

COO AGREEMENT

Turner Valley Oil & Gas, Inc.

Office: 5900 Balcones Drive Suite 4503 Austin, TX 78731
Phone: 1-830-291-8189
Email: TurnerVentureGroupInc@gmail.com

Attn: Kyle Williams

Address: 13307 Skinner Rd. Cypress, TX 77429
Phone: 1-832-349-5535
Email: info@herban-healing.com

Turner Valley Oil and Gas, Inc. – Kyle Williams - Contractor Agreement

1. Engagement
 - 1.1. Kyle Williams("Contractor") is hereby engaged to work as an independent contractor on a part-time basis for the purpose of management for Turner Valley Oil and Gas, Inc. ("Client").
 - 1.2. It is intended that Contractor provide the following services to Client:
 - 1.2.1. To serve as Chief Operating Officer, COO for Client performing such essential duties thereof including but not limited to assisting with day to day operation and administration of duties involved in advancing to operation and growth of the Company. To include budgeting, capital raising/deployment, human resource administration, marketing implementation, e - commerce development and due diligence on future acquisitions.
 - 1.2.2. It is understood that the Contractor will perform all services as an independent contractor of Client.
2. Compensation
 - 2.1. As consideration for Contractor's services, Client will pay as follows:
 - 2.1.1. In exchange for general administration services, a payment of \$2,500.00 payable in stock every 30 days as base salary. Compensation is considered fully earned upon issuance. All stock issuances will be made in the name of Kyle Williams or as assigns. All stock in this agreement is priced based on the average closing price of the last 5 days of the month.
 - 2.1.2. Contractor shall be entitled to share of Earn-In payable in Client's common stock based on successful closings of additional acquisition. Client shall pay to management and advisory team a 10% Earn-In at that time, respective split between team shall be negotiated at that time. Client common stock shall be priced at the same price as incoming acquisition.
 - 2.1.3. Contractor or as assigns shall receive 5% bonus of Client's common stock based on a percentage of Herban Healing LLC net profits once above \$1,000,000 for the year ending date. Bonus is calculated as percentage of the total and paid annually so long as profits remain above \$1,000,000. Client's common stock issued shall be based on the average month ending closing price for the 3 prior months. Subject registration or exemption regulations.

- 2.1.4. It is understood that the full amount of compensation issued to Contractor is independent contractor income, and shall be reported as such to the Internal Revenue Service.
 - 2.2. Client will facilitate, including payment of any legal fees for opinion letters, the removal of restrictions on stock assigned to Contractor at Client's expense as soon as the event would be legal and meets regulatory requirements of governing bodies.
 - 2.3. The compensation of the Contractor may be adjusted from time to time as agreed by the parties. This shall be negotiated if Contractor is appointed as an employee or changes to full-time status. Additional cash and stock compensation shall be negotiated.
3. Confidential Information
 - 3.1. Definition. As used herein, Confidential information shall mean any information and data of a confidential or proprietary nature which is disclosed by Client to Contractor, including but not limited to, information with respect to financial information pertaining to the business of Client or its clients, know-how, customer contacts or lists, business process, strategy and marketing of services, products, other technology relating to computer networking, data communications, voice communications and, computing services and financial information related to capital structures, financial statements or any relative information to the business of Client which may be disclosed pursuant to this Agreement.
 - 3.2. Client may furnish Contractor with public company information which, if not already in the public domain, should be considered privileged insider information. This information that has not already been made public, may not be divulged by the Contractor.
 - 3.3. Client and Contractor will promptly notify the other if it learns of any material misstatements in, or material omissions from, any information previously delivered to Contractor.
 - 3.4. Additionally, Contractor recognizes that all information about the day-to-day operations of Client, potential business deals, and general business models are to be held in strict confidence. No press release, statements to shareholders, or investment prospectuses shall be issued by Contractor without approval from the Client.
 - 3.5. Contractor shall maintain confidentiality of all Confidential Information disclosed by Client until three years after this Agreement is terminated.
4. Effective Date and Termination
 - 4.1. The Effective Date of this Agreement shall be May 15th, 2022 and shall renew monthly automatically until terminated. This agreement may be terminated with notice by either party.
5. Marketing
 - 5.1. Contractor may not publicly cite work done for Client under this Agreement for marketing purposes unless approved by the Board Of Directors.
6. Notification
 - 6.1. Any Notice to be given in connection with this Agreement shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, addressed to the party entitled or required to receive such Notice at the address for each party as follows:
 - 6.1.1. To: Kyle Williams

- 6.1.1.1. Address: 13307 Skinner Rd. Cypress, TX 77429
- 6.1.1.2. Email: info@herban-healing.com
- 6.1.2. To: Turner Valley Oil and Gas, Inc. Attention: Dr. Jordan Balencic
- 6.1.2.1. Address: 5900 Balcones Drive Suite 4503 Austin, TX 78731
- 6.1.2.2. Email: TurnerVentureGroupInc@gmail.com


7. Miscellaneous

- 7.1. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, expressed or implied, however, is intended to confer or does confer on any person or entity, other than the parties hereto and their respective successors and permitted assigns any rights not specifically set for in this Agreement.
- 7.2. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect pursuant to the terms hereof.
- 7.3. The failure of one party to require performance at any time thereafter shall not constitute a waiver of any breach or default of this Agreement or constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 7.4. This Agreement incorporates the entire understanding of the parties regarding the subject matter hereof, and supersedes all previous agreements or understanding regarding the same, whether written or oral.
- 7.5. Client shall indemnify and hold Contractor harmless against any losses, claims, damages, expenses or liabilities to which Contractor may become subject in connection with the services contemplated herein and shall reimburse Contractor for any legal or other expenses incurred in connection with investigating, settling or defending any action or claim in connection therewith; provided however, that Client shall not be liable in any such case to the extent that any such loss, claim, damage or liability is found in a final judgment of a court of competent jurisdiction to have resulted from a breach of Contractor obligations to Client in connection with the performance by Contractor of the services pursuant hereto or from Contractor's gross negligence or willful misfeasance in performing such services. This indemnity agreement shall remain operative and in full force and effect regardless of any termination of this agreement or any investigation made by or on behalf of any of the parties, and shall survive the delivery and payment for a period of three years.
- 7.6. This Agreement may not be amended, and no portion hereof may be waived, except in a writing duly executed by the parties.
- 7.7. This Agreement shall be governed by the laws of the State of Texas without regard to such State's rules concerning conflict of laws, and both parties agree that Texas shall be the forum in which any dispute under this contract is governed.
- 7.8. The losing party in the event of litigation agrees to pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award or judgment in favor of the winning party.
- 7.9. As part of this Agreement, the Contractor and Client shall maintain access to all Corporate documents and accounts. This includes login information and associated passwords to OTC Markets, gmail accounts for the Client, datarooms, bank account information, Secretary of State of Nevada, social media, vendors and all other online accounts. All corporate accounts shall use the email TurnerVentureGroupinc@gmail.com

and both the Contractor and Client shall both maintain full access until such time as the Contractor relationship is terminated and Client shall change password information.

Accepted and agreed to as of May 15, 2022

Kyle Williams
DocuSigned by:

By: 
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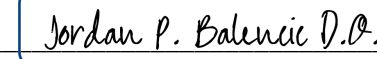
5/20/2022

Date: _____

Turner Valley Oil and Gas, Inc.

Dr. Jordan Balencic

DocuSigned by:

By: 
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5/21/2022

Date: _____