



Done
at Frankfurt am Main
on
22 October 2019

Before me, the undersigned notary
Dr. Benjamin Vins
whose official seat is Frankfurt am Main

appeared today:

- 1) Mr. Sebastian Diemer, born on 31 December 1986, with business address at Am Birnbaum 2, 65191 Wiesbaden, personally known to the notary, hereinafter acting not in his own name but for

Unicorn Asset Management GmbH,
with corporate seat in Wiesbaden
(Mailing address: Am Birnbaum 2, 65191 Wiesbaden)
registered with the commercial register of the local court of
Frankfurt am Main under HRB 31003,

as managing director with the power to represent the company alone and exempted from the restrictions of § 181 of the German Civil Code (*BGB*).

- 2) Mr. Niklas **Kouparanis**, born on 5 October 1989, resident at Grüneburgweg 139, 60323 Frankfurt am Main, personally known to the notary, hereinafter acting not in his own name but for

Sivota Holding GmbH,
with corporate seat in Taunusstein
(Mailing address: Bornerstraße 4, 65232 Taunusstein)
registered with the commercial register of the local court of
Wiesbaden under HRB 30717,

as managing director with the power to represent the company alone and exempted from the restrictions of § 181 of the German Civil Code (*BGB*).

- 3) Dr. Matthias **Thom**, born on 9 November 1984, with business address at Rosa-Luxemburg-Straße 2, 10178 Berlin, identified by his German identity card, hereinafter acting not in his own name but for

a)

HB Capital GmbH,
with corporate seat in Berlin
(Mailing address: c/o IONIQ Group GmbH, Rosa-Luxemburg-Straße 2, 10178 Berlin)
registered with the commercial register of the local court of
Charlottenburg under HRB 188360,

based on a written power of attorney dated 21 October 2019, the original of which was presented at notarization and a copy of which – hereby certified – is attached to this deed.

b)

Tiger Soft Pharma UG (haftungsbeschränkt),
with corporate seat in Berlin
(Mailing address: Köpenicker Chaussee 3a, 10317 Berlin)
registered with the commercial register of the local court of
Charlottenburg under HRB 209458 B

based on a written power of attorney dated 21 October 2019, a copy of which was presented at notarization with the promise to provide the notary with the original without undue delay.

- 4) Mr. Schahin **Haghani**, born on 22 April 1973, with business address at c/o ARNECKE SIBETH DABELSTEIN, Oberanger 34 – 36, 80331 München, identified by his German identity card, hereinafter acting not in his own name but for

DEUTSCHLAND CANNABIS DISTRIBUTORS LIMITED,

with corporate seat in Vancouver, BC / Canada

(Mailing address: Suite 810 - 789 West Pender Street Vancouver, BC V6C 1H2, Canada)

registered in the British Columbia Registry Services under
incorporation no. BC1221052.

based on a written power of attorney, a copy of which was presented at notarization with the promise to provide the notary with an original power of attorney (notarized and legalized) without undue delay.

The notary explained the prohibition pursuant to Sec. 3 para. 1 sent. 1 no. 7 of the German Act on Notarial Records (*Beurkundungsgesetz*). When asked by the notary, the persons appearing denied any prior participation within the meaning of this provision.

Advised by the notary on their duty to disclose relevant facts pursuant to the German Act on the Prevention of Money Laundering (*Geldwäschegesetz*), the persons appearing declared that they and, respectively, the persons or entities represented by them, were hereinafter only acting for their own account.

The persons appearing requested that this instrument be recorded in the English language. The notary convinced himself that the persons appearing are in adequate command of the English language and declared that he is in command of the English language as well.

In preparation of this deed, on 21 and 22 October 2019, a "**Reference Deed**" (*Bezugsurkunde*) (roll of deeds no. 699/2019 V of the notary Dr. Benjamin Vins, Frankfurt am Main) containing certain exhibits in relation to this deed was notarized.

The original of this Reference Deed, to which reference is made hereby, was available during the notarization of this deed, and the content of such Reference Deed is known to the parties. Having been instructed by the notary on the meaning of making reference according to Sec. 13a BeurkG, the parties declared to waive the reading of such Reference Deed and its attaching to this deed. Save as otherwise provided in this deed, any exhibits ("Exhibits") referenced in this deed shall refer to the exhibits ("Exhibits") contained in the Reference Deed.

IV

The notary instructed the parties that he has no knowledge about the tax situation of the parties, that he has not investigated the tax consequences resulting from the agreement notarized in this deed and that he recommends that the parties, if required, seek advice by a tax consultant or auditor prior to entering into the agreements notarized in this deed. The parties explicitly confirmed that the notary has not rendered any tax (law) advice.

The persons appearing – acting as described above – declared with the request for notarization the following:

[next pages to follow]

SHARE PURCHASE AGREEMENT

relating to all shares in
The Good Company GmbH

THIS SHARE PURCHASE AGREEMENT is made effective as of the 22 day of October 2019 (the "**Agreement**").

BETWEEN:

UNICORN ASSET MANAGEMENT GMBH, with its registered office in Wiesbaden, Germany, registered with the commercial register at the local court of Wiesbaden, Germany, under no. HRB 31003, having its business address at Am Birnbaum 2, 65191 Wiesbaden, Germany
(the "**Seller 1**")

SIVOTA HOLDING GMBH, with its registered office in Taunusstein, Germany, registered with the commercial register at the local court of Wiesbaden, Germany, under no. HRB 30717 B, having its business address at Bornerstraße 4, 65232 Taunusstein, Germany
(the "**Seller 2**")

HB CAPITAL GMBH, with its registered office in Berlin, Germany, registered with the commercial register at the local court of Charlottenburg (Berlin), Germany, under no. HRB 188360 B, having its business address at Rosa-Luxemburg-Straße 2, 10178 Berlin, Germany
(the "**Seller 3**")

TIGER SOFT PHARMA UG (HAFTUNGSBESCHRÄNKT), with its seat in Berlin, Germany, registered with the commercial register at the local court of Charlottenburg (Berlin), Germany, under no. HRB 209458 B, having its business address at Köpenicker Chaussee 3a, 10317 Berlin, Germany
(the "**Seller 4**")

(Seller 1, Seller 2, Seller 3 and Seller 4 hereinafter also collectively referred to as the "**Sellers**" and each a "**Seller**")

DEUTSCHLAND CANNABIS DISTRIBUTORS LIMITED with its registered office in Vancouver, BC registered with under no. BC1221052 having its business address at Suite 810 - 789 West Pender Street Vancouver, BC V6C 1H2, Canada

(the "**Buyer**")

(the Sellers and the Buyer also referred to as the "**Parties**" and each a "**Party**")

BACKGROUND FACTS

- A. The Good Company GmbH is a German limited liability company (*Gesellschaft mit beschränkter Haftung*) having its registered office located in Frankfurt am Main, Germany, registered with the commercial register at the local court of Frankfurt am Main, Germany, under no. HRB 113889 (the "**Company**"). The Company holds 100% of the shares in Farmako GmbH, a company having its registered office located in Frankfurt am Main, Germany, registered with the commercial register at the local court of Frankfurt am Main, Germany, under no. HRB 113291 (the "**Subsidiary**") and the Company and the Subsidiary have entered into a profit and loss transfer agreement.
- B. The share capital of the Company amounts to € 28,658.00 comprising 28,658 shares with a nominal amount of € 1.00 each (such shares and all other shares issued from time to time and irrespective of its class, the "**Shares**" and each of them a "**Share**"). Of the Shares 25,000 Shares having the official share no. 1 through 23,749 and 28,509 through 29,759 are issued as common shares (*Stammgeschäftsanteile*) (collectively the "**Common Shares**", and each a "**Common Share**") and 3,658 Shares having the official share no. 25,001 through 28,508 and 29,760 through 29,909 are preference shares of series (Seed) (*Seed Vorzugsanteile*) (collectively the "**Seed Shares**", and each a "**Seed Share**"). The Shares are held by the Sellers as follows:
- (i) Seller 1 owns 19,300 Shares (consecutive no. 1 -11,875, 28,509-29,053 and 13,849-20,728 of the shareholders' list filed with the commercial register of the Company dated 16 September 2019);
 - (ii) Seller 2 owns 1,545 Shares (consecutive no. 12,304-13,848 of the shareholders' list filed with the commercial register of the Company dated 16 September 2019);
 - (iii) Seller 3 owns 5,702 Shares (consecutive no. 25,001-28,508, 29,599-29,759 and 20,729-22,761 of the shareholders' list filed with the commercial register of the Company dated 16 September 2019); and
 - (iv) Seller 4 owns 2,111 Shares (consecutive no. 11,876-12,303, 22,762-23,749, 29,054-29,598 and 29,760-29,909 of the shareholders' list filed with the commercial register of the Company dated 16 September 2019).
- C. The Sellers granted, directly or indirectly, shareholder loans in the aggregated amount of € 1,150,000.00, including accrued interest adding up to a total outstanding amount of approximately € 1.18 million (corresponding to \$ 1.8 million CAD) to the Company as set out in Exhibit C (the "**Shareholder Loans**").
- D. The Sellers, as the registered and beneficial owners of the Shares, wish to sell, and the Buyer wishes to purchase, the Shares under the terms and conditions set forth in this Agreement.

THIS AGREEMENT WITNESSES THAT in consideration of the premises, and the covenants, agreements, representations, warranties and payments set forth herein and provided for, the Parties hereto covenant and agree with each other as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 To the extent that certain terms are defined in this Agreement, such defined terms shall apply consistently throughout the entire Agreement.
- 1.2 In addition to the other terms defined in this Agreement, the following terms shall be defined as set forth below:

"**Affiliated Company**" means an affiliated company within the meaning of Sec. 15 et seqq. of the German Stock Corporation Act (*AktG*).

"Business Day"	means any day (other than Saturdays, Sundays or public holidays), on which the banks in Frankfurt am Main (Germany) and British Columbia (Canada) are open for non-automated business to the public.
"Related Person"	means a related person within the meaning of Sec. 1 para. 2 no. 1 and 2 of the German Foreign Tax Act (<i>AStG</i>).

1.3 Headings and references to German terms

- (a) The headings of clauses, paragraphs, and exhibits in this Agreement are for convenience purposes only. They shall not be considered for the interpretation of this Agreement.
- (b) This Agreement has been drafted in accordance with German law and shall be construed and interpreted on the basis of German law only. If the English legal meaning differs from the German legal meaning of this Agreement and its terms, the German meaning shall prevail.

2. PURCHASE AND SALE

- 2.1 Each Seller hereby sells (*verkaufen*) to the Buyer the Shares free and clear of all liens, charges and encumbrances whatsoever upon the terms and conditions of this Agreement and assigns (*abtreten*) the Shares to the Buyer subject to the satisfaction of all of the conditions precedent (*aufschiebende Bedingungen*) pursuant to clause 2.4. The Buyer hereby purchases (*kaufen*) the Shares and accepts such sale and assignment.
- 2.2 Subject to the satisfaction of all of the conditions precedent (*aufschiebende Bedingungen*) pursuant to clause 2.4, the Shares shall be sold with economic effect as of 31.10.2019, 24:00 hrs. German time, (hereinafter referred to as "**Effective Date**") and together with all rights and obligations, including the right to dividends (open or constructive) attributable to the Shares in the Company which are distributed after the Effective Date, even if such distributions relate to profits earned before the Effective Date.
- 2.3 Each Seller waives any rights of pre-emption or other restrictions on transfer in respect of the Shares (or any of them) conferred by the Company's articles of association or otherwise.
- 2.4 The assignment of the Shares shall be subject to the following conditions precedent (*aufschiebende Bedingungen*):
 - (a) Sellers having received the Initial Pubco Shares pursuant to clause 3.1 (ii);
 - (b) Seller 3 and Seller 4 having received the Cash Consideration pursuant to clause 3.1 (i);
and
 - (c) Repayment of the Shareholder Loans pursuant to clause 5.

3. CONSIDERATION

3.1 The consideration for the purchase and sale of the Shares shall be (i) the payment of \$ 1,000,000 CAD which shall be distributed to Seller 3 and 4 as set forth in Exhibit 3.1 (the "**Cash Consideration**") and (ii) the issuance of shares in a Canadian public company engaged in the cannabis industry and listed in the TSX Venture Exchange or Canadian Securities Exchange, with a market capitalization in excess of \$ 200 million CAD as of the date of this Agreement ("**PubCo**" and the shares in Pubco the "**Pubco Shares**") to the Sellers (the "**Share Consideration**" together with the Cash Consideration the "**Consideration**").

3.2 The Share Consideration shall be determined as follows:

The number of Pubco Shares to be issued to the Sellers on a pro rata basis as specified in clause 3.3 as a consideration for the sale of the Shares corresponding to a value of \$ 11.5 million CAD (the "**Initial Pubco Shares**") shall be determined on the Closing Date on the basis of the weighted average final quotation (*Schlusskurs*) of the thirty (30) trading days prior to the Closing Date, in each case as published by the primary stock exchange (TSX Venture Exchange or Canadian Securities Exchange) (the "**Share Price Pubco**").

3.3 The Initial Pubco Shares shall be distributed between the Sellers as follows:

- (a) 56.88% of the Share Consideration to Seller 1;
- (b) 13.94% of the Share Consideration to Seller 2;
- (c) 24.69% of the Share Consideration to Seller 3; and
- (d) 4.48% of the Share Consideration to Seller 4.

The Initial Pubco Shares shall be credited to the security accounts of the Sellers as specified by the Sellers prior to Closing.

3.4 The Buyer shall transfer the respective Pubco Shares to the Sellers on the Closing Date as set forth in clauses 3.1 through 3.3 on the basis of a separate local transfer agreement (the "**Pubco Agreement**").

4. LOCK-UP AND FLOOR PROTECTION

4.1 The Initial Pubco Shares transferred to the Sellers will be subject to the following lock-up periods prohibiting any transfer or assignment of the Initial Pubco Shares during the relevant lock-up period:

- (a) 1/3 of the Initial Pubco Shares shall be subject to a lock-up period of six (6) months as of the Closing Date;
- (b) 1/3 of the Initial Pubco Shares shall be subject to a lock-up period of twelve (12) months as of the Closing Date; and
- (c) 1/3 of the Initial Pubco Shares shall be subject to a lock-up period of eighteen (18) months as of the Closing Date.

To the extent the Sellers are obliged to transfer Pubco Shares to the Company's or the Subsidiary's employees or other ESOP beneficiaries in connection with the fulfillment of their obligations under the ESOP terms & conditions as set forth in ESOP Accession Agreement pursuant

clause 9.2(g) the above mentioned lock-up under this clause 4.1 shall apply accordingly for such assigned PubCo Shares.

- 4.2 Notwithstanding the restrictions set out in clause 4.1, the lock-up period for all of the Initial Pubco Shares shall not prohibit or restrict the Sellers from transferring any Initial Pubco Shares pursuant to (i) any tender offer by the Pubco to acquire Pubco Shares, or (ii) a take-over bid for Pubco Shares that a majority of the Board of Directors of Pubco has recommended that holders of Pubco Shares accept; or (iii) disposing any Initial Pubco Shares by operation of a statutory amalgamation, statutory arrangement or other statutory procedure involving Pubco.
- 4.3 If after the expiry of a period of eighteen (18) months as of the Closing Date (the "**Total Lock-Up Period**") the weighted average final quotation (*Schlusskurs*) of the thirty (30) trading days prior to the end of the Total Lock-Up Period in each case as published by the primary stock exchange (TSX Venture Exchange or Canadian Securities Exchange) is lower than the Share Price Pubco additional Pubco Shares shall be issued to the Sellers according to clause 3.3, or if otherwise specified by the Sellers jointly prior to the expiration of the Total Lock-Up Period, in order to compensate for the reduced share price and restore the value of \$ 11.5 million CAD of the Initial Pubco Shares as of the Closing Date (the "**Floor Protection**").

5. REPAYMENT OF THE SHAREHOLDERS' LOANS

The Buyer shall repay any outstanding amounts under or in connection with the Shareholders' Loans on the Closing Date as listed in Exhibit C.

6. EARN-OUT

6.1 Furthermore, the Sellers shall receive an additional number of Pubco Shares corresponding to an aggregate value of \$ 5 million CAD (the "**Earn-Out Pubco Shares**") if one of the following milestones (a) through (b) is achieved or triggered within the Total Lock-Up Period or in the event that the Sellers exercise the Sellers' Earn-Out Shifting Option in accordance with clause 6.1(b) within the respective prolonged period:

(a) The Parties agree on a target revenue ("**Umsatzerlöse**") within the meaning of Sec. 277 para. 1 of the German Commercial Code (*HGB*) for the Company in the financial year 2020 in an amount of € 7.5 million ("**Revenue Goal 2020**") according to the audited consolidated annual financial statements of the Company for the financial year 2020 ("**Milestone 1**"). It is understood that the Revenue Goal 2020 does not have to be accomplished in full in order for the Earn-Out Pubco Shares to become due, but instead the Earn-Out Pubco Shares shall be subject to the following linear adjustment. Depending on the extent the Revenue Goal 2020 is achieved, the Sellers shall receive a linearly adjusted number of Earn-Out Pubco Shares (e.g. in the event that the revenues of the Company for the financial year 2020 amount to € 6.75 million the Sellers shall receive 90% of the Earn-Out Pubco Shares).

(b) Pubco or any of its Affiliated Companies and/or eligible supply partners fails to supply to the Subsidiary their own EU-GMP certified cannabis products (the "**Pubco GMP Supply**") according to Company's orders, with such products being eligible for sale in Germany, but in any scenario the less of either (a) 750 kilograms of Pubco GMP Supply or (b) 10% of the cumulative German medical cannabis flower imports in 2020 as measured in kilograms, within ten (10) months from the Pubco's receipt of a standard cultivation license from Health Canada in connection to the Pubco's operations based in the province of British Columbia ("**Milestone 2**"); if Pubco or any of its Affiliated Companies and/or eligible supply partners fail to supply the Pubco GMP Supply to the Subsidiary within ten (10) months from the Pubco's receipt of a standard cultivation license from Health Canada for the Pubco's cultivation operations based in the province of British Columbia, the Milestone 2 shall be subject to a linear vesting (e.g. in the event that Pubco or any of its Subsidiaries supplies the PubCo GMP Supply within eleven (11) months from the Pubco's receipt of a standard cultivation license from Health Canada in connection to the Pubco's operations based in the province of British Columbia, 50% of the Milestone 2 shall be deemed to be achieved; and if Pubco or any of its Affiliated Companies and/or eligible supply partners fail to supply the Pubco GMP Supply to the Subsidiary by December 31, 2020 the Milestone 2 shall be deemed 100% achieved. Furthermore, in case Pubco or any of its Affiliated Companies and/or eligible supply partners fail to supply the Pubco GMP Supply to the Subsidiary by June 30, 2020, the Revenue Goal 2020 as per clause (a) above shall, at the Sellers' option, be converted into a revenue goal for the financial year 2021 and clause (a) above shall apply to the revenue achieved by the Company for the financial year 2021 accordingly (the "**Sellers' Earn-Out Shifting Option**"). The Sellers need to exercise the Sellers' Earn-Out Shifting Option the latest on July 15, 2020.

6.2 The total number of Earn-Out Pubco Shares shall be determined on the basis of the Share Price Pubco and issued to the Sellers as follows:

- (a) 73.83% to Seller 1;
- (b) 18.09% to Seller 2;
- (c) 0.00% to Seller 3; and
- (d) 8.08% to Seller 4.

Clauses 3.2 and 3.4 shall apply to the Earn-Out Pubco Shares accordingly.

- 6.3 The Earn-out Pubco Shares shall be issued to the Sellers within two (2) months after any of the milestones pursuant to clause 6.1(a) through (b) has been fulfilled but no later than 31 May 2021.
- 6.4 Notwithstanding the above, the total Earn-out Pubco Shares shall become due within fifteen (15) Business Days after the occurrence of either one of the following events, if any of the following events occurs within the Total Lock-up Period:
- (a) The Company resolves to dissolve or otherwise liquidate the Subsidiary's business or the Subsidiary's business is discontinued.
 - (b) In one or more transactions, the Buyer or the Company sells more than 50% of the shares in the Company or the Subsidiary respectively, or the Buyer or the Company sells and/or transfers (e.g. by way of an asset deal or by way of other measures, e.g. under conversion law) the main business or more than 50%, as measured based on the market value, of the fixed business assets of the Company or the Subsidiary respectively.
 - (c) The Company resolves on a fundamental change to the Subsidiary's corporate purpose and/or strategy (i.e. withdrawal from the pharmaceutical cannabis business), or such a change to the Subsidiary's corporate purpose and/or strategy is in fact effectuated.
 - (d) A conversion within the meaning of Sec. 1 para. 1 of the German Conversion Act (*UmwG*) (or a similar conversion under the laws of a foreign state) is implemented with regard to the Subsidiary or the Subsidiary's assets.
 - (e) If any import or sales of cannabis or cannabis-based products in general becomes prohibited in Germany according to changes of legislation after Closing, all rights under this clause 6 become void.
 - (f) If within the Total Lock-Up Period Seller 1 or Seller 2 terminate, default, circumvent or become delinquent as per the terms of Seller 1 or Seller 2's managing director contract or executive employment contract, 50% of the earn-out consideration rights of Seller 1 and Seller 2 under this clause 6 become void.

7. FURTHER UNDERTAKINGS

- 7.1 The Buyer shall make the following cash contributions into the Company's capital reserves to be used solely for working capital of the Subsidiary as follows:
- (a) \$ 300,000 CAD to be paid to the Company on the Closing Date, the latest by 31 October 2019 regardless whether Closing took place by then or not; and
 - (b) upon the Company's request, \$ 900,000 CAD within six (6) months as of the Closing Date (jointly the "Cash Contribution").
- 7.2 Payment of the Cash Contribution pursuant to this clause 7.1(b) is subject to the submission of the application documents to the competent authorities for either (a) an EU-GMP (good manufacturing practice) manufacturing permit according to Sec. 13 German Medicines Act (*AMG*), (b) an import permit according to Sec. 72 German Medicines Act (*AMG*), or (c) a third country inspection and shall only be used for such purpose.
- 7.3 The Sellers or any of its affiliates and investment partners will not cause any person or entity,

directly or indirectly, to engage in "short sales" of Pubco Shares or any other hedging strategy's without permission from Pubco within fifteen (15) Business Days prior to the Closing Date.

8. CONDITIONS OF CLOSING

- 8.1 The obligations of the Parties under this Agreement are subject to the fulfillment of the following closing conditions in all material respects in the reasonable opinion of the Sellers (the "**Closing Conditions**") or waived by the Sellers:
- (a) the Buyer has entered into the Pubco Agreement and all material closing conditions of the Pubco Agreement have been met;
 - (b) The Company's shareholders' meeting has approved this Agreement and the transaction contemplated herein substantially in the form as attached in Exhibit 8.1 (b).
 - (c) Since the Signing Date, no change, circumstance or event has occurred or become known which – individually or taken together with other changes, circumstances or events – has, or may reasonably be expected to have, a material adverse effect on the net assets, financial condition or results of operation, business operation or business prospects of the Company or the Subsidiary ("**Material Adverse Change**"); whereas a change, circumstance or event shall only be deemed to have a material adverse effect if the adverse effect resulting herefrom or expected to result herefrom exceeds \$ 1,000,000.00 CAD and only to the extent the adverse effect (a) is not a result of (i) a general change in the market lying beyond the Company's control, or (ii) a change of the applicable law, or (b) has been caused by the Buyer.
- 8.2 The Parties undertake to use their best endeavors to bring about the occurrence of all of the Closing Conditions as soon as possible. The Parties shall keep themselves informed of the status of the Closing Conditions and shall inform each other immediately of the occurrence or final non-occurrence of the Closing Conditions. To the extent permitted by law, the Sellers may agree in writing to waive one or more of the Closing Conditions.
- 8.3 If any of the Closing Conditions set forth in clause 8.1 are not fulfilled or waived by 31 December 2019 (the "**Long Stop Date**"), the Sellers may rescind this Agreement by notice in writing to the Buyer. In such event, the Sellers shall be released from all obligations under this Agreement, and the Buyer will also be released therefrom unless the Buyer was reasonably capable of causing such Closing Condition not to be fulfilled or the Buyer has breached any of its representations, warranties, covenants or undertakings in this Agreement and except for any payment made in accordance with clause 7.1(a).

9. CLOSING

- 9.1 The closing of this Agreement and the other transactions contemplated herein (the "**Closing**") will take place at the office of the Company in Frankfurt am Main, Germany at 14:00 CET on the third (3) Business Day after the last Closing Condition has been fulfilled, satisfied or mutually waived or, if such day should not be a Business Day, on the first following Business Day, unless the Buyer and the Sellers jointly agree in writing on another day for the planned Closing of this Agreement (the "**Closing Date**").
- 9.2 On the Closing Date, the Parties will perform the following actions concurrently (the "**Closing Actions**" and each a "**Closing Action**"):
- (a) Payment of the Cash Consideration pursuant to clause 3.1(i).

- (b) Issuance of the Initial Pubco Shares to the Sellers in accordance with clauses 3.1 (ii) through 3.3 and clause 3.4.
- (c) Repayment of the Shareholder Loans pursuant to clause 5.
- (d) The Sellers will deliver to the Buyer the resignations in writing of all directors and officers of the Company such resignations to take effect no later than 24:00 CET on the Closing Date.
- (e) Releases from each director and officer of the Company, releasing the Company from any and all possible claims of the respective directors and officers against the Company arising from any act, matter or thing arising at or before the Closing Date.
- (f) The Sellers will pass resolutions to appoint such persons as the Buyer may require as managing directors (*Geschäftsführer*) of the Company to take effect no later than 24:00 CET on the Closing Date subject to Closing having been completed.
- (g) Either existing or new management and employment agreements with the following (the "**Existing Stakeholders**") have been duly signed and executed:
 - (i) Sebastian Diemer, as the managing director and chief executive officer of the Company;
 - (ii) Niklas Kouparanis, as an executive employee of the Buyer or the Company; and
 - (iii) Katrin Eckmans, as the managing director and chief executive officer of the Subsidiary.
- (h) Conclusion of an accession and debt assumption agreement between the Company, the Sellers and the respective beneficial owners of the virtual shares by virtue of which the Sellers shall assume the Company's obligation toward the beneficial owners of the respective virtual shares in connection with the ESOP pool (the "**ESOP Accession Agreement**"). It is being understood that neither the Company nor the Subsidiary shall continue to be a party to the shareholders' agreement after Closing and that the shareholders' agreement shall only continue to exist in order to govern the relationship between the Sellers.
- (i) Conclusion of a closing memorandum between the Parties substantially in the form as set forth in **Exhibit 9.2(i)** (the "**Closing Memorandum**"). The Closing Memorandum serves solely as evidence that Closing has occurred and that the transfer of the Shares has been completed. The execution of the Closing Memorandum will not limit or prejudice the rights of any Party arising under or in connection with this Agreement or under applicable law.

9.3 The Sellers and the Buyer shall immediately send a copy of the signed Closing Memorandum to the acting notary. Subsequently, the acting notary will immediately submit the updated shareholders' list of the Company, from which the assignment of the Shares by the Buyer results, to the commercial register.

10. SELLERS' REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties by all Sellers

Each Seller hereby guarantees to the Buyer, by way of an independent guarantee (*selbstständiges Garantieverprechen*) within the meaning of Sec. 311 para. 1 of the German Civil Code (*BGB*)

as individual debtor (and not as joint and several debtor) and only in respect of such Seller and the Shares sold and assigned by the respective Seller in accordance with this Agreement and further subject to the requirements and limitations provided in clause 13 below or otherwise in this Agreement, that the statements contained in clause 10.1 are correct and complete as of the date of this Agreement (the "**Signing Date**") and, unless explicitly provided otherwise in this clause, on the Closing Date (the "**Fundamental Warranties**"). The Parties agree and explicitly confirm that the representation and warranties in this clause 10.1 shall not be qualified or construed as quality warranties concerning the object of purchase (*Garantien für die Beschaffenheit der Sache*) within the meaning of Sec. 443, 434 of the German Civil Code (*BGB*) and that Sec. 444 of the German Civil Code (*BGB*) shall not and does not apply to these Fundamental Warranties.

Corporate and Share Representations

- (a) The Company has been duly established, is duly registered and validly existing under the laws of Germany.
- (b) The Company has the corporate power to own the assets owned by it and to carry on its businesses in all material respects as owned or conducted.
- (c) The share capital of the Company amounts to € 28,658.00 comprising 28,658 Shares with a nominal amount of € 1.00 each. Of the Shares 25,000 Shares having the official share no. 1 through 23,749 and 28,509 through 29,759 Common Shares and 3,658 Shares having the official share no. 25,001 through 28,508 and 29,760 through 29,909 are Seed Shares. The Shares are held by the Sellers as follows:

Official Share No.	Class of Shares	Sellers	Total Number of Shares	Total Amount of Shares in €	Shareholding in per cent
1 – 11.875 28.509 – 29.053 13.849 – 20.728	Common Shares	Seller 1	19,300	19,300.00	67.35
12.304 – 13.848	Common Shares	Seller 2	1,545	1,545.00	5.39
25,001- 28,508	Series Seed Shares	Seller 3	3,508	5,702.00	19.90
29.599 – 29.759 20.729 – 22.761	Common Shares		2,194		
29,760 – 29,909	Series Seed Shares	Seller 4	150	2,111.00	7.37
11,876 – 12,303 22.762 – 23.749 29.054 – 29.598	Common Shares		1,961		
Total			28,658	28,658.00	100.00

- (d) The Shares have been validly issued, fully paid, either in cash or in kind, and have not been repaid.
- (e) The Sellers are entitled to freely dispose of the Shares, without such a disposal infringing any rights of a third party and the Sellers are the legal and beneficial owners of the Shares and they are free and clear of all liens, claims, charges and encumbrances.
- (f) The Sellers have due and sufficient right and authority to enter into this Agreement on the terms and conditions set forth in this Agreement and to transfer the legal and beneficial title to and ownership of the Shares to the Buyer, free and clear of all liens, claims, charges and encumbrances.
- (g) No person, firm or corporation has any agreement or option or any right capable at any time of becoming an agreement to:
 - (i) purchase or otherwise acquire the Shares or any of the unissued shares in the capital of the Company; or
 - (ii) require the Sellers to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the Shares other than under this Agreement.
- (h) To the Sellers' Knowledge, the Company holds sole, unrestricted legal and beneficial title to the Subsidiary's shares and these shares are registered and recorded in the name of the Company. To the Sellers' Knowledge, the Subsidiary's shares have been validly issued, fully paid, either in cash or in kind, and have not been repaid. The Subsidiary's shares represent all of the issued and outstanding share capital of the Subsidiary. To the Sellers' Knowledge, no third party has any right of first refusal, preemptive right, right of participation, or any similar right granted by the Subsidiary to participate in the transactions contemplated by this Agreement.
- (i) On the Closing Date no further approval or authorization of any shareholder, director or others, other than the shareholder's resolution in accordance with clause 8.1(b), will be required to complete the transactions contemplated under this Agreement.
The shareholders' meeting of the Company has not adopted any resolutions amending or changing their Articles of Association which have not yet been registered in the competent registers.

10.2 Representations and Warranties by Seller 1 and Seller 2

In addition to the representations and warranties under clause 10.1 Seller 1 and Seller 2 hereby guarantee to the Buyer, by way of an independent guarantee (*selbstständiges Garantieverprechen*) within the meaning of Sec. 311 para. 1 of the German Civil Code (*BGB*) as joint and several debtor and subject to the requirements and limitations provided in clause 13 below or otherwise in this Agreement, that the following statements contained in clause 10.2 are correct and complete as of the Signing Date and, unless explicitly provided otherwise in this clause, on the Closing Date (the "**Operational Warranties**", and together with the Fundamental Warranties the "**Sellers' Warranties**"). The Parties agree and explicitly confirm that the representations and warranties in this clause 10.2 shall not be qualified or construed as quality warranties concerning the object of purchase (*Garantien für die Beschaffenheit der Sache*) within the meaning of Sec. 443, 434 of the German Civil Code (*BGB*) and that Sec. 444 of the German Civil Code (*BGB*) shall not and does not apply to these Operational Warranties.

Financial and Tax Representations

- (a) The financial statements of the Company and the Subsidiary attached here to as **Exhibit 10.2(a)** (the "**Financial Statements**") are correct and complete in all material respects to the extent required by German generally accepted accounting principles and, to the Sellers' Knowledge, fairly present in accordance with German generally accepted accounting principles, consistently applied, the financial position and results of the operations of the Company and the Subsidiary.
- (b) Except as set forth in the Preamble under (C) and in Exhibit 10.2(a), there are no liabilities, contingent or otherwise, of the Company, in particular, not to the Sellers or any affiliate, director, officer or employee of the Company exceeding in each individual case an amount of € 20,000.00 and the Company has not guaranteed, or agreed to grant a guarantee for any debt, liability or other obligation of any person, firm or corporation. There are no liabilities of any other party capable of creating a lien, claim, encumbrance or charge on any of the assets of the Company.
Neither the Sellers nor any affiliate, officer, director or employee of the Company are now indebted or under obligation to the Company on any account.
- (c) Since the date of the Financial Statements, no dividend or other distribution on any shares in the capital of the Company has been made, declared or authorized and the Company has neither purchased nor agreed to purchase any of the Shares.
- (d) Except as disclosed in **Exhibit 10.2 (d)**, no payment of any kind has been made or authorized by the Company since the date of the Financial Statements, to or on behalf of the Sellers or to or on behalf of officers, directors or shareholders of the Company.
- (e) Since the date of the Financial Statements:
- (i) the Company and the Subsidiary have not waived or surrendered any right of material value;
 - (ii) other than disclosed in Exhibit 10.2(d), the Company and the Subsidiary have not discharged or satisfied or paid any lien, claim, charge, encumbrance or obligation or liability; and
 - (iii) except as disclosed in **Exhibit 10.2 (e)(iii)**, no capital expenditures have been authorized or made.
- (f) The Sellers are non-residents of Canada and the Shares are not considered taxable Canadian property (as the applicable terms are defined in the Income Tax Act of Canada).

Subsidiary

- (g) There are no outstanding options, warrants, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any third party any right to subscribe for or acquire any shares in the capital stock, or contracts, commitments, understandings shares in the Subsidiary is or may become bound to issue additional shares in the capital stock of such Subsidiary. All of the outstanding shares of the Subsidiary's share capital have been duly, validly issued, fully paid, either in cash or in kind, and have not been repaid or returned, in whole or in part, whether open or disguised, directly or indirectly, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. There have been no payments or transactions in breach of Secs. 30 et seq. of the German law regarding limited liability companies (*GmbHG*) and there are no obligations to make further contributions with regard to the Subsidiary's shares. The Subsidiary's shares are not pledged, attached or otherwise encumbered with any third-party rights and are not subject to any
- (i) trust arrangement, sub-participation, silent partnership agreement or similar arrangement,
 - (ii) pending transfer or other disposition,

- (iii) sale, contribution or other contractual arrangement creating an obligation to transfer or encumber or
- (iv) shareholders' resolution on the redemption of shares.

Intellectual Property Rights

- (h) **Exhibit 10.2 (h)** contains a complete and correct list of all material patents, trademarks, internet domains and other registered intellectual property rights owned or licensed by the Company or the Subsidiary as of the Signing Date (the "**Intellectual Property Rights**"). All license agreements are entered into at arm's length and reflect market standards.
- (i) With respect to any Intellectual Property Rights
 - (i) To the Sellers' Knowledge, there are no outstanding material claims of the Company against third parties regarding the infringement of Intellectual Property Rights and, to Sellers' Knowledge, there are no circumstances possibly leading to such claims;
 - (ii) to the Sellers' Knowledge, the Company does not materially infringe any intellectual property rights of third parties and, to the Sellers' Knowledge, no such material claims have been threatened or are pending (*rechtshängig*) and to Sellers' Knowledge there are no known circumstances possibly leading to such claims;
 - (iii) to the Sellers' Knowledge, all fees necessary to maintain the Intellectual Property Rights have been paid to the competent patent offices and any other relevant register that are due and payable on or before the Signing Date, and/or as of the Closing Date, as the case may be;
 - (iv) to the Sellers' Knowledge, none of the Intellectual Property Rights are subject to any pending (*rechtshängig*) judicial or regulatory proceedings for opposition, cancellation or revocation and, to the Sellers' Knowledge, no such proceedings have been threatened;
 - (v) all employee invention claims that are due and payable on or before the Signing Date, and/or as of the Closing Date, as the case may be, have been or will have been paid in full;
 - (vi) the Company and the Subsidiary have taken all steps reasonably necessary to keep the Intellectual Property Rights confidential.

Administrative Approval and Regulations

- (j) To the Sellers' Knowledge, as of the Signing Date, the Company and the Subsidiary presently conduct their respective businesses in compliance with all material applicable laws with which the non-compliance would have a material adverse effect with respect to the business of the Company and the Subsidiary taken as a whole. There is no order, decree or judgment of any court or any governmental agency issued against the Company or the Subsidiary which may have a material adverse effect on the Company's or the Subsidiary's business and to Sellers' Knowledge it has not been threatened that such order, decree or judgment may be issued.
- (k) To the Sellers' Knowledge, as of the Signing Date, the Company and/or the Subsidiary hold all administrative approvals, permits, licenses and registrations which are necessary under applicable law in order to operate and continue their respective business as presently conducted and which are important for their respective business. To the Sellers' Knowledge, as of the Signing Date, none of these approvals, permits and licenses and registrations have been withdrawn or recalled.

Grants and Subsidies

- (l) Neither the Company nor the Subsidiary have received any investment grants (*Investitionszulagen*) or subsidies (*Beihilfen*) since its incorporation.

Employees

- (m) Exhibit 10.2(m) contains a true and complete list of all employees of the Company and the Subsidiary.
- (n) Except as listed on Exhibit 10.2(n), there are no consultancy arrangements or other forms of service relationships which are material for the Company's or the Subsidiary's businesses.
- (o) Neither the Company nor the Subsidiary work with any freelancers.
- (p) The Company and the Subsidiary have paid all social security contributions ("*Sozialversicherungsbeiträge*") due before or as of the Effective Date.

Real Property, Assets

- (q) Neither the Company nor the Subsidiary does own any real property and has not entered into any obligations to acquire real property. The Subsidiary has leased property at Taunustor 1-3, 60310 Frankfurt am Main (hereinafter "**Properties**").
- (r) The Company has duly performed its material duties under these lease agreements, in particular, all monthly payments for rent and ancillary charges have been made when due and there are no outstanding material unusual obligations arising from the lease agreements.
- (s) The Company owns or has rights to use all material assets and rights which are necessary for the operation of the business of the Company and the Subsidiary as presently conducted, and – to the extent owned – except as disclosed in Exhibit 10.2(s) these assets are free of any encumbrances or rights of third parties, save for customary (extended) retentions of title.

Business between the Signing and the Closing Date

- (t) In the period between the Signing Date and the Closing Date the operations of the Company and the Subsidiary will be conducted in substantially the same manner as in the past and in compliance with orderly business practices, with the care of a prudent businessman and in all material respect in compliance with all material applicable laws.
- (u) Between the Signing Date and the Closing Date, none of the following actions and measures shall be undertaken without the prior written consent of the Buyer:
- (i) the liquidation of the Company or the Subsidiary;
 - (ii) any amendment to the articles of association of the Company or the Subsidiary;
 - (iii) any transformation of the Company or the Subsidiary within the scope of the German Transformation Act (*Umwandlungsgesetz*) or the English law equivalent;
 - (iv) the conclusion of any enterprise agreement within the scope of Secs. 291 and 292 of the German Stock Corporation Act;

- (v) the redemption (*Einziehung*) of any Shares;
- (vi) the appointment or dismissal of any directors or officers or other key employees of the Company or the Subsidiary, the extension of their service or employment contracts or other change of material terms of employment, including the increase of their remuneration or the granting of any benefits such as bonuses, pension rights, etc.;
- (vii) raising or waiving any claims of the Company against any current or former director or officer unless explicitly provided for in this Agreement;
- (viii) the declaration and/or payment of dividends or other distributions, unless explicitly agreed otherwise in this Agreement;
- (ix) the sale, transfer, creation or any encumbrances on or otherwise disposal of any Shares, or the granting of any options, warrants, pre-emptive rights, rights of first refusal or other rights to purchase or otherwise become the owner of any of the Shares;
- (x) the change or termination of any agreement or other transaction or arrangement with any major supplier, distributor or customer (excluding in the ordinary course of business);
- (xi) the sale or disposal or encumbrance of any material assets, both tangible or intangible;
- (xii) issuance of new shares or instruments of similar nature (e.g. warrants);
- (xiii) taking on new financial debt or any off-balance sheet liabilities (excluding in the ordinary course of business) exceeding in each individual case an amount of € 25,000.00; or
- (xiv) make changes in accounting policies applied.

General Sellers' Representations

- (v) To the Sellers's Knowledge there is no action, suit, proceeding or investigation of any kind, irrespective of whether pending (*rechtshängig*) or, to the Sellers' Knowledge, threatened in writing (including *Textform*), against the Company or the Subsidiary before courts or administrative agencies or arbitration tribunals, and there are, to Sellers' Knowledge, no facts or circumstances which would give reasonable rise to any such actions, suits, proceedings or investigations against the Company or the Subsidiary in connection with the Disclosed Documents. To Sellers' Knowledge the signing of this Agreement by the Sellers does not violate any of the Disclosed Documents, rights of third parties (such as creditors or potential creditors) and does not give rise to any claims or rights of third parties.
- (w) To the Sellers' Knowledge, neither the Company nor the Subsidiary is in breach of any law, ordinance, statute, regulation, bylaw, order, decree, covenant, restriction, plan or permit to which it is subject which breach could materially affect the Company's and or Subsidiary's business operations or prevent the due and valid transfer of the Shares as provided for in this Agreement.
- (x) Neither the conclusion of this Agreement, the completion of the transactions contemplated herein, nor the performance of or compliance with its terms will violate the articles of associations of the Company or any agreement to which the Sellers or the Company are a party and will not give any third party any right to terminate or cancel any agreement or any right enjoyed by the Company and will not result in the creation or imposition of any lien, claim, encumbrance, charge or restriction of any nature in favor of a third party upon or against the assets of the Company or the Shares.

- (y) Except as disclosed in Exhibit 10.2(y), the Company does not own, directly or indirectly, any shares or interests in any other company or firm
- (z) The Company has not before the Signing Date acquired any asset from a person with whom it was not dealing at arm's length; or disposed of anything to a person with whom the Company was not dealing at arm's length for proceeds less than the fair market value.

10.3 Tax Warranty

In addition to the representations and warranties under clauses 10.1 and 10.2, Seller 1 and Seller 2 hereby guarantee to the Buyer, by way of an independent guarantee (*selbstständiges Garantieverprechen*) within the meaning of Sec. 311 para. 1 of the German Civil Code (*BGB*) as joint and several debtor and subject to the requirements and limitations provided in clause 13 below or otherwise in this Agreement, that the following statements contained in clause 10.3 are correct and complete as of the Signing Date and, unless explicitly provided otherwise in this clause, on the Closing Date (the "**Tax Warranties**"). The Parties agree and explicitly confirm that the representations and warranties in this clause 10.3 shall not be qualified or construed as quality warranties concerning the object of purchase (*Garantien für die Beschaffenheit der Sache*) within the meaning of Secs. 443, 434 of the German Civil Code (*BGB*) and that Sec. 444 of the German Civil Code (*BGB*) shall not and does not apply to these Tax Warranties.

"**Tax**" shall mean any taxes within the meaning of Sec. 3 paras. 1 and 3 German Tax Code (*Abgabenordnung - AO*) or the corresponding provisions under applicable law provisions, any charges, fees or other duties imposed by any federal, state or local tax authority with jurisdiction to levy such tax, together with any incidental tax charges within the meaning of Sec. 3 para. 4 of the German Tax Code, or corresponding foreign law provisions, for which the Company or the Subsidiary is liable under all laws and regulations applicable to it, including all interest, fines, penalties, and other charges relating to it.

"**Tax Liability**" means any liability of the Company or the Subsidiary to pay Taxes.

- (a) The Company has prepared duly and timely filed or will timely file (taking into account any extensions of time limits granted by the authorities) all material Tax returns (*Steuererklärungen und Steueranmeldungen*) Tax applications, registrations, including any attachment thereto, required to be filed with the tax authorities on behalf of or with respect to the Company and due prior to the Closing Date, and to Seller's Knowledge all material statements made therein have been true and correct; and
- (b) as of Signing Date, is not involved in any extraordinary Tax audit or investigation (other than regular Tax audits in the normal course of business), appeals, litigations or suits;
- (c) all Taxes due and payable by the Company or the Subsidiary pursuant to the Tax returns, Tax applications, registrations referenced above have been, or will be, paid in full and in time before the Closing provided that the Tax Liability has arisen and is formally assessed – unless self-assessment is required - or due for payment before the Closing; and
- (d) has always materially complied with all applicable Tax laws in respect of the value assessment of contractual and other relationships between the Company, the Sellers, and Sellers' Affiliated Companies and has particularly complied at all times with the principles applicable between unrelated parties and no transaction gives or gave reason for a re-qualification as constructive dividend of the Company.

In case of a breach of the Tax Warranties as set forth in this clause, Seller 1 and Seller 2 shall pay

a compensation for damages. Clauses 13.3 and 13.5 shall apply accordingly to any liability arising from or in connection with a breach of the Tax Warranties. Further, Seller 1 and Seller 2 shall indemnify the Buyer or, at the Buyer's request, the Company or the Subsidiary from any Tax Liability assessed (*festgesetzt*) against the Company which relates to tax periods (*Veranlagungszeiträume*) ending on or before the Effective Date ("**Relevant Tax Periods**"). The Seller 1's and Seller 2's obligations hereunder shall be due ten (10) business days after the respective assessment of the Tax Liability has become final and non-appealable, but in no case earlier than ten (10) business days before the underlying Tax is payable.

Seller 1 and 2 shall not be held liable if and to the extent that

- (a) the respective Tax Liability has been paid prior to or on the Closing Date;
- (b) the respective Tax correspond to Tax benefits of the Company or the Subsidiary;
- (c) the respective Tax Liability is the subject of a valid and enforceable claim for a Tax refund;
- (d) the Taxes are the result of a reorganization or other measures initiated by the Buyer or the Company;
- (e) provisions, accruals or liabilities in respect of Tax Liabilities have been entered into the Financial Statements; or
- (f) the Buyer or the Company has a recovery claim against a third party with respect to the respective Tax Liability; if and to the extent no recovery can be achieved from this third party (e.g. as a result of an insolvency of this third party), Seller 1 and 2 shall indemnify the Buyer against the respective Tax assessed on the Company in exchange for the assignment of such claim to the Sellers 1 and 2.

All claims of the Buyer under this Tax Warranties shall be time-barred three months after the final and binding assessment of the relevant Taxes, at the latest, however, three (3) years after the Closing Date.

No other Sellers' Warranties

- 10.4 The Buyer explicitly acknowledges to purchase and acquire the Shares and the business associated therewith in the condition they are in on the Signing Date based upon its own inspection and assessment of all the facts and circumstances, and to undertake the purchase based upon its own decision, inspection and assessment without reliance upon any express or implied representation, warranties or guarantees of any nature made by the Sellers, except for the guarantees expressly provided by the Sellers under this Agreement.
- 10.5 Without limiting the generality of the foregoing, the Buyer acknowledges that the Sellers give no representations, warranties or guarantees with respect to:
- (a) Any projections, estimates or budgets delivered or made available to the Buyer regarding future revenues, earnings, cash flow, the future financial condition or the future business operation of the Company;
 - (b) Any other information or documents that were delivered or made available to the Buyer or its counsel, accountants, or other advisors with respect to the Companies or their business operation, except as expressly set forth in this Agreement; or
 - (c) Any Tax matters, except as expressly set forth in this Agreement.

Sellers' Knowledge

- 10.6 In this Agreement the Sellers' Knowledge shall encompass only the actual knowledge of the individuals who are listed in **Exhibit 10.6**, as of the Signing Date.

11. SELLERS' COVENANTS

The Sellers shall from time to time and at all times hereafter, execute and deliver to the Buyer all such documents and will do such other acts and things as may be necessary to complete, ensure and perfect the sale of the Shares to the Buyer.

12. BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 The Buyer hereby represents and warrants by way of an independent guarantee (*selbstständiges Garantieverprechen*) pursuant to Sec. 311 para. 1 of the German Civil Code (*BGB*) that:

- (a) the Buyer is duly incorporated and validly existing under the laws of British Columbia, Canada, is not a reporting issuer, and is in good standing with respect to the filing of annual reports with the Office of the Registrar of Companies of British Columbia;
- (b) the Buyer has all requisite corporate power and authority and has been duly authorized by all necessary corporate actions to enter into and perform this Agreement and the legal transactions contemplated herein;
- (c) neither the execution and performance of this Agreement, the consummation of the transactions contemplated herein, nor the performance of or compliance with its terms do violate the notice of Articles or Articles of the Buyer or any agreement to which the Buyer is a party, and will not result in the creation or imposition of any lien, claim, charge, encumbrance or restriction of any nature in favor of a third party upon or against the assets of the Company or the Shares or the violation of any applicable statutory law or regulation, any municipal bylaw or ordinance or any order or decree of any court or tribunal to which the Buyer is subject which in any manner challenges or seeks to prevent, alter or delay the legal transactions contemplated herein; and
- (d) the Buyer is not a non-Canadian as that term is defined in the Investment Canada Act.

12.3 The Buyer has sufficient, immediately available funds or binding financing commitments to make all payments required to be made under or in connection with this Agreement and holds or will hold sufficient Pubco Shares in order to fulfill the Share Consideration in accordance with clause 3 and/or the Earn-Out in accordance with clause 5.

12.4 The Pubco Shares have or will be validly issued or the Buyer will cause the Pubco Shares to be issued and the Pubco Shares are fully paid and have been or will be approved for listing on the primary stock exchange. The Buyer is entitled to freely dispose of the Pubco Shares, without such a disposal infringing any rights of a third party and the Buyer is the legal and beneficial owner of the Pubco Shares and these Pubco Shares are free and clear of any liens, claims, charges and/or encumbrances, except for the lock-up contemplated herein under clause 4.

12.5 If the Buyer breaches any guarantee pursuant to clauses 12.1 through 12.4 the Buyer shall indemnify and hold harmless the Sellers from and against any damages incurred by the Sellers. Nevertheless, such indemnification for damages shall cover only the actual damages suffered by the Sellers and will specifically not cover the Sellers' internal administrative or overhead costs, consequential damages (*Folgeschäden*), loss of profits (*entgangener Gewinn*). All claims arising under this clause shall become time-barred one (1) year after the Closing Date.

13. REMEDIES

Limitation of Liability

- 13.1 In the event that a Sellers' Warranty is breached, the Sellers shall be obligated to put the Buyer in such a position the Buyer would have been in, had the Sellers' Warranty not been breached (restitution in kind – *Naturalrestitution*). If the Sellers are unable to achieve such restitution in kind within three (3) months after having been notified by the Buyer of the breach, then the Buyer may claim monetary damages. Nevertheless, such compensation for damages shall cover only the actual damages suffered by the Buyer, and will specifically not cover the Buyer's internal administrative or overhead costs, consequential damages (*Folgeschäden*), loss of profits (*entgangener Gewinn*) and the Buyer may not claim the Consideration was calculated based on incorrect assumptions.
- 13.2 The Sellers shall not be liable for, and the Buyer shall not be entitled to claim for any damages incurred by the Buyer under or in connection with this Agreement, if and to the extent that:
- (a) The fact, upon which the claim is based is included in the Financial Statements;
 - (b) Any damages of the Buyer are covered by claims against third parties, including, but not limited to, claims against existing insurance carriers; or
 - (c) Provisions (*Rückstellungen*) recognized in the Financial Statements can be released, assets which had been amortized or depreciated can be written-up (*Wertaufholung*) or accounts receivable which had already been written-down (*wertberichtigt*) either in whole or in part, are collected from the respective debtors after the Closing Date.
- 13.3 Except for the Sellers' Warranties set forth in clause 10.1, the Buyer is entitled to claims under or in connection with this Agreement only to the extent each individual claim exceeds an amount of € 25,000.00 (the "**De Minimis**") and the aggregate amount of such individual claims exceeds € 250,000.00 (the "**Threshold**"). In the event that the De Minimis and the Threshold are exceeded, the Buyer may only claim the amount exceeding the De Minimis and the Threshold.
- 13.4 With respect to the Sellers' Warranties set forth in clause 10.1, each Seller shall be liable to the Buyer only for the damage pro rata to the respective Seller's equity shareholding in the Company.
- 13.5 The Sellers' aggregate liability under this Agreement, which includes but is not limited to any and all claims for a breach of any of the Sellers' Warranties pursuant to clause 10, shall be limited to € 2 million (the "**Liability Cap**"). Such Liability Cap shall not apply to a breach of any of the Sellers' Warranties set forth in clause 10.1. However, the overall liability of the Sellers under the preceding sentences shall in no event exceed the Consideration. It is being understood, that in the event of a breach of any of the Sellers' Warranties, the respective Sellers will not compensate the Buyer in cash, but in Pubco Shares. In other words, the Pubco Shares shall be sold in order to compensate the Buyer for any breach of the Sellers' Warranties. The number of Pubco Shares to be sold shall be determined on the basis of the Share Price Pubco and the total loss suffered by the Buyer due to the breach of the respective Sellers' Warranties, subject to the limitations set forth in clauses 13.3 and 13.5. Following such sale, an amount equal to the Share Price Pubco multiplied by the number of shares sold (or such lesser amount if the market price is less than the Share Price Pubco) shall be remitted to the Buyer in order to compensate him for such breach of the respective Sellers' Warranties. Any additional proceeds of such sale exceeding the Share Price Pubco and/or the Liability Cap, shall be distributed to the Sellers in accordance with clause 3.3.
- 13.6 The Buyer shall not be entitled to bring any claim under clause 10 against any of the Sellers if the underlying facts or circumstances to which the claim relate were known, or reasonably could have been known, by the Buyer, taking into account that the Buyer, prior to entering into this Agreement, has been given the opportunity to conduct a review of the condition and status of the

Company and the Subsidiary and their respective businesses from a commercial, financial and legal perspective, inter alia. Facts and circumstances that could reasonably be concluded from the Disclosed Documents to the extent these were fairly disclosed, as well as facts and circumstances identified in this Agreement or its Exhibits are deemed to be known by the Buyer.

- 13.7 In particular, no liability attaches to the Sellers in respect of any claim to the extent that the underlying facts forming the basis of such claim were included in the documents and information contained in the data room made available by the Sellers to the Buyer at <https://services.intralinks.com> (the "**Disclosed Documents**") to the extent these documents and information contained in the data room have been fairly disclosed to the Buyer; complete copies of the data room were saved onto USB flash drive, sealed in an envelope by the acting notary to be stored by him for not less than two (2) years from the Closing Date (in the event of any dispute as to the contents of the data room, the USB flash drive deposited with the acting notary will be conclusive evidence of the contents of the data room). The acting notary will grant each Party access to the USB flash drive under his supervision on written request provided that the acting notary will afford each other Party the opportunity to be present at such inspection. After the second anniversary of the Closing Date the acting notary may destroy the USB flash drive without further notice to the Parties.
- 13.8 Seller 1 and 2 hereby warrant that, except for the supply agreement with Pharmacann Polska Sp.z.o.o. dated March 14, 2019, to the Sellers' Knowledge all Disclosed Documents and information contained in the data room are in all material aspects true and correct and have been fairly disclosed.
- 13.9 All claims for any breach of Sellers' Warranties pursuant to clause 10 shall become time-barred (*verjähren*) twelve (12) months after the Closing Date, except for claims based on a breach of the Sellers' Warranties given under clause 10.1 which shall be time-barred two (2) years after the Closing Date.
- 13.10 Sec. 254 of the German Civil Code (*BGB*) shall remain applicable. In other words, the Buyer is obliged to prevent the occurrence of any damages and to limit the scope of any damages incurred.
- 13.11 To the extent permitted by law and unless expressly provided otherwise under clauses 10 and 13, any further claims and remedies – irrespective of their nature, amount or legal basis – are hereby expressly waived, including without limitation claims for breach of a pre-contractual duty (Secs. 311 para. 2 and 3, 241 para. 2 of the German Civil Code (*BGB*)), claims based on a breach of duty in an obligation relationship (*Verletzung einer Pflicht aus dem Schuldverhältnis*), claims based on statutory warranty provisions (*Gesetzliche Gewährleistungsbestimmungen*) as well as any and all other claims which could, due to a rescission (*Rücktritt*), action for avoidance (*Anfechtung*), reduction of the purchase price (*Minderung*), or other reasons, result in the termination (*Beendigung*), invalidity (*Unwirksamkeit*) or winding-up or restitution ex tunc (*Rückabwicklung*) of this Agreement, in an amendment of its content or in a refund or reduction of the Consideration, except if and to the extent that any such claim is based on a willful act (*vorsätzliche Handlung*) or on fraudulent misrepresentation (*arglistige Täuschung*) of the Sellers.

Notification to Sellers; Procedure in Case of Third Party Claims

- 13.12 In the event of an actual or potential breach of a Sellers' Warranty, the Buyer shall, without undue delay after becoming aware of the matter, provide the Sellers with written notice of such alleged breach, describing the potential claim in detail and, to the extent practical, stating the estimated amount of such claim and shall give the Sellers the opportunity to cure the breach within the period of time indicated in clause 10.1.

- 13.13 Furthermore, if, in connection with a breach of a Sellers' Warranty, any claim or demand of a third party is asserted against the Buyer or the Company, then the Buyer shall (a) make available to the Sellers a copy of the third party claim or demand and of all time-sensitive documents, and (b) give the Sellers the opportunity to defend the Buyer or the Company against such claims. The Sellers will have the right to defend against the claims by instituting all appropriate proceedings and will have the sole power to direct and control such defense.
- 13.14 Above all, the Sellers have the unconditional right to (a) participate in and lead all negotiations and correspondence with the third party, (b) appoint and instruct legal counsel to act for and on behalf of the Buyer or the Company, and (c) request that a claim be litigated or settled out of court in accordance with the Sellers' instructions. The Sellers shall conduct such proceedings in good faith (*nach Treu und Glauben*) with reasonable regard to the concerns of the Buyer.
- 13.15 In no event shall the Buyer or the Company be entitled to acknowledge or settle a claim or permit without the Sellers' prior written consent to the extent that such claims may result in the Sellers' liability under this Agreement. The Buyer and the Company shall, at their own expense, fully cooperate with the Sellers in the defense of any third party claim, provide the Sellers and their representatives (including their advisors) access to all relevant business records and documents, and permit the Seller and their representatives to consult with the directors, officers, employees and representatives of the Buyer, the Company or the Subsidiary. To the extent that the Sellers are in breach of a Sellers' Warranty, all cost and expenses incurred by the Sellers in defending such claim shall be borne by the Sellers. If it later emerges that the Sellers were not in breach, then any costs and expenses reasonably incurred by the Sellers in connection with the defense (including advisors' fees) shall be borne by the Buyer and the Company. The Buyer shall ensure that the Company and/or the Subsidiary, as the case may be, fully comply with their obligation under this clause 13.

14. GENERAL

Confidentiality

- 14.1 The Parties mutually undertake to keep the content of this Agreement secret and confidential vis-à-vis any third party except to the extent that the relevant facts are in the public domain or the disclosure of which is required by law. In latter case, the Parties shall, however, inform each other prior to such disclosure and shall limit any disclosure of the minimum required by statute or the authorities. No press release or other public announcement concerning the transaction contemplated herein shall be made by either Party unless the form and text of such announcement has first been approved by the other Parties, except that – if a Party is required by law or by the applicable stock exchange regulation to make an announcement – it may do so after first consulting with the other Parties.

Legal and Professional Fees

- 14.2 The costs in connection with the notarization of this Agreement an all other fees and charges resulting from the conclusion or performance of this Agreement shall be borne by the Buyer. Apart from that each Party will bear the fees and disbursements of their respective lawyers, accountants and consultants engaged by them respectively in connection with this Agreement and will not cause or permit any such fees or disbursements to be charged to the Company before the Closing Date.

Notices

14.3 Any notice, direction or other instrument required or permitted to be given under this Agreement will be made unless a formal notarization or another specific form is required by law. The written form requirement shall be satisfied through transmission by facsimile or e-mail.

14.4 Any notice to be delivered to any Party hereunder shall be addressed as follows:

To Seller 1: Unicorn Asset Management GmbH
Am Birnbaum 2, 65191 Wiesbaden, Germany
Attn: Sebastian Diemer
E-Mail: sebastian@unicorn.management

To Seller 2: Sivota Holding GmbH
Bornerstraße 4, 65232 Taunusstein
Attn: Niklas Kouparanis
E-Mail: niklas.kouparanis@gmail.com

To Seller 3: HB Capital GmbH
Rosa-Luxemburg-Straße 2, 10178 Berlin
Attn: Eckhardt Weber / Dr. Matthias Thom
E-Mail: eckhardt.weber@heartbeatlabs.com / mt@ioniq.com

To Seller 4: Tiger Soft Pharma UG (haftungsbeschränkt)
Köpenicker Chaussee 3a, 10317 Berlin
Attn: Nikita Fahrenholz / André Buchholtz
E-Mail: fahrenholz.nikita@gmail.com / andre.buchholtz@hyazinth.de

To the Buyer: DEUTSCHLAND CANNABIS DISTRIBUTORS LIMITED
Suite 810 - 789 West Pender Street Vancouver, BC V6C 1H2, Canada
Attn: David DesLauriers
E-Mail: djdl@dleinvestments.ca

with a copy to:

ARNECKE SIBETH DABELSTEIN Rechtsanwälte Partnerschaftsgesellschaft
mbB
Oberanger 34, 80331 Munich, Germany
Attn: Schahin Haghani
E-Mail: s.haghani@asd-law.com

14.5 The Parties shall without undue delay give written notice to the other Parties of any changes in the addresses as set forth in clause 14.4. In the absence of such communication, the address stated above shall remain in place and any notice under this agreement shall be deemed to be delivered if sent to such address.

Further Assurances

14.6 Each of the Parties will execute and deliver such further documents and instruments and do such acts and things as may, before or after the Closing Date, be reasonably required by another Party to carry out the intent and meaning of this Agreement and to assure to the Buyer the Shares.

No Waiver

- 14.7 No failure or delay by any of the Parties in exercising any right or claim hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right or claim. The rights and remedies as provided in this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.

Governing Law

- 14.8 This Agreement will be governed by the laws of Germany.

Place of Jurisdiction

- 14.9 Jurisdiction and venue for any disputes arising from or in connection with this Agreement shall lie with the competent courts located in Frankfurt am Main, Germany.

Entire Agreement

- 14.10 This Agreement contains the whole final agreement between the Sellers and the Buyer pertaining to the subject matter hereof and supersedes any and all prior agreements, understandings, negotiations and discussions between the Parties, whether in writing or verbal, and there are no representations, warranties, covenants, conditions or other terms other than expressly contained in this Agreement.

Assignment

- 14.11 This Agreement may not be assigned by any Party without the prior written consent of the other Parties, which consent may be arbitrarily withheld.

Benefit and Binding Nature of the Agreement

- 14.12 This Agreement ensures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

Amendments and Waiver

- 14.13 Any modification of or amendment to this Agreement – including any amendment of this clause - will only be valid or binding if made in writing and duly executed by the Parties, unless more stringent form requirements (e.g. notarization) must be satisfied under applicable law. No waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give the same, and unless otherwise provided, will be limited to the specific breach waived.

Severability

- 14.14 Should any provision of this Agreement be or become, either in whole or in part, void (*nichtig*), ineffective (*unwirksam*), or unenforceable (*undurchsetzbar*), then the validity, effectiveness and

enforceability of the other provisions of this Agreement shall remain unaffected thereby. Any such invalid, ineffective or unenforceable provision shall, to the extent permitted by law, be deemed replaced by such valid, effective and enforceable provision as most closely reflects the economic intent and purpose of the invalid, ineffective or unenforceable provision regarding its subject matter, scale, time, place and scope of application. The aforesaid rule shall apply mutatis mutandis to fill any gap that may be found to exist in this Agreement.

This deed was read aloud to the persons appearing by the notary, was presented to the persons appearing for review and was signed by them and the notary, each in their own hands, as follows:



Vins, Notar



Vollmacht

Power of Attorney

HB Capital GmbH

mit Sitz in / with registered office in Berlin
eingetragen im Handelsregister beim Amtsgericht Charlottenburg unter /
registered with the commercial register at the local court of Charlottenburg under docket no.
HRB 188360 B
Geschäftsanschrift / business address
Rosa-Luxemburg-Str. 2, 10178 Berlin

("Vollmachtgeber" / "Principal")

bevollmächtigt hiermit jeweils einzeln, hereby authorizes, each individually,

Eckhardt Weber
Dr. Matthias Thom

mit folgender Geschäftsanschrift: at the following business address:

c/o IONIQ Group GmbH
Rosa-Luxemburg-Str. 2, 10178 Berlin
Deutschland / Germany

("Bevollmächtigte" / "Agents")

den Vollmachtgeber wie untenstehend zu vertreten bei allen Handlungen, Erklärungen und Rechtsgeschäften im Zusammenhang mit dem Abschluss und Vollzug eines Anteilskaufvertrages im Hinblick auf die Veräußerung von Geschäftsanteilen an der The Good Company GmbH, eingetragen beim Handelsregister des Amtsgerichts Frankfurt/Main unter der Registernummer HRB 113889 („**Gesellschaft**“) an die Deutschland Cannabis Distributors Limited, einer Gesellschaft nach kanadischem Recht mit Sitz in British Columbia, Kanada.

to individually represent the Principal as outlined below with regard to all acts, declarations and legal transactions in connection with the signing and closing of a share purchase agreement regarding a sale and transfer of shares in The Good Company GmbH, registered with the commercial register of the local court (*Amtsgericht*) of Frankfurt/Main under registration number HRB 113889, ("**Company**") to Deutschland Cannabis Distributors Limited, a Canadian company with corporate Seat in British Columbia, Canada.

Die Bevollmächtigten sind je einzeln insbesondere berechtigt, den Vollmachtgeber in folgenden Angelegenheiten zu vertreten:

The Attorneys shall each individually be authorized to represent the Principal, *inter alia* regarding the following purposes:

a. den Anteilskaufvertrag als Verkäufer und Veräußerer über den Verkauf und die Veräußerung von Geschäftsanteilen an der Gesellschaft abzuschließen, zu vollziehen, zu ändern und durchzuführen, sowie alle weiteren in diesem Anteilskaufvertrag und in dessen Anlagen vorgesehenen Verträge

a. to enter into, consummate, amend and implement the share purchase agreement as seller and transferor regarding the sale and transfer of shares in the Company as well as to prepare, execute, sign, and to consummate and contribute to the consummation of, all further agreements and declarations referred to in the share purchase

und Erklärungen sowie sonstige mit der Vorbereitung, der Durchführung und dem Vollzug des Verkaufs und der Veräußerung von Geschäftsanteilen an der Gesellschaft zusammenhängende Verträge und Erklärungen vorzubereiten, vorzunehmen, abzuschließen und zu vollziehen (einschließlich der Vollzugsbestätigung);

- b. eine Verkäufervereinbarung und einen Treuhandvertrag, unter anderem zwischen den Verkäufern der Geschäftsanteile an der Gesellschaft und einer Treuhandgesellschaft als Treuhänderin, abzuschließen, zu vollziehen, zu ändern und durchzuführen
- c. Abschluss, Änderung und Aufhebung des Gesellschaftsvertrags der Gesellschaft;
- d. Beschlussfassungen jeder Art innerhalb und außerhalb von Gesellschafterversammlungen der Gesellschaft, auch unter dem Verzicht auf alle Form- und Fristenfordernisse und -vorschriften;
- e. Abschluss, Änderung und Aufhebung von Vereinbarungen jedweder Art mit einzelnen oder allen (direkten und/oder indirekten, derzeitigen und/oder künftigen) Gesellschaftern der Gesellschaft und/oder der Gesellschaft sowie ggf. weiteren Parteien;
- f. Abschluss, Änderung und Aufhebung von Beteiligungs- und Gesellschaftervereinbarungen (einschließlich Beitrittsvereinbarungen) mit einzelnen oder allen (direkten und/oder indirekten, derzeitigen und/oder künftigen) Gesellschaftern der Gesellschaft und/oder der Gesellschaft sowie ggf. weiteren Parteien;
- g. Abgabe und Entgegennahme sonstiger rechtsgeschäftlicher Erklärungen in Bezug auf die Beteiligung an der Gesellschaft; sowie
- h. Vornahme aller sonstigen Rechtshandlungen, die mit den vorgenannten Rechtshandlungen zusammenhängen.

Jeder der Bevollmächtigten ist einzeln berechtigt, alle Handlungen vorzunehmen und alle Erklärungen abzugeben und entgegenzunehmen, die er im Zusammenhang mit den in dieser Voll-

agreement or its annexes and all agreements and declarations that relate to the preparation, the execution and performance as well as the closing of the sale and transfer of shares in the Company (including the closing confirmation);

- b. to enter into, consummate, amend and implement a sellers' agreement and a trust agreement, inter alia, between the sellers of the shares in the Company and a trustee entity;
- c. conclusion, amendment and cancellation of the articles of association of the Company;
- d. the passing of shareholders' resolutions of any kind, in shareholders' meetings or otherwise, of the Company, also by means of waiving all requirements and provisions regarding form and notice for convening a shareholders' meeting;
- e. conclusion, amendment and cancellation of agreements of all kinds with any or all of the Company's (direct and/or indirect, current and/or future) shareholders and/or the Company as well as further parties as the case may be;
- f. conclusion, amendment and cancellation of subscription and shareholders' agreements (including but not limited to accession agreements) with any or all of the Company's (direct and/or indirect, current and/or future) shareholders and/or the Company as well as further parties as the case may be;
- g. issuance and acceptance of any other declarations with respect to the participation in the Company; and
- h. entering into all other legal acts which are associated with the above-mentioned legal acts.

Each of the Attorneys shall individually be authorized to take all measures and make and receive all declarations which he deems necessary or appropriate in connection with the legal transactions, declarations, negotiations and measures

macht genannten Rechtsgeschäften, Erklärungen, Verhandlungen und Maßnahmen für notwendig oder zweckdienlich erachtet, insbesondere auch Erklärungen gegenüber dem Handelsregister.

Die Bevollmächtigten sind jeweils von den Beschränkungen des § 181 BGB und entsprechender Vorschriften anderer Jurisdiktionen, soweit gesetzlich zulässig, befreit und berechtigt, Dritten Untervollmacht in demselben Umfang, auch unter Befreiung von den Beschränkungen des § 181 BGB, zu erteilen.

Alle Maßnahmen, die von dieser Vollmacht inhaltlich umfasst sind und die von einem oder mehreren Bevollmächtigten bereits vor der Ausstellung dieser Vollmacht durchgeführt wurden, werden hiermit von dem Vollmachtgeber ausdrücklich genehmigt

Der Vollmachtgeber verpflichtet sich, soweit erforderlich, jedwede Abgabe, Entgegennahme oder Vornahme von Erklärungen, Handlungen, Rechtsgeschäften oder sonstigen Maßnahmen durch einen Bevollmächtigten auf Grundlage dieser Vollmacht zu genehmigen

Im Zweifel soll diese Vollmacht umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen. Sollten einzelne Regelungen dieser Vollmacht unwirksam sein, bleiben die übrigen Regelungen hiervon unberührt. Von dieser Vollmacht kann bis zum Ende ihrer Gültigkeit mehrfach Gebrauch gemacht werden.

Im Innenverhältnis zwischen dem Vollmachtgeber und jedem Bevollmächtigten hat der Vollmachtgeber den jeweiligen Bevollmächtigten von allen Kosten, Ansprüchen, Aufwendungen und Verbindlichkeiten freizustellen, die den Bevollmächtigten im Zusammenhang mit der Ausübung der nach Maßgabe dieser Vollmacht gewährten Rechte entstanden sind oder gegen ihn geltend gemacht werden.

Der für die Vollmacht maßgebliche Text ist derjenige, der in deutscher Sprache abgefasst ist. Bei einer unterschiedlichen Auslegung des deutschsprachigen und des englischsprachigen Texts hat der deutschsprachige Text Vorrang.

mentioned in this power of attorney, in particular as regards declarations vis-à-vis a commercial register.

The Attorneys shall each be exempted from the restrictions set forth in sec. 181 of the German Civil Code (*BGB*) and comparable provisions in other jurisdictions, as far as legally permissible and they may appoint sub representatives with the same scope of authority, also with the exemption from the restrictions set forth in section 181 *BGB*.¹

All acts contemplated by this power of attorney and already taken by any Representative prior to the issuance of this power of attorney, if any, are hereby explicitly ratified by the Principal.

The Principal shall, to the extent required, be obligated to approve any declarations made or received and any actions, legal acts or other measures taken by any Representative based on this power of attorney.

In case of doubt, this power of attorney shall be interpreted extensively to realize the purpose of its granting. In case individual provisions of this power of attorney are invalid, this does not affect the validity of the remaining provisions. This Power of attorney may be used repeatedly, until its expiry.

As regards the internal relationship between the Principal and each of the Attorneys the Principal shall indemnify the respective Attorney against all costs, claims, expenses and liabilities incurred by the Attorney in connection with the exercise of the rights granted under this power of attorney or which are asserted against him.

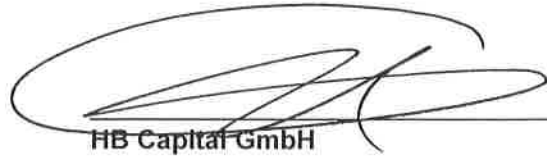
The text decisive for this power of attorney is the one written in German language. Therefore, in case of different interpretation of the German and the English text, the German text shall prevail.

¹ Sec 181 German Civil Code provides for a prohibition of self-dealing: "An agent may not without permission enter into a legal transaction in the name of the principal with himself in his own name or as an agent of a third party, unless the legal transaction solely consists in the fulfilment of an obligation."

Die Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland mit Ausnahme der Vorschriften des Internationalen Privatrechts.

This power of attorney is governed by the laws of the Federal Republic of Germany, except for its conflict of law's provisions.

Berlin, den/this 21.10.2019



HB Capital GmbH

name of signatory in capital letters:
Christian Juan Ebert

(Version juristische Person)

(version non-individuals)

VOLLMACHT

POWER OF ATTORNEY

Hiermit bevollmächtigte(n) wir / ich Hereby I / we,

Name(n) / name(s)
Herr / Mr. Nikita Fahrenholz geschäftsansässig Köpenicker Chaussee 3A, 10317 Berlin

handelnd als acting as

Funktion / Position
Geschäftsführer / Managing Director

mit Vertretungsmacht für having the power to represent

Name der Gesellschaft / Company's name
Tiger Soft Pharma UG (haftungsbeschränkt) mit Sitz in Berlin Geschäftsadresse: Köpenicker Chaussee 3a, 10317 Berlin (AG Charlottenburg, HRB 209458 B) (die „ Vollmachtgeberin “ / the „ Principal “)

als Vertreter authorize as attorney-in-fact

Name Bevollmächtigter / name of attorney-in-fact
Dr. Matthias Thom geschäftsansässig / business resident: Rosa-Luxemburg-Straße 2, 10178 Berlin, Deutschland / Germany (die „ Bevollmächtigten “ / the „ Representatives “)

- jeweils einzeln -

- each solely -

die Vollmachtgeberin umfassend zu vertreten bei allen Handlungen, Erklärungen und Rechtsgeschäften im Zusammenhang mit dem geplanten Verkauf sämtlicher Anteile an The Good Company GmbH, einer Gesellschaft mit Sitz in Frankfurt am Main und

to represent the Principal globally, with regard to all acts, declarations and legal transactions in connection with planned sale of all shares in The Good Company GmbH, a company with its registered office in Frankfurt am Main and registered with the

eingetragen beim Handelsregister des Amtsgerichts Frankfurt am Main unter HRB 113889, insbesondere

1. bei dem Abschluss eines Anteilskaufvertrags mit Deutschland Cannabis Distributors Limited, einer Gesellschaft nach kanadischem Recht mit Sitz in British Columbia, als Käufer und der Vollmachtgeberin, Sivota Holding GmbH, HB Capital GmbH und Unicorn Asset Management GmbH als Verkäufer bzgl. des Verkaufs und der Abtretung sämtlicher Geschäftsanteile an der The Good Company GmbH;
2. bei dem Abschluss sämtlicher Verträge und Erklärungen die mit der Ausgabe von Aktien an der Kanadischen gelisteten Gesellschaft, deren Aktien am TSX Venture Exchange or Canadian Securities Exchange gehandelt werden, an die Vollmachtgeberin im Zusammenhang stehen, insbesondere bei Übernahmeerklärungen;
3. bei der Vornahme aller sonstigen Rechtshandlungen, die mit den vorgenannten Rechtshandlungen zusammenhängen; und
4. bei Änderungen und Genehmigungen aller Art zu den vorgenannten Verträgen und Beschlüssen.

Jeder Bevollmächtigte ist dazu berechtigt, alle nach seinem Ermessen in diesem Zusammenhang notwendigen oder zweckmäßigen Erklärungen für mich abzugeben und Handlungen für mich vorzunehmen.

Jeder Bevollmächtigte ist einzelvertretungsberechtigt und von den Beschränkungen des § 181 BGB* befreit und berechtigt, Dritten Untervollmacht in demselben Umfang, auch unter Befreiung von den Beschränkungen des § 181 BGB*, zu erteilen.

Die Vollmachtgeberin verpflichtet sich unwiderruflich jeweils gegenüber dem jeweiligen Bevollmächtigten,

commercial register of the Local Court of Frankfurt am Main under HRB 113889, including but not limited to

1. the conclusion of a share purchase agreement with Deutschland Cannabis Distributors Limited, a Canadian company with its corporate seat in British Columbia, as purchaser and the Principal, Sivota Holding GmbH, HB Capital GmbH and Unicorn Asset Management GmbH as sellers with regard to the sale and assignment of all shares in The Good Company GmbH;
2. the conclusion of all agreements and any declaration required in relation to the issuance of the shares in the Canadian listed company whose shares are traded on the TSX Venture Exchange or Canadian Securities Exchange to the Principal, in particular the declaration of acceptance;
3. Entering into all other legal acts which are associated with the abovementioned legal acts; and
4. Amendments or consent declarations of all kind regarding the aforementioned contracts and resolutions.

Each Representative shall be authorized to make any and all statements and do any and all acts which in its free discretion necessary or appropriate in connection with the above said on behalf of the aforementioned.

Each Representative is granted sole power of representation and shall be exempt from the restrictions set forth in section 181* of the German Civil Code (*BGB*) and may appoint subrepresentatives with the same scope of authority, also with the exemption from the restrictions set forth in section 181 German Civil Code (*BGB*).

The Principal promises irrevocably to release each Representative from any liability and any expenses



ihn von jeglicher Haftung und jeglichen Aufwendungen freizustellen, die ihm im Zusammenhang mit jeglichen Willenserklärungen, Rechtsgeschäften und/oder Maßnahmen entstehen, die er auf Grund dieser oder unter Berufung auf diese Vollmacht durchgeführt hat; von dieser Verpflichtung ausgenommen sind nur vorsätzliches Missverhalten und Betrug.

Im Zweifel soll diese Vollmacht umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen. Diese Vollmacht behält auch nach meinem Tode Gültigkeit.

Diese Vollmacht ist gültig bis zum Ablauf des

Datum (Tag, Monat, Jahr) / date (day, month, year)
31.12.2019

Diese Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland unter Ausschluss von dessen kollisionsrechtlichen Bestimmungen.

Der für die Vollmacht maßgebliche Text ist derjenige, der in deutscher Sprache abgefasst ist. Bei einer unterschiedlichen Auslegung des deutschsprachigen und des englischsprachigen Texts hat also der deutschsprachige Text Vorrang.

Ort, Datum / Place, Date
Berlin / 21.10.2019
Unterschrift / Signature


* § 181 BGB bestimmt: Eine Person kann nicht für beide Parteien handeln, einerseits als Vertreter der Partei, die diese Vollmacht erteilt, und andererseits für sich selbst oder als Vertreter einer anderen Partei, es sei denn, sie ist von diesen Beschränkungen seitens der jeweiligen Parteien befreit.

accrued in connection with declarations, legal acts and/or measures taken on the basis or with reference to this power of attorney. Only willful misconduct and fraud are excluded from this obligation.

In case of doubt, this Power of Attorney shall be interpreted extensively to realize the purpose of its granting. This power of attorney shall continue to be valid even after my death.

This Power of Attorney is valid until

This Power of Attorney shall be governed by the law of the Federal Republic of Germany without regard to the conflicts of laws provisions thereto.

The text decisive for this Power of Attorney is the one written in the German language. Therefore, in case of different interpretation of the German and the English text, the German text shall take priority.

* Sec. 181 BGB provides: A person is prohibited to act on behalf of both parties, on the one side as a representative of the party giving this power of attorney and on the other side on behalf of himself or as a representative of another party, if not exempt from these restrictions by the respective parties.

VOLLMACHT

POWER OF ATTORNEY

Die Unterzeichnete,

The undersigned,

Deutschland Cannabis Distributions Limited,

Deutschland Cannabis Distributions Limited,

mit Sitz in Vancouver, BC, Kanada, eingetragen unter Nr. BC1221052,

with its registered office in Vancouver, BC, Canada, registered under no. BC1221052,

(„DCDL“)

(„DCDL“)

vertreten durch ihren einzelvertretungsberechtigten Geschäftsführer,

represented by its director with sole power of representation,

Lucas Birdsall,

Lucas Birdsall,

beauftragt und bevollmächtigt hiermit

instructs and authorizes hereby

Herrn Schahin Haghani,
c/o ARNECKE SIBETH DABELSTEIN,
Oberanger 34-36,
80331 München,

Mr. Schahin Haghani,
c/o ARNECKE SIBETH DABELSTEIN,
Oberanger 34-36,
80331 München,

(„Bevollmächtigter“)

(„Representative“)

DCDL bei allen erforderlichen oder zweckmäßigen Handlungen, Erklärungen und Rechtsgeschäften zu vertreten im Zusammenhang mit

to represent DCDL in all acts, declarations and legal transactions, which are required or appropriate in relation to

Erwerb der jeweiligen Geschäftsanteile der

the purchase of the respective shares of

UNICORN ASSET MANAGEMENT GMBH,

UNICORN ASSET MANAGEMENT GMBH,

mit Sitz in Wiesbaden, Deutschland, eingetragen im Handelsregister des Amtsgerichts Wiesbaden, Deutschland unter HRB°31003,

with its registered office in Wiesbaden, Germany, registered with the commercial register at the local court of Wiesbaden, Germany, under no. HRB 31003,

SIVOTA HOLDING GMBH,

SIVOTA HOLDING GMBH,

mit Sitz in Taunusstein, Deutschland, eingetragen im Handelsregister des Amtsgerichts Wiesbaden, Deutschland unter HRB°30717 B,

with its registered office in Taunusstein, Germany, registered with the commercial register at the local court of Wiesbaden, Germany, under no. HRB 30717 B,

HB CAPITAL GMBH,

HB CAPITAL GMBH,

mit Sitz in Berlin, Deutschland, eingetragen im Handelsregister des Amtsgerichts Charlottenburg (Berlin), Deutschland unter

with its registered office in Berlin, Germany, registered with the commercial register at the local court of Charlottenburg (Berlin), Ger-

HRB°188360°B,

many, under no. HRB 188360°B,

und

and

**TIGER SOFT PHARMA UG (HAFTUNGSBE-
SCHRÄNKT),**

**TIGER SOFT PHARMA UG (HAFTUNGSBE-
SCHRÄNKT),**

mit Sitz in Berlin, Deutschland,
eingetragen im Handelsregister des Amtsge-
richts Charlottenburg (Berlin), Deutschland
unter HRB°209458°B,

with its seat in Berlin, Germany,
registered with the commercial register at the
local court of Charlottenburg (Berlin), Ger-
many, under no. HRB 209458 B,

an der

in

The Good Company GmbH,

The Good Company GmbH,

mit Sitz in Frankfurt am Main, Deutschland,
eingetragen im Handelsregister des Amtsge-
richts Frankfurt am Main, Deutschland unter
HRB 113291,

with its registered domicile in Frankfurt am
Main, Germany,
registered in the commercial register of the
local court in Frankfurt am Main, Germany
under HRB 113291,

Die Vollmacht umfasst insbesondere die fol-
genden Maßnahmen:

This power of attorney in particular includes
the following measures:

- Abschluss des notariellen Geschäfts-
anteilskauf- und abtretungsvertrages.

- Conclusion of the Share Purchase
and Transfer Agreement.

Der Bevollmächtigte ist von den Beschrän-
kungen des § 181 BGB befreit und berechtigt,
Dritten Untervollmacht in demselben Umfang
zu erteilen.

The Representative shall be released from
the restrictions of Sec. 181 BGB (German
Civil Code – prohibition of self-contracting)
and may delegate this power of attorney with
the same scope of authority to third parties.


Im Zweifelsfall soll die Vollmacht umfassend
ausgelegt werden, um den Zweck ihrer Ertei-
lung zu verwirklichen.

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purpose of its granting.

Der für die Vollmacht maßgebliche Text ist der
deutsche Text. Bei einer unterschiedlichen
Auslegung des deutschsprachigen und des
englischsprachigen Textes hat der deutsche
Wortlaut Vorrang.

The text decisive for this power of attorney is
the German text. Therefore, in case of a dif-
ferent interpretation of the German and the
English text, the German wording shall pre-
vail.

Vancouver, BC October 18, 2019
Place/Date



Lucas Birdsall (im Namen der/acting on
behalf of Deutschland Cannabis Distri-
butions Limited)

Unterschriftsbeglaubigung

Die vorstehende Unterschrift des

Lucas Christopher Birdsall,
geboren am 03.06.1991 in Vancouver
kanadischer Staatsangehöriger
wohnhaft in Vancouver, BC/ Kanada,
ausgewiesen durch kanadischen Reisepass Nr.: AA623853 gültig bis 13.03.2022

beglaubige ich aufgrund der vor mir erfolgten Vollziehung (§10 Abs. 1 Ziff. 2 KG).

**Generalkonsulat
der Bundesrepublik Deutschland**

Vancouver, den 18. Oktober 2019



A handwritten signature in black ink, appearing to read 'S. Kömen'.

Sophie Kömen, KSin

als Konsularbeamtin gem § 10 Abs.1 Ziff. 2 KG

BU-Reg. 658/2019

Gebühr (GV 122, 123): 20,- €



(Version juristische Person)

(version non-individuals)

VOLLMACHT

POWER OF ATTORNEY

Hiermit bevollmächtigte(n) wir / ich Hereby I / we,

Name(n) / name(s)
Herr / Mr. Nikita Fahrenholz geschäftsansässig Köpenicker Chaussee 3A, 10317 Berlin

handelnd als acting as

Funktion / Position
Geschäftsführer / Managing Director

mit Vertretungsmacht für having the power to represent

Name der Gesellschaft / Company's name
Tiger Soft Pharma UG (haftungsbeschränkt) mit Sitz in Berlin Geschäftsadresse: Köpenicker Chaussee 3a, 10317 Berlin (AG Charlottenburg, HRB 209458 B) (die „Vollmachtgeberin“ / the “Principal”)

als Vertreter authorize as attorney-in-fact

Name Bevollmächtigter / name of attorney-in-fact
Dr. Matthias Thom geschäftsansässig / business resident: Rosa-Luxemburg-Straße 2, 10178 Berlin, Deutschland / Germany (die „Bevollmächtigten“ / the “Representatives”)

- jeweils einzeln - - each solely -

die Vollmachtgeberin umfassend zu vertreten bei allen Handlungen, Erklärungen und Rechtsgeschäften im Zusammenhang mit dem geplanten Verkauf sämtlicher Anteile an The Good Company GmbH, einer Gesellschaft mit Sitz in Frankfurt am Main und

to represent the Principal globally, with regard to all acts, declarations and legal transactions in connection with planned sale of all shares in The Good Company GmbH, a company with its registered office in Frankfurt am Main and registered with the

eingetragen beim Handelsregister des Amtsgerichts Frankfurt am Main unter HRB 113889, insbesondere

1. bei dem Abschluss eines Anteilskaufvertrags mit Deutschland Cannabis Distributors Limited, einer Gesellschaft nach kanadischem Recht mit Sitz in British Columbia, als Käufer und der Vollmachtgeberin, Sivota Holding GmbH, HB Capital GmbH und Unicorn Asset Management GmbH als Verkäufer bzgl. des Verkaufs und der Abtretung sämtlicher Geschäftsanteile an der The Good Company GmbH;
2. bei dem Abschluss sämtlicher Verträge und Erklärungen die mit der Ausgabe von Aktien an der Kanadischen gelisteten Gesellschaft, deren Aktien am TSX Venture Exchange or Canadian Securities Exchange gehandelt werden, an die Vollmachtgeberin im Zusammenhang stehen, insbesondere bei Übernahmeerklärungen;
3. bei der Vornahme aller sonstigen Rechtshandlungen, die mit den vorgenannten Rechtshandlungen zusammenhängen; und
4. bei Änderungen und Genehmigungen aller Art zu den vorgenannten Verträgen und Beschlüssen.

Jeder Bevollmächtigte ist dazu berechtigt, alle nach seinem Ermessen in diesem Zusammenhang notwendigen oder zweckmäßigen Erklärungen für mich abzugeben und Handlungen für mich vorzunehmen.

Jeder Bevollmächtigte ist einzelvertretungsberechtigt und von den Beschränkungen des § 181 BGB* befreit und berechtigt, Dritten Untervollmacht in demselben Umfang, auch unter Befreiung von den Beschränkungen des § 181 BGB*, zu erteilen.

Die Vollmachtgeberin verpflichtet sich unwiderruflich jeweils gegenüber dem jeweiligen Bevollmächtigten,

commercial register of the Local Court of Frankfurt am Main under HRB 113889, including but not limited to

1. the conclusion of a share purchase agreement with Deutschland Cannabis Distributors Limited, a Canadian company with its corporate seat in British Columbia, as purchaser and the Principal, Sivota Holding GmbH, HB Capital GmbH and Unicorn Asset Management GmbH as sellers with regard to the sale and assignment of all shares in The Good Company GmbH;
2. the conclusion of all agreements and any declaration required in relation to the issuance of the shares in the Canadian listed company whose shares are traded on the TSX Venture Exchange or Canadian Securities Exchange to the Principal, in particular the declaration of acceptance;
3. Entering into all other legal acts which are associated with the abovementioned legal acts; and
4. Amendments or consent declarations of all kind regarding the aforementioned contracts and resolutions.

Each Representative shall be authorized to make any and all statements and do any and all acts which in its free discretion necessary or appropriate in connection with the above said on behalf of the aforementioned.

Each Representative is granted sole power of representation and shall be exempt from the restrictions set forth in section 181* of the German Civil Code (*BGB*) and may appoint subrepresentatives with the same scope of authority, also with the exemption from the restrictions set forth in section 181 German Civil Code (*BGB*).

The Principal promises irrevocably to release each Representative from any liability and any expenses

ihn von jeglicher Haftung und jeglichen Aufwendungen freizustellen, die ihm im Zusammenhang mit jeglichen Willenserklärungen, Rechtsgeschäften und/oder Maßnahmen entstehen, die er auf Grund dieser oder unter Berufung auf diese Vollmacht durchgeführt hat; von dieser Verpflichtung ausgenommen sind nur vorsätzliches Missverhalten und Betrug.

Im Zweifel soll diese Vollmacht umfassend ausgelegt werden, um den Zweck ihrer Erteilung zu verwirklichen. Diese Vollmacht behält auch nach meinem Tode Gültigkeit.

Diese Vollmacht ist gültig bis zum Ablauf des

accrued in connection with declarations, legal acts and/or measures taken on the basis or with reference to this power of attorney. Only willful misconduct and fraud are excluded from this obligation.

In case of doubt, this Power of Attorney shall be interpreted extensively to realize the purpose of its granting. This power of attorney shall continue to be valid even after my death.

This Power of Attorney is valid until

Datum (Tag, Monat, Jahr) / date (day, month, year)
31.12.2019

Diese Vollmacht unterliegt dem Recht der Bundesrepublik Deutschland unter Ausschluss von dessen kollisionsrechtlichen Bestimmungen.

Der für die Vollmacht maßgebliche Text ist derjenige, der in deutscher Sprache abgefasst ist. Bei einer unterschiedlichen Auslegung des deutschsprachigen und des englischsprachigen Texts hat also der deutschsprachige Text Vorrang.

This Power of Attorney shall be governed by the law of the Federal Republic of Germany without regard to the conflicts of laws provisions thereto.

The text decisive for this Power of Attorney is the one written in the German language. Therefore, in case of different interpretation of the German and the English text, the German text shall take priority.

Ort, Datum / Place, Date
Berlin / 21.10.2019
Unterschrift / Signature


* § 181 BGB bestimmt: Eine Person kann nicht für beide Parteien handeln, einerseits als Vertreter der Partei, die diese Vollmacht erteilt, und andererseits für sich selbst oder als Vertreter einer anderen Partei, es sei denn, sie ist von diesen Beschränkungen seitens der jeweiligen Parteien befreit.

* Sec. 181 BGB provides: A person is prohibited to act on behalf of both parties, on the one side as a representative of the party giving this power of attorney and on the other side on behalf of himself or as a representative of another party, if not exempt from these restrictions by the respective parties.

Diese Abschrift gibt die Urschrift des I herewith certify that this document is in
Dokumentes einwandfrei und vollständig exact conformity with the original.
wieder.

Frankfurt am Main, den 25. Oktober 2019

Frankfurt am Main, 25 October 2019



Dr. Benjamin Vins
Notar / Notary



Die Unterzeichnete,

Deutschland Cannabis Distributions Limited,

mit Sitz in Vancouver, BC, Kanada, eingetragen unter Nr. BC1221052,

(„DCDL“)

vertreten durch ihren einzelvertretungsberechtigten Geschäftsführer,

Lucas Birdsall,

beauftragt und bevollmächtigt hiermit

Herrn Schahin Haghani,
c/o ARNECKE SIBETH DABELSTEIN,
Oberanger 34-36,
80331 München,

(„Bevollmächtigter“)

DCDL bei allen erforderlichen oder zweckmäßigen Handlungen, Erklärungen und Rechtsgeschäften zu vertreten im Zusammenhang mit

Erwerb der jeweiligen Geschäftsanteile der

UNICORN ASSET MANAGEMENT GMBH,

mit Sitz in Wiesbaden, Deutschland, eingetragen im Handelsregister des Amtsgerichts Wiesbaden, Deutschland unter HRB°31003,

SIVOTA HOLDING GMBH,

mit Sitz in Taunusstein, Deutschland, eingetragen im Handelsregister des Amtsgerichts Wiesbaden, Deutschland unter HRB°30717 B,

HB CAPITAL GMBH,

mit Sitz in Berlin, Deutschland, eingetragen im Handelsregister des Amtsgerichts Charlottenburg (Berlin), Deutschland unter

The undersigned,

Deutschland Cannabis Distributions Limited,

with its registered office in Vancouver, BC, Canada, registered under no. BC1221052,

(„DCDL“)

represented by its director with sole power of representation,

Lucas Birdsall,

instructs and authorizes hereby

Mr. Schahin Haghani,
c/o ARNECKE SIBETH DABELSTEIN,
Oberanger 34-36,
80331 München,

(„Representative“)

to represent DCDL in all acts, declarations and legal transactions, which are required or appropriate in relation to

the purchase of the respective shares of

UNICORN ASSET MANAGEMENT GMBH,

with its registered office in Wiesbaden, Germany, registered with the commercial register at the local court of Wiesbaden, Germany, under no. HRB 31003,

SIVOTA HOLDING GMBH,

with its registered office in Taunusstein, Germany, registered with the commercial register at the local court of Wiesbaden, Germany, under no. HRB 30717 B,

HB CAPITAL GMBH,

with its registered office in Berlin, Germany, registered with the commercial register at the local court of Charlottenburg (Berlin), Ger-

HRB°188360°B,

many, under no. HRB 188360°B,

und

and

**TIGER SOFT PHARMA UG (HAFTUNGSBE-
SCHRÄNKT),**

**TIGER SOFT PHARMA UG (HAFTUNGSBE-
SCHRÄNKT),**

mit Sitz in Berlin, Deutschland,
eingetragen im Handelsregister des Amtsge-
richts Charlottenburg (Berlin), Deutschland
unter HRB°209458°B,

with its seat in Berlin, Germany,
registered with the commercial register at the
local court of Charlottenburg (Berlin), Ger-
many, under no. HRB 209458 B,

an der

in

The Good Company GmbH,

The Good Company GmbH,

mit Sitz in Frankfurt am Main, Deutschland,
eingetragen im Handelsregister des Amtsge-
richts Frankfurt am Main, Deutschland unter
HRB 113291,

with its registered domicile in Frankfurt am
Main, Germany,
registered in the commercial register of the
local court in Frankfurt am Main, Germany
under HRB 113291,

Die Vollmacht umfasst insbesondere die fol-
genden Maßnahmen:

This power of attorney in particular includes
the following measures:

- Abschluss des notariellen Geschäfts-
anteilskauf- und abtretungsvertrages.
- Conclusion of the Share Purchase
and Transfer Agreement.

Der Bevollmächtigte ist von den Beschrän-
kungen des § 181 BGB befreit und berechtigt,
Dritten Untervollmacht in demselben Umfang
zu erteilen.

The Representative shall be released from
the restrictions of Sec. 181 BGB (German
Civil Code – prohibition of self-contracting)
and may delegate this power of attorney with
the same scope of authority to third parties.


Im Zweifelsfall soll die Vollmacht umfassend
ausgelegt werden, um den Zweck ihrer Ertei-
lung zu verwirklichen.

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Vancouver, BC October 18, 2019
Place/Date


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behalf of Deutschland Cannabis Distri-
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**Generalkonsulat
der Bundesrepublik Deutschland**

Vancouver, den 18. Oktober 2019



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Sophie Kömen, KSin

als Konsularbeamtin gem § 10 Abs.1 Ziff. 2 KG

BU-Reg. 658/2019

Gebühr (GV 122, 123): 20,- €



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Frankfurt am Main, den 25. Oktober 2019

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Dr. Benjamin Vins
Notar / Notary

