span of twelve months during the term of this Agreement, this Agreement and Executive's employment will be automatically terminated.

6. Termination by Company for Cause or Termination due to Change in Control.

(a) The Company may terminate this Agreement, and Executive's employment, "for cause" at any time. As used herein, "for cause" shall mean any one of the following:

- A. The willful breach or habitual neglect by Executive of his job duties and responsibilities after notice by the Company; or
- B. Conviction of any felony that should cause Executive to be unfit for continued employment by the Company or prevent Executive from performing his duties hereunder; or
- C. Commission of an act of "dishonesty," which act directly or indirectly involves the Company (an act of Executive shall not be deemed to be "dishonest" if Executive took such action in Executive's good faith belief that it was honest and in the best interest of the Company); or
- D. Any act or omission deemed as grounds for termination of employees as set forth in the Company's personnel policies in existence at the time; or
- E. A material breach of this Agreement, after notice and reasonable opportunity to cure.

In the event the Company terminates Executive's employment for cause, the Company shall pay Executive's salary through the date of termination, and any additional cash or equity compensation that would otherwise be payable for that calendar year and prior years and subsequent years, shall automatically terminate and be forfeited.

(b) *Termination due to Change in Control.* The Company recognizes that, as is the case with many publicly held corporations, the possibility of a Change in Control (as defined in **Exhibit B** attached hereto and incorporated by reference herein) may exist and that such possibility, and the uncertainty and questions which it may raise among management, could result in the departure or distraction of key management personnel to the detriment of the Company and its shareholders. The Company has determined that appropriate steps should be taken to reinforce and encourage the continued efforts and dedication of Employee as a key member of the Company's management, without distraction in the face of potentially disturbing circumstances arising from the possibility of a Change in Control. Therefore, in order to induce Employee to remain in the employ of the Company and in consideration of Employee's agreement set forth in **Exhibit B** hereto, the Company agrees that Employee shall receive the severance benefits set forth in the attached Golden Parachute Agreement in the event employment with the Company is terminated subsequent to a Change in Control.

If a Change in Control should occur and the Executive either resigns for Good Reason (as defined in Exhibit B) or is terminated pursuant to the provisions of Exhibit B, the Company shall pay Executive all base salary, bonuses and other benefits that accrued prior to the effective date of the Change in Control, and the following shall occur:

A. Base Salary. The Company shall pay to Executive a lump sum equal to four times the Executive's annual base salary in effect at the time of the termination or Good Reason resignation.

B. Effect on Stock Options. Any options granted under Section 3(h) that are unvested at the time of a Change in Control shall vest immediately and shall remain exercisable for one year following Executive's separation from the Company on the terms set forth in the applicable option agreement (including the cashless exercise feature).

D. Gross-Up Payment. If it is determined that any payment, benefit or distribution of any type that is made by the Company, any of its affiliates, or any person, in connection with a Change in Control or a termination of the Executive's employment thereafter, to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Total Payments"), would be subject to excise taxes imposed by the Internal Revenue Code, including but not limited to Sections 409A and 4999 thereof, or any interest or penalties with respect to such excise tax (such excise tax and any such interest or penalties are collectively referred to as the "Excise Tax"), then the Executive shall be entitled to receive one or more additional payments (a "Gross-Up Payment") in an amount reasonably determined to be equal to such Excise Tax. Payments under this Section are payable to the Executive even if the Executive is not eligible for severance benefits under this Agreement.

For purposes of this Section 6(b), "Change in Control" shall mean the occurrence of any of the following events: (i) a merger, consolidation, reorganization, or similar transaction with or into CLS Holdings USA, Inc. or in which securities of CLS Holdings USA, Inc. are issued, as a result of which the holders of Voting Securities immediately before such event own, directly or indirectly, immediately after such event less than fifty percent (50%) of the combined voting power of the outstanding voting securities of the parent corporation resulting from, or issuing its voting securities as part of, such event; (ii) a complete liquidation or dissolution of CLS Holdings USA, Inc.; or (iii) the sale or other disposition of more than fifty percent (50%) of the assets of CLS Holdings USA, Inc. (on a consolidated basis) to any Person.

6. Ratification. Except as specifically amended hereby, all terms of the Agreement, including Exhibit A thereto, shall remain in full force and effect.

7. Effect on Restricted Stock in Event of Termination. Upon termination of this Agreement by the Company for cause, any restricted stock granted, or to be granted, pursuant to Section 3(c) hereof that has not been earned or vested as of the date of termination shall be cancelled. Upon termination of this Agreement by the Company without cause, any restricted stock granted pursuant to Section 3(c) hereof that is not vested shall vest immediately upon the date of termination.

8. Cooperation. Upon the termination of this Agreement for any reason, Executive agrees to cooperate with the Company in effecting a smooth transition of the management of the Company with respect to the duties and responsibilities, which Executive performed for the Company. Further, after termination of this Agreement, Executive will upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation to which the Company is or may become party.

9. Confidentiality, Non-Compete and Property Rights. As a material inducement to the Company to enter into this Agreement, Executive has executed and delivered, or will execute and deliver, effective as of the Effective Date, a Confidentiality, Invention and Non-Competition Agreement ("Non-Compete Agreement") in substantially the form attached hereto as **Exhibit A**. Upon the Effective Date, Executive shall have resigned as an officer, director, and/or employee from any and all businesses with which he is or has been affiliated other than the Permitted Entities, if any, identified in the Non-Compete Agreement.

10. Resolution of Disputes by Arbitration. Any claim or controversy that arises out of or relates to this Agreement, or the breach of it, will be resolved by arbitration in Las Vegas, Nevada in accordance with the rules then existing of the American Arbitration Association. Judgment upon the award rendered may be entered in any court possessing jurisdiction over arbitration awards. This Section shall not limit or restrict the Company's right to obtain injunctive relief for violations of the Non-Compete Agreement. The prevailing party shall be entitled to payment for all costs and reasonable attorneys' fees (both trial and appellate) incurred by the prevailing party in regard to the proceedings.

11. Adequate Consideration. Executive expressly agrees that the Company has provided adequate, reasonable consideration for the obligations imposed upon him in this Agreement.

12. Effect of Prior Agreements. This Agreement supersedes any prior agreement or understanding between the Company and Executive.

13. Limited Effect of Waiver by Company. If the Company waives a breach of any provision of this Agreement by Executive, that waiver will not operate or be construed as a waiver of later breaches by Executive.

14. Notices. All notices and other communications that are required or may be given under this Agreement shall be in writing and shall be delivered personally, by overnight courier or by certified mail, with postage prepaid and with a return receipt requested, addressed to the party concerned at the following addresses:

If to the Company: CLS Holdings USA, Inc.
 516 S. 4th Street
 Las Vegas, Nevada, 33156
 Attn: Ross Silver

With a copy to: Glover & Associates
 1750 E. Ocotillo Road unit 21,
 Phoenix, Arizona 85016
 Attn: Michael Glover

If to Executive: Andrew Glashow
 115 Kane Avenue
 Middletown, RI 02842

15. Severability. If any provision of this Agreement is held invalid for any reason, such invalid provision shall be reformed, to the extent possible, to best reflect the intention of the parties, and the other provisions of this Agreement will remain in effect, insofar as they are consistent with law.

16. Assumption of Agreement by Company's Successors and Assigns. At the Company's sole option, the Company's rights and obligations under this Agreement will inure to the benefit and be binding upon the Company's successors and assigns. Executive may not assign his rights and obligations under this Agreement.

17. Applicable Law. Executive and the Company agree that this Agreement shall be subject to, and enforceable under, the laws of the State of Nevada, without giving effect to Nevada's choice of law provisions.

18. Entire Agreement; Oral Modifications Not Binding. This instrument is the entire Agreement between the Company and Executive with respect to the subject matter hereof. Executive agrees that no other promises or commitments have been made to Executive. This Agreement may be altered by the parties only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on June 12, 2024.

CLS HOLDINGS USA, INC.

CLS HOLDINGS USA INC.

By: _____
Ross Silver, Board Member

By: _____
David Zelinger, Board Member

EXECUTIVE

By: _____
Andrew Glashow

EXHIBIT A
CONFIDENTIALITY, INVENTION AND NON-COMPETITION AGREEMENT

This Golden Parachute Agreement (the “**Agreement**”) is entered into as June 12, 2024, (the **Effective Date**) by and between CLS Holdings USA, Inc., a Nevada corporation (the “**Company**”) and Andrew Glashow (“**Employee**”), the Chief Executive Officer of the Company. Company and Employee may be referred to herein as the “**Parties**.” This Agreement shall be attached to the Employment Agreement entered into between the Company and the Employee on February 1, 2024 (“**Employment Agreement**”) as Exhibit B to that agreement and shall incorporated therein. Accordingly, any capitalized words or phrases contained in this Agreement that are not independently defined herein shall be ascribed their meaning under the Employment Agreement.

RECITALS

WHEREAS, the Company considers it essential to the best interests of its shareholders to foster the continuous employment of key management personnel;

WHEREAS, the Board recognizes that, as is the case with many publicly held corporations, the possibility of a Change in Control (as defined in Section 2 below) may exist and that such possibility, and the uncertainty and questions which it may raise among management, could result in the departure or distraction of key management personnel to the detriment of the Company and its shareholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to reinforce and encourage the continued efforts and dedication of key members of the Company’s management, including Employee, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a Change in Control;

WHEREAS, in order to induce Employee to remain in the employ of the Company and in consideration of Employee’s agreement set forth below, the Company agrees that Employee shall receive the severance benefits set forth in this Agreement in the event employment with the Company is terminated subsequent to a Change in Control; and

WHEREAS, this Agreement is meant to constitute an integral part of the Employment Agreement provided, however, that in the event any provision contained in this Agreement conflicts with any provision of the Employment Agreement, the provision of this Agreement shall control.

NOW THEREFORE, in consideration of Employee’s continued employment under the Employment Agreement and other good and valuable consideration exchanged thereunder, the Parties agree as follows:

1. **Term of Agreement.** This Agreement shall commence on the Effective Date and shall continue in effect through February 28, 2027 (“the **Expiration Date**”), *provided, however*, that if a Change in Control of the Company occurs prior to the Expiration Date, this Agreement shall continue in effect for a period of 12 months beyond the month in which such Change in Control occurs. Notwithstanding the foregoing, and provided no Change in Control occurs, this Agreement shall automatically terminate upon the Expiration Date.

2. **Change in Control.** No benefits shall be payable under this Agreement unless there shall have been a Change in Control of the Company, as set forth below. For purposes of this Agreement, a “**Change in Control**” of the Company shall mean a Change in Control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), whether or not the Company is in fact required to comply with that regulation, provided that, without limitation, such a Change in Control shall be deemed to have occurred if: (A) any “**person**” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned, directly or indirectly, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) of securities of the Company representing more than 50% of the combined voting power of the Company’s then outstanding shares; (B) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control of the Company; (C) the shareholders of the Company approve a merger or consolidation of the Company with any other corporation or other entity; or (D) the shareholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all the Company’s assets.

3. Termination Following Change in Control. If any of the events described in Section 2 above constituting a Change in Control of the Company shall have occurred, Employee shall be entitled to the benefits provided in subsection 4(ii) below upon the subsequent termination of Employee's employment during the term of this Agreement. Terminations following a Change in Control shall be governed by the following definitions:

(i) *Cause*. Termination by the Company of Employee's employment for "Cause" following a Change in Control shall mean termination upon: (a) the willful and continued failure to substantially perform duties with the Company after a written demand for substantial performance is delivered by the Board, which demand specifically identifies the manner in which the Board believes that duties have not substantially been performed, or (b) the willful engaging in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise. For purposes of this subsection, no act, or failure to act, on Employee's part shall be deemed "willful" unless done, or ignored, by Employee not in good faith and without reasonable belief that the action or omission was in the best interest of the Company. Notwithstanding the foregoing, Employee shall not be deemed to have been terminated for Cause unless and until there shall have been delivered a copy of a resolution duly adopted by the affirmative and unanimous vote of the entire membership of the Board (deemed to not include Employee should he be a member of the Board as of such time) at a meeting of the Board called and held for such purpose (after reasonable notice and an opportunity to be heard by the Board), finding that, in the good faith opinion of the Board, Employee was culpable of the misconduct or omission set forth above in clauses (a) or (b) of this subsection and specifying the particulars in detail.

(ii) *Good Reason*. Employee shall be entitled to terminate employment following a Change in Control for Good Reason. For purposes of this Agreement, "Good Reason" shall mean, without express written consent of Employee, the occurrence after a Change in Control of the Company of any of the following circumstances unless such circumstances are fully corrected prior to the Date of Termination specified in the Notice of Termination, as defined in subsections 3(iv) and 3(iii), respectively:

(A) a material diminution in Employee's authority, duties or responsibility from those in effect immediately prior to the Change in Control of the Company;

(B) a material diminution in Employee's base compensation;

(C) a material change in the geographic location at which Employee performs Employee's duties, by more than 25 miles;

(D) the imposition of a requirement that Employee report to a corporate officer or employee instead of reporting directly to the Board;

(E) a material diminution in the budget over which Employee retains authority;

(F) a material breach under any agreement with the Company to continue in effect any bonus to which Employee was entitled, or any compensation plan in which Employee participates immediately prior to the Change in Control of the Company which is material to Employee's total compensation, including but not limited to any stock option or 401(k) plans or any substitute plans adopted prior to the Change in Control of the Company, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan, or the failure by the Company to continue Employee's participation in it (or in such substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount of benefits provided and the level of Employee's participation relative to other participants, as existed at the time of the Change in Control;

(G) a material breach under any agreement with the Company to provide Employee benefits substantially similar to those enjoyed by Employee under any of the Company's life insurance, medical, health and accident, or disability plans in which Employee was participating at the time of the Change in Control of the Company;

(H) the failure to continue to provide Employee with an automobile or allowance in lieu of it, if Employee was provided with such an automobile or allowance at the time of the Change in Control of the Company; and

(I) the taking of any action by the Company which would directly or indirectly materially reduce any of the above-described benefits or deprive Employee of any material fringe benefit enjoyed by Employee at the time of the Change in Control of the Company, or the failure by the Company to provide Employee with the number of paid vacation days to which Employee is entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect at the time of the Change in Control of the Company.

Employee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any circumstance constituting Good Reason under this Agreement; *provided, however*, that Employee must nonetheless provide the Company written notice of the existence of any act, omission or condition constituting "Good Reason" as set forth in this subsection 3(ii) hereof within ninety (90) days of the act, omission or condition. The Company shall have the opportunity to cure such act, omission or condition by the date that is thirty (30) days after Employee's provision of such notice by a Notice of Termination (defined in Section 3(iii) below). In all events, Employee's termination must occur within twelve (12) months of the act, omission or condition constituting Good Reason. In the event Employee delivers Notice of Termination based upon circumstances set forth in this Section 3(ii) which are fully corrected prior to the Date of Termination set forth in Employee's Notice of Termination, such Notice of Termination shall be deemed withdrawn and of no further force or effect.

(iii) *Notice of Termination.* Any purported termination of Employee's employment by the Company or by Employee shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 6 of this Agreement. For purposes of this Agreement, a "**Notice of Termination**" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Employee's employment under the provision so indicated.

(iv) *Date of Termination.* "Date of Termination" shall mean: 30 days after Notice of Termination is given, provided that if within 30 days after any Notice of Termination is given, the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the termination ("**Notice of Dispute**"). In such a case, the "**Date of Termination**" shall be the date on which the dispute is finally determined, either by mutual written agreement of the Parties, by a binding arbitration award, or by a final judgment, order or decree of a court of competent jurisdiction (which is not appealable); provided further that the Date of Termination shall be extended by a Notice of Dispute only if such notice is given in good faith and the party giving such notice pursues the resolution of such dispute with reasonable diligence. Notwithstanding the pendency of any such dispute, the Company shall continue to pay Employee his full compensation in effect when the Notice of Dispute was given (including, but not limited to, base salary) and Employee shall continue as a participant in all compensation, benefit and insurance plans in which Employee was participating, until the dispute is finally resolved in accordance with this subsection. Amounts paid under this subsection are in addition to all other amounts due under this Agreement and shall not be offset against or reduce any other amounts due under this Agreement except to the extent otherwise provided in subsection 4(iv).

4. Compensation Upon Termination. Following a Change in Control of the Company if the Company terminates Employee's employment, or if Employee terminates Employee's employment, in each case within 12 months after the Change in Control, Employee shall be entitled to the following benefits:

(i) If the Company shall terminate Employee's employment for Cause or Employee shall terminate Employees' employment for any reason other than for Good Reason, the Company shall pay Employee Employee's full base salary through the Date of Termination at the rate in effect at the time the Notice of Termination is given, plus all other amounts and benefits to which Employee is entitled under any compensation plan of the Company at the time such payments are due, and the Company shall have no further obligations to Employee under this Agreement.

(ii) If the Company shall terminate Employee's employment for any reason other than for Cause or Employee shall terminate Employee's employment for Good Reason, the Company shall pay to Employee the benefits set forth below:

(A) The Company shall pay Employee Employee's full base salary through the Date of Termination at the rate in effect at the time Notice of Termination is given, plus all other amounts and benefits to which Employee is entitled under any compensation plan of the Company.

(B) In lieu of any further salary payments to Employee for periods subsequent to the Date of Termination, the Company shall pay as severance pay to Employee a lump sum severance payment (together with the payments provided in paragraphs C and D, below, the "**Severance Payments**") equal to four (4) times the sum of Employee's annual base salary in effect immediately prior to the occurrence of the circumstance giving rise to the Notice of Termination.

(C) The Company shall pay to Employee any deferred compensation, including, but not limited to deferred bonuses, allocated or credited to Employee or to Employee's account as of the Date of Termination.

(D) In lieu of shares of common stock of the Company (the "**Company's Shares**") issuable upon the exercise of outstanding options ("**Options**"), if any, granted to Employee under the Company's Stock Option Plans (which Options shall be cancelled upon the making of the payment referred to below) the Company shall pay Employee an amount in cash equal to the product of (i) the excess of the closing price of the Company's Shares as reported on or nearest the Date of Termination, over the per share exercise price of each Option held by Employee (whether or not then fully exercisable) times (ii) the number of the Company's Shares covered by each such Option.

(E) The Company shall also pay to Employee all legal fees and expenses incurred by Employee as a result of such termination, including all such fees and expenses, if any, incurred in contesting or disputing any such termination or in seeking to obtain or enforce any right or benefit provided by this Agreement or in connection with any tax audit or proceeding to the extent attributable to the application of Section 4999 of the Internal Revenue Code of 1986, as amended (the "**Code**") to any payment or benefit provided under this Agreement).

(F) The payments provided for in paragraphs (B), (C), and (D) above, shall be made no later than the fifth day following the Date of Termination, provided, however, that if the amounts of such payments cannot be finally determined on or before such day, the Company shall pay to Employee on such day an estimate, as determined in good faith by the Company, of the minimum amount of such payments and shall pay the remainder of such payments (together with interest at the rate provided in Section 1274(b)(2)(B) of the Code) as soon as the amount can be determined but in no event later than the 30th day after the Date of Termination. In the event that the amount of the estimated payments exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company to Employee payable on the fifth day after demand by the Company (together with interest at the rate provided in Section 1274(b)(2)(B) of the Code).

(iii) Neither the Company nor any other party shall require Employee to mitigate the amount of any payment provided for in this Section 4 by seeking other employment or otherwise, nor shall the Company reduce the amount of any payment or benefit provided for in this Section 4 by any compensation earned by Employee as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by Employee to the Company, or otherwise except as specifically provided in this Section 4.

(iv) In addition to all other amounts payable to Employee under this Section 4, the Company shall pay to Employee all benefits payable to Employee under any Company 401(k) plan and any other plan or agreement relating to retirement benefits.

5. Successors; Binding Agreement.

(i) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the

effectiveness of any such succession shall be a breach of this Agreement and shall entitle Employee to compensation from the Company in the same amount and on the same terms as Employee would be entitled to under Section 4(ii) of this Agreement. For purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination.

(ii) This Agreement shall inure to the benefit of and be enforceable by Employee's personal or legal representatives, executors, administrators, heirs, distributees, and legatees. If Employee should die while any amount would still be payable to Employee if Employee had continued to live, all such amounts, unless otherwise provided in this Agreement, shall be paid in accordance with the terms of this Agreement to Employee's beneficiary or other designee or, if there is no such designee, to Employee's estate.

6. Notice. For the purpose of this Agreement, all notices and other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when hand-delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the first page of this Agreement, provided that all notices to the Company shall be directed to the attention of the Board with a copy to the Secretary of the Company, or to such other address as either Party may have furnished to the other in writing in accordance with this Agreement.

7. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Employee and such officer as may be specifically designated by the Board. No waiver by either Party to this Agreement at any time of any breach by the other Party of, or compliance with, any condition or provision of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter of this Agreement have been made by either Party which are not expressly set forth in this Agreement. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Nevada. All references to sections of the Exchange Act or the Code shall be deemed also to refer to any successor provisions to such sections. Any payments provided for shall be paid net of any applicable withholding or deduction required under federal, state or local law. The obligations of the Company under Section 4 shall survive the expiration of the term of this Agreement.

8. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings with respect to such subject matter.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to conflicts of laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of said state.

11. Dispute Resolution Process. This Section 11 shall govern any dispute, controversy, or claim related to, connected with, or arising out of this Agreement, including any question regarding its existence, validity, or termination, as well as any challenge to the tribunal's jurisdiction. If such a dispute arises, and if the dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle the dispute by mediation upon terms agreed upon by the Parties. If the Parties cannot agree on mediation terms, then the mediation shall be administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. If a Party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that Party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference, or if a Party has waived its right to mediate any issues in dispute, then any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, except as may be otherwise provided herein, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as otherwise specifically limited in this Agreement, the arbitral tribunal shall have the power to grant any remedy or relief that it deems appropriate, whether provisional or final, including conservatory relief and injunctive relief, and any such

measures ordered by the arbitral tribunal may, to the extent permitted by applicable law, be deemed to be a final award on the subject matter of the measures and shall be enforceable as such.

Claims shall be heard by a single arbitrator. If the Parties are unable to agree upon the selection of an arbitrator, the arbitrator shall be selected in accordance with the American Arbitration Association rules. The place of arbitration shall be Clark County, Nevada. The arbitration shall be governed by the laws of the State of Nevada. Hearings shall take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. The successful party shall be awarded the cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), as determined by the arbitrator. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section 11 by bringing suit in any court of competent jurisdiction. The Parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any Party. This Section 11 shall survive the termination or cancellation of this Agreement. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. The Parties agree that failure or refusal of a Party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that Party to present evidence or cross-examine witness. In such event, the other Party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying Party in the absence of evidence presented as provided for above.

12. Attorneys' Fees and Costs. If any action is brought to enforce this Agreement or to collect damages as a result of a breach of any of its provisions, the prevailing party shall also be entitled to collect its reasonable attorneys' fees and costs incurred in such action from the non-prevailing party, which costs can include the reasonable costs of investigation, expert witnesses and the costs in enforcing or collecting any judgment rendered, all as determined and awarded by the court.

13. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

Company:

CLS Holdings USA, Inc.

David Zelinger
Board Member

Employee:

By _____
Andrew Glashow

AMENDED EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter referred to as “Agreement”) is entered into by and between CLS Holdings USA, Inc., a Nevada limited liability company (hereinafter referred to as the “Company”), and Jamie Dickson (hereinafter referred to as “Executive”).

WHEREAS, the Company and the Executive entered into the original Employment Agreement (“Original Employment Agreement”) effective February 1, 2024 with Executive serving in the role of Chief Compliance Officer. The Original Employment Agreement was set to expire on January 31, 2027.

WHEREAS, the Company and the Executive entered into an Amendment to the Employment Agreement (the “Amended Employment Agreement”) pursuant to which: (1) the term of the Employment Agreement was extended to June 12, 2024 to May 31, 2028; and (2) Executive was provided with a Golden Parachute Agreement in the event of a termination in connection with a Change of Control (as defined in the Golden Parachute Agreement).

WHEREAS, it is the intention of the Company and the Executive that, effective June 12, 2024, this Amended Employment Agreement shall supersede and negate any previous employment agreements or amendments thereto, and that this Amended Employment Agreement shall contain the full terms of the employment relationship between the Executive and the Company.

NOW THEREFORE, in consideration of the forgoing, the mutual promises contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Executive agree as follows:

1. Term of Employment. The initial term of this Agreement shall be for four (4) years, beginning on June 12, 2024, (the “Effective Date”) and ending on May 31, 2028. This Agreement is up for consideration of renewal within 60 days prior to the expiration date.

2. Employment Verification. This offer of employment is contingent on you having the legal right to work in the United States. The Company is required by federal law to document and verify each new employee (both citizen and non-citizen) is legally authorized to work no later than your first day of employment, you must complete and sign Section I of Form I-9, Employment Eligibility Verification. Do not complete or sign this form until your first day of employment. You should bring on your first day sufficient documentation to demonstrate your identity and employment authorization (eligibility to work in the United States). Documents acceptable for this purpose are listed at <https://www.uscis.gov/i-9>. As required by federal law, within three business days of starting work for pay, you must present to the Company documentation that establishes your identity and employment authorization.

3. Duties and Responsibilities. The Company hereby employs Executive as the Chief Administrative Officer, Chief Compliance Officer and Corporate Secretary, with such powers and duties in that capacity as may be established from time to time by the Manager of the Company in its discretion. In addition, Executive will devote their entire time, attention and energies, and best efforts, to the business of the Company, its parent and their subsidiaries and affiliates in such capacity as may be requested by the Manager of the Company from time to time in its discretion during the term of this Agreement. Specifically, among other things, Executive shall perform: (i) the duties listed in their job description, and (ii) any other duties as assigned by the Manager. During employment, Executive will not engage in any other business activities, regardless of whether such activity is pursued for profits, gains, or other pecuniary advantage. Executive shall use best efforts and skill to best promote the business and the interests of the Company. Executive shall at all times use best efforts to preserve and maintain the business relationships between the Company and its executives, employees, clients, suppliers and vendors.

4. Compensation.

(a) Base Salary. During the term of this Agreement, the Company will pay Executive a base salary of ~~\$160,000.00~~ annually, effective February 01, 2024, payable in installments according to the Company’s normal payroll practices. Bonuses may be issued to the Executive at the discretion of the CEO for exemplary work performance or achievements. The Company shall withhold federal, state and local income, employment or other taxes as required by applicable law from all compensation or benefits paid to you in connection with your employment. By accepting this position, you agree you understand that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities.

(b) Stock Option Awards. The Company shall grant Executive an option to purchase Seven Hundred Fifty Thousand (750,000) shares of the Company’s Common Stock, par

value \$0.001 (the "Option") on the date hereof. The Option shall vest 1/36 (20,833 shares) each month over a three (3)-year period and have an exercise price equal to the closing price of the Company's Common Stock on the date of the Option grant. The Option will be documented in an Award Agreement (as defined in the Plan) pursuant to the Company's 2024 Equity Incentive Plan (the "Plan"). The vesting of the Option shall accelerate and the Option shall be fully vested immediately prior to a Change in Control (as defined in the Plan) provided Executive is then- employed by the Company.

(c) **Salary Increases.** The Company may, in its sole discretion, increase Executive's salary from time to time, depending on criteria such as Executive's performance and the financial performance of the Company.

(d) **Vacation.** Executive shall be entitled to paid vacation in accordance with the Company's policies.

(e) **Holidays, Sick Days and Personal Days.** Executive shall be entitled to paid holidays and sick days in accordance with the Company's policies.

(f) **Salary Continuation.** If Executive is unable to work due to a physical or mental illness (of a nature that meets the definition of "total disability" for purposes of any Company disability insurance), the Company shall continue Executive's base salary for up to 90 days after Executive first becomes disabled. This provision shall only apply once during the term of this Agreement.

(g) **Health, Life and Disability Insurance, and Profit-Sharing Plans.** Executive shall be entitled to participate in Company group health, life, disability, stock option, retirement, or 401(k) plans or programs, if and when such plans or programs are offered by the Company, subject to the Executive having met any eligibility requirements for participation therein. With respect to health care, the Company shall pay 90% of the Executive's employee contribution towards the cost of the health care insurance and Executive shall pay the entire premium for their spouse and dependents, if applicable, to participate in the Company's health care plan, if applicable. The Executive will be responsible for any remainder premiums, in accordance with the applicable terms and conditions for such benefits. The Company may from time to time, in its sole discretion, amend or terminate the benefits available to its employees. Executive will be covered by workers' compensation insurance, state disability insurance, and other governmental benefit programs, as required by applicable law.

(h) **Expense Reimbursement.** The Company shall reimburse Executive for the expenses incurred in providing services to the Company, including expenses for travel, entertainment and similar items, in accordance with the Company's reimbursement policies as determined from time to time by the Board of the Company. The Company shall also reimburse Executive for costs to attend compliance and continuing education courses required by applicable laws and regulations for Executive to perform the duties under this Agreement.

5. Performance Review. The Company shall provide Executive with an interim review and evaluation of their performance six months after the Effective Date of this Agreement. Executive's supervisor will contact Executive and initiate the performance review.

6. Death or Disability.

(a) In the event of Executive's death, this Agreement and the Executive's salary and compensation shall automatically end.

(b) Subject to Section 3(e), if Executive becomes unable to perform employment duties on a full-time basis during the term of this Agreement, their compensation under this Agreement shall automatically be suspended after any accrued paid time off has been exhausted and shall continue to be suspended until such time as Executive becomes able to resume job duties for the Company. In the event that Executive becomes unable to perform the employment duties for a cumulative period of six months within any span of twelve months during the term of this Agreement, this Agreement and Executive's employment will be automatically terminated.

7. Termination by Company for Cause.

(a) The Company may terminate this Agreement, and Executive's employment, "for cause" at any time. As used herein "for cause" shall mean any one of the following:

(i) The willful breach or habitual neglect by Executive of their job duties and responsibilities after notice by the Company; or

(ii) Conviction of any felony that should cause Executive to be unfit for continued employment by the Company or prevent Executive from performing their duties hereunder; or

(iii) Commission of an act of "dishonesty," which act directly or indirectly involves the Company (an act of Executive shall not be deemed to be "dishonest" if Executive took such action in Executive's good faith belief that it was honest and in the best interest of the Company); or

(iv) Any act or omission deemed as grounds for termination of employees as set forth in the Company's personnel policies in existence at the time; or

(v) A material breach of this Agreement, after notice and an opportunity to cure.

In the event the Company terminates Executive's employment for cause, Executive's salary and any additional cash or equity compensation that would otherwise be payable for that calendar year and prior years and subsequent years shall automatically terminate and be forfeited.

8. Termination by Company without Cause. If the Company terminates Executive without "cause," as defined above, within one year after the Effective Date, then the Company shall pay Executive one month's salary and provide Executive with group health insurance coverage for one month in full and complete satisfaction of its obligations under this Agreement.

9. Termination from a Change in Control. The Company recognizes that, as is the case with many publicly held corporations, the possibility of a Change in Control (as defined in Exhibit B attached hereto and incorporated by reference herein) may exist and that such possibility, and the uncertainty and questions which it may raise among management, could result in the departure or distraction of key management personnel to the detriment of the Company and its shareholders. The Company has determined that appropriate steps should be taken to reinforce and encourage the continued efforts and dedication of key members of the Company's management, including Employee, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a Change in Control. Therefore, in order to induce Employee to remain in the employ of the Company and in consideration of Employee's agreement set forth in **Exhibit B** hereto, the Company agrees that Employee shall receive the severance benefits set forth in the attached Golden Parachute Agreement in the event employment with the Company is terminated subsequent to a Change in Control.

10. Cooperation. Upon the termination of this Agreement for any reason, Executive agrees to cooperate with the Company in effecting a smooth transition of the management of the Company with respect to the duties and responsibilities, which Executive performed for the Company. Further, after termination of this Agreement, Executive will upon reasonable notice, furnish such information and proper assistance to the Company as it may reasonably require in connection with any litigation to which the Company is or may become party.

11. Confidentiality, Non-Compete, and Property Rights. As a material inducement to the Company to enter into this Agreement, Executive has executed and delivered, or will execute and deliver, effective as of the Effective Date, a Confidentiality, Non-Compete, and Property Rights Agreement ("Non-Compete Agreement") and ("Non-Disclosure Agreement") in substantially the form attached hereto as **Exhibit A**. Upon the Effective Date, Executive shall have resigned as an officer, director, and/or employee from any and all external THC cannabis businesses with which Executive is or has been affiliated.

12. Resolution of Disputes by Mediation and Arbitration. Any dispute, claim, or controversy that arises out of or relates to this Employment, or the breach of it, will be resolved first by mediation. To the extent the dispute, claim, or controversy is not resolved in mediation, the dispute, claim, or controversy will be resolved by arbitration in Las Vegas, Nevada in accordance with the rules then existing of the American Arbitration Association. Judgment upon the award rendered may be entered in any court possessing jurisdiction over arbitration awards. This Section shall not limit or restrict the Company's right to obtain injunctive relief for violations of the Non-Compete Agreement. The prevailing party shall be entitled to payment for all costs and reasonable attorneys' fees (both trial and appellate) incurred by the prevailing party in regard to the mediation, arbitration, and/or any litigation commenced to resolve the dispute, claim, or controversy.

13. Compliance with Other Policies. As a condition of your employment, you are required to read, acknowledge, and abide by every protocol and every policy of the Company as set forth in the Employee Handbook, Code of Conduct, Conflict of Interest and Related-Party Transactions Policy and any amendments thereto or all other published policies of the Company now and in the future.

14. Adequate Consideration. Executive expressly agrees that the Company has provided adequate, reasonable consideration for the obligations imposed upon them in this Agreement.

15. Effect of Prior Agreements. This Agreement supersedes any prior agreement or understanding between the Company and Executive.

16. Limited Effect of Waiver by Company. If the Company waives a breach of any provision of this Agreement by Executive, that waiver will not operate or be construed as a waiver of later breaches by Executive.

17. Notices. All notices and other communications that are required or may be given under this Employment shall be in writing and shall be delivered via an electronic copy via e-mail, addressed to the party concerned at the following addresses:

If to the Company: CLS Holdings USA, Inc.
jamie@oasiscannabis.com
aglashow63@gmail.com

With a copy to: Michael Glover, Esq.
michaelglover12@icloud.com

If to Executive: Jamie Dickson
jamie@oasiscanabis.com

18. Severability. If any provision of this Agreement is held invalid for any reason, such invalid provision shall be reformed, to the extent possible, to best reflect the intention of the parties, and the other provisions of this Agreement will remain in effect, insofar as they are consistent with law.

19. Assumption of Agreement by Company's Successors and Assigns. At the Company's sole option, the Company's rights and obligations under this Agreement will inure to the benefit and be binding upon the Company's successors and assigns. Executive may not assign their rights and obligations under this Agreement.

20. Applicable Law. Executive and the Company agree that this Agreement shall be subject to, and enforceable under, the laws of the State of Nevada, without giving effect to Nevada's choice of law provisions.

21. Entire Agreement; Oral Modifications Not Binding. This instrument is the entire Agreement between the Company and Executive with respect to the subject matter hereof. Executive agrees that no other promises or commitments have been made to Executive. This Agreement may be altered by the parties only by a written Agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

[SIGNATURES ON FOLLOWING PAGE]

ACKNOWLEDGMENT AND ACCEPTANCE OF EMPLOYMENT OFFER

I have read and understood the terms of this Agreement. By signing below, I:

- (1) fully agree to the terms and conditions set forth in this Agreement;
- (2) acknowledge there are no marginal notations or revisions to these documents; and
- (3) have not relied on any promises, commitments, statements or representations, whether spoken or in writing, made to me by any Company representative, except for what is expressly stated in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on June 12, 2024.

COMPANY

EXECUTIVE

CLS Holdings USA, Inc.



By: _____
Andrew Glashow, Chairman and CEO

Jamie Dickson

EXHIBIT A

**Updated NCA and NDA Agreements:
Signed and on file with HR Dept
April 27, 2022.**

This Golden Parachute Agreement (the “**Agreement**”) is entered into as June 12, 2024, (the **Effective Date**) by and between CLS Holdings USA, Inc., a Nevada corporation (the “**Company**”) and Jamie Dickson (“**Employee**”), the Chief Compliance Officer of the Company. Company and Employee may be referred to herein as the “**Parties**.” This Agreement shall be attached to the Employment Agreement entered into between the Company and the Employee on February 1, 2024 (“**Employment Agreement**”) as **Exhibit B** to that agreement and shall incorporated therein. Accordingly, any capitalized words or phrases contained in this Agreement that are not independently defined herein shall be ascribed their meaning under the Employment Agreement.

RECITALS

WHEREAS, the Company considers it essential to the best interests of its shareholders to foster the continuous employment of key management personnel;

WHEREAS, the Board recognizes that, as is the case with many publicly held corporations, the possibility of a Change in Control (as defined in Section 2 below) may exist and that such possibility, and the uncertainty and questions which it may raise among management, could result in the departure or distraction of key management personnel to the detriment of the Company and its shareholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to reinforce and encourage the continued efforts and dedication of key members of the Company’s management, including Employee, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a Change in Control;

WHEREAS, in order to induce Employee to remain in the employ of the Company and in consideration of Employee’s agreement set forth below, the Company agrees that Employee shall receive the severance benefits set forth in this Agreement in the event employment with the Company is terminated subsequent to a Change in Control; and

WHEREAS, this Agreement is meant to constitute an integral part of the Employment Agreement provided, however, that in the event any provision contained in this Agreement conflicts with any provision of the Employment Agreement, the provision of this Agreement shall control.

NOW THEREFORE, in consideration of Employee’s continued employment under the Employment Agreement and other good and valuable consideration exchanged thereunder, the Parties agree as follows:

1. **Term of Agreement.** This Agreement shall commence on the Effective Date and shall continue in effect through February 28, 2028 (“the **Expiration Date**”), *provided, however*, that if a Change in Control of the Company occurs prior to the Expiration Date, this Agreement shall continue in effect for a period of 12 months beyond the month in which such Change in Control occurs. Notwithstanding the foregoing and provided no Change in Control occurs, this Agreement shall automatically terminate upon the Expiration Date.

2. **Change in Control.** No benefits shall be payable under this Agreement unless there shall have been a Change in Control of the Company, as set forth below. For purposes of this Agreement, a “**Change in Control**” of the Company shall mean a Change in Control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), whether or not the Company is in fact required to comply with that regulation, provided that, without limitation, such a Change in Control shall be deemed to have occurred if: (A) any “**person**” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned, directly or indirectly, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act) of securities of the Company representing more than 50% of the combined voting power of the Company’s then outstanding shares; (B) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control of the Company; (C) the shareholders of the Company approve a merger or consolidation of the Company with any other corporation or other entity; or (D) the shareholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all the Company’s assets.

3. Termination Following Change in Control. If any of the events described in Section 2 above constituting a Change in Control of the Company shall have occurred, Employee shall be entitled to the benefits provided in subsection 4(ii) below upon the subsequent termination of Employee's employment during the term of this Agreement. Terminations following a Change in Control shall be governed by the following definitions:

(i) *Cause*. Termination by the Company of Employee's employment for "Cause" following a Change in Control shall mean termination upon: (a) the willful and continued failure to substantially perform duties with the Company after a written demand for substantial performance is delivered by the Board, which demand specifically identifies the manner in which the Board believes that duties have not substantially been performed, or (b) the willful engaging in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise. For purposes of this subsection, no act, or failure to act, on Employee's part shall be deemed "willful" unless done, or ignored, by Employee not in good faith and without reasonable belief that the action or omission was in the best interest of the Company. Notwithstanding the foregoing, Employee shall not be deemed to have been terminated for Cause unless and until there shall have been delivered a copy of a resolution duly adopted by the affirmative and unanimous vote of the entire membership of the Board (deemed to not include Employee should he be a member of the Board as of such time) at a meeting of the Board called and held for such purpose (after reasonable notice and an opportunity to be heard by the Board), finding that, in the good faith opinion of the Board, Employee was culpable of the misconduct or omission set forth above in clauses (a) or (b) of this subsection and specifying the particulars in detail.

(ii) *Good Reason*. Employee shall be entitled to terminate employment following a Change in Control for Good Reason. For purposes of this Agreement, "Good Reason" shall mean, without express written consent of Employee, the occurrence after a Change in Control of the Company of any of the following circumstances unless such circumstances are fully corrected prior to the Date of Termination specified in the Notice of Termination, as defined in subsections 3(iv) and 3(iii), respectively:

(A) a material diminution in Employee's authority, duties or responsibility from those in effect immediately prior to the Change in Control of the Company;

(B) a material diminution in Employee's base compensation;

(C) a material change in the geographic location at which Employee performs Employee's duties, by more than 25 miles;

(D) the imposition of a requirement that Employee report to a corporate officer or employee instead of reporting directly to the Board;

(E) a material diminution in the budget over which Employee retains authority;

(F) a material breach under any agreement with the Company to continue in effect any bonus to which Employee was entitled, or any compensation plan in which Employee participates immediately prior to the Change in Control of the Company which is material to Employee's total compensation, including but not limited to any stock option or 401(k) plans or any substitute plans adopted prior to the Change in Control of the Company, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan, or the failure by the Company to continue Employee's participation in it (or in such substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount of benefits provided and the level of Employee's participation relative to other participants, as existed at the time of the Change in Control;

(G) a material breach under any agreement with the Company to provide Employee benefits substantially similar to those enjoyed by Employee under any of the Company's life insurance, medical, health and accident, or disability plans in which Employee was participating at the time of the Change in Control of the Company;

(H) the failure to continue to provide Employee with an automobile or allowance in lieu of it, if Employee was provided with such an automobile or allowance at the time of the Change in Control of the Company; and

(I) the taking of any action by the Company which would directly or indirectly materially reduce any of the above-described benefits or deprive Employee of any material fringe benefit enjoyed by Employee at the time of the Change in Control of the Company, or the failure by the Company to provide Employee with the number of paid vacation days to which Employee is entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect at the time of the Change in Control of the Company.

Employee's continued employment shall not constitute consent to, or a waiver of rights with respect to, any circumstance constituting Good Reason under this Agreement; *provided, however*, that Employee must nonetheless provide the Company written notice of the existence of any act, omission or condition constituting "Good Reason" as set forth in this subsection 3(ii) hereof within ninety (90) days of the act, omission or condition. The Company shall have the opportunity to cure such act, omission or condition by the date that is thirty (30) days after Employee's provision of such notice by a Notice of Termination (defined in Section 3(iii) below). In all events, Employee's termination must occur within twelve (12) months of the act, omission or condition constituting Good Reason. In the event Employee delivers Notice of Termination based upon circumstances set forth in this Section 3(ii) which are fully corrected prior to the Date of Termination set forth in Employee's Notice of Termination, such Notice of Termination shall be deemed withdrawn and of no further force or effect.

(iii) *Notice of Termination.* Any purported termination of Employee's employment by the Company or by Employee shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 6 of this Agreement. For purposes of this Agreement, a "**Notice of Termination**" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Employee's employment under the provision so indicated.

(iv) *Date of Termination.* "Date of Termination" shall mean: 30 days after Notice of Termination is given, provided that if within 30 days after any Notice of Termination is given, the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the termination ("**Notice of Dispute**"). In such a case, the "**Date of Termination**" shall be the date on which the dispute is finally determined, either by mutual written agreement of the Parties, by a binding arbitration award, or by a final judgment, order or decree of a court of competent jurisdiction (which is not appealable); provided further that the Date of Termination shall be extended by a Notice of Dispute only if such notice is given in good faith and the party giving such notice pursues the resolution of such dispute with reasonable diligence. Notwithstanding the pendency of any such dispute, the Company shall continue to pay Employee his full compensation in effect when the Notice of Dispute was given (including, but not limited to, base salary) and Employee shall continue as a participant in all compensation, benefit and insurance plans in which Employee was participating, until the dispute is finally resolved in accordance with this subsection. Amounts paid under this subsection are in addition to all other amounts due under this Agreement and shall not be offset against or reduce any other amounts due under this Agreement except to the extent otherwise provided in subsection 4(iv).

4. Compensation Upon Termination. Following a Change in Control of the Company if the Company terminates Employee's employment, or if Employee terminates Employee's employment, in each case within 12 months after the Change in Control, Employee shall be entitled to the following benefits:

(i) If the Company shall terminate Employee's employment for Cause or Employee shall terminate Employees' employment for any reason other than for Good Reason, the Company shall pay Employee Employee's full base salary through the Date of Termination at the rate in effect at the time the Notice of Termination is given, plus all other amounts and benefits to which Employee is entitled under any compensation plan of the Company at the time such payments are due, and the Company shall have no further obligations to Employee under this Agreement.

(ii) If the Company shall terminate Employee's employment for any reason other than for Cause or Employee shall terminate Employee's employment for Good Reason, the Company shall pay to Employee the benefits set forth below:

(A) The Company shall pay Employee Employee's full base salary through the Date of Termination at the rate in effect at the time Notice of Termination is given, plus all other amounts and benefits to which Employee is entitled under any compensation plan of the Company.

(B) In lieu of any further salary payments to Employee for periods subsequent to the Date of Termination, the Company shall pay as severance pay to Employee a lump sum severance payment (together with the payments provided in paragraphs C and D, below, the "**Severance Payments**") equal to four (4) times the sum of Employee's annual base salary in effect immediately prior to the occurrence of the circumstance giving rise to the Notice of Termination.

(C) The Company shall pay to Employee any deferred compensation, including, but not limited to deferred bonuses, allocated or credited to Employee or to Employee's account as of the Date of Termination.

(D) In lieu of shares of common stock of the Company (the "**Company's Shares**") issuable upon the exercise of outstanding options ("**Options**"), if any, granted to Employee under the Company's Stock Option Plans (which Options shall be cancelled upon the making of the payment referred to below) the Company shall pay Employee an amount in cash equal to the product of (i) the excess of the closing price of the Company's Shares as reported on or nearest the Date of Termination, over the per share exercise price of each Option held by Employee (whether or not then fully exercisable) times (ii) the number of the Company's Shares covered by each such Option.

(E) The Company shall also pay to Employee all legal fees and expenses incurred by Employee as a result of such termination, including all such fees and expenses, if any, incurred in contesting or disputing any such termination or in seeking to obtain or enforce any right or benefit provided by this Agreement or in connection with any tax audit or proceeding to the extent attributable to the application of Section 4999 of the Internal Revenue Code of 1986, as amended (the "**Code**") to any payment or benefit provided under this Agreement).

(F) The payments provided for in paragraphs (B), (C), and (D) above, shall be made no later than the fifth day following the Date of Termination, provided, however, that if the amounts of such payments cannot be finally determined on or before such day, the Company shall pay to Employee on such day an estimate, as determined in good faith by the Company, of the minimum amount of such payments and shall pay the remainder of such payments (together with interest at the rate provided in Section 1274(b)(2)(B) of the Code) as soon as the amount can be determined but in no event later than the 30th day after the Date of Termination. In the event that the amount of the estimated payments exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company to Employee payable on the fifth day after demand by the Company (together with interest at the rate provided in Section 1274(b)(2)(B) of the Code).

[(iii). In the event that Employee is a "disqualified individual" within the meaning of Section 280G of the Code, the parties expressly agree that the payments described in this Section 4 and all other payments to Employee under any other agreements or arrangements with any persons which constitute "parachute payments" within the meaning of Section 280G of the Code are collectively subject to an overall maximum limit. Such maximum limit shall be \$1 less than the aggregate amount which would otherwise cause any such payments to be considered a "parachute payment" within the meaning of Section 280G of the Code, as determined by the Company. Accordingly, to the extent that such payments would be considered a "parachute payment" with respect to Employee, then the portions of such payments shall be reduced or eliminated in the following order until the remaining Change in Control termination payments with respect to Employee is within the maximum described in this subsection (iv):

- (A) First, any cash payment to Employee;
- (B) Second, any Change in Control termination payments not described herein; and
- (C) Third, any forgiveness of indebtedness of Employee's to the Company.]

[(iv)] Neither the Company nor any other party shall require Employee to mitigate the amount of any payment provided for in this Section 4 by seeking other employment or otherwise, nor shall the Company reduce the amount of any payment or benefit provided for in this Section 4 by any compensation earned by Employee as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by Employee to the Company, or otherwise except as specifically provided in this Section 4.

[(v)] In addition to all other amounts payable to Employee under this Section 4, the Company shall pay to Employee all benefits payable to Employee under any Company 401(k) plan and any other plan or agreement relating to retirement benefits.

5. Successors; Binding Agreement.

(i) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle Employee to compensation from the Company in the same amount and on the same terms as Employee would be entitled to under Section 4(ii) of this Agreement. For purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination.

(ii) This Agreement shall inure to the benefit of and be enforceable by Employee's personal or legal representatives, executors, administrators, heirs, distributees, and legatees. If Employee should die while any amount would still be payable to Employee if Employee had continued to live, all such amounts, unless otherwise provided in this Agreement, shall be paid in accordance with the terms of this Agreement to Employee's beneficiary or other designee or, if there is no such designee, to Employee's estate.

6. Notice. For the purpose of this Agreement, all notices and other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when hand-delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the first page of this Agreement, provided that all notices to the Company shall be directed to the attention of the Board with a copy to the Secretary of the Company, or to such other address as either Party may have furnished to the other in writing in accordance with this Agreement.

7. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Employee and such officer as may be specifically designated by the Board. No waiver by either Party to this Agreement at any time of any breach by the other Party of, or compliance with, any condition or provision of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter of this Agreement have been made by either Party which are not expressly set forth in this Agreement. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Nevada. All references to sections of the Exchange Act or the Code shall be deemed also to refer to any successor provisions to such sections. Any payments provided for shall be paid net of any applicable withholding or deduction required under federal, state or local law. The obligations of the Company under Section 4 shall survive the expiration of the term of this Agreement.

8. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings with respect to such subject matter.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to conflicts of laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of said state.

11. Dispute Resolution Process. This Section 11 shall govern any dispute, controversy, or claim related to, connected with, or arising out of this Agreement, including any question regarding its existence, validity, or termination, as well as any challenge to the tribunal's jurisdiction. If such a dispute arises, and if the dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle the dispute by mediation upon terms agreed upon by the Parties. If the Parties cannot agree on mediation terms, then the mediation shall be administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. If a Party fails to respond to a written request for mediation within 30 days after service or fails to participate in any scheduled mediation conference, that Party shall be deemed to have waived its right to mediate the issues in dispute. If the mediation does not result in settlement of the dispute within 30 days after the initial mediation conference, or if a Party has waived its right to mediate any issues in dispute, then any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, except as may be otherwise provided herein, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as otherwise specifically limited in this Agreement, the arbitral tribunal shall have the power to grant any remedy or relief that it deems appropriate, whether provisional or final, including conservatory relief and injunctive relief, and any such measures ordered by the arbitral tribunal may, to the extent permitted by applicable law, be deemed to be a final award on the subject matter of the measures and shall be enforceable as such.

Claims shall be heard by a single arbitrator. If the Parties are unable to agree upon the selection of an arbitrator, the arbitrator shall be selected in accordance with the American Arbitration Association rules. The place of arbitration shall be Clark County, Nevada. The arbitration shall be governed by the laws of the State of Nevada. Hearings shall take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. The successful party shall be awarded the cost of the arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable (including, without limitation, reasonable attorneys' fees and costs), as determined by the arbitrator. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section 11 by bringing suit in any court of competent jurisdiction. The Parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any Party. This Section 11 shall survive the termination or cancellation of this Agreement. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. The Parties agree that failure or refusal of a Party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that Party to present evidence or cross-examine witness. In such event, the other Party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying Party in the absence of evidence presented as provided for above.

12. Attorneys' Fees and Costs. If any action is brought to enforce this Agreement or to collect damages as a result of a breach of any of its provisions, the prevailing party shall also be entitled to collect its reasonable attorneys' fees and costs incurred in such action from the non-prevailing party, which costs can include the reasonable costs of investigation, expert witnesses and the costs in enforcing or collecting any judgment rendered, all as determined and awarded by the court.

13. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

Company:

CLS Holdings USA, Inc.

Andrew Glashow
CEO and Chairman

Employee:

By _____
Jamie Dickson