

SUBSCRIPTION AGREEMENT

This Subscription Agreement (the “**Agreement**”) is entered into by and between CCJC HOLDINGS INC., a Nevada corporation (the “**Company**”), and the individual or entity whose name appears on the signature page hereto (the “**Purchaser**”).

RECITALS

WHEREAS Purchaser desires to purchase from the Company, and the Company desires to sell to the Purchaser, certain shares of common stock of the Company (the “**Common Stock**”) pursuant to the terms and conditions of this Agreement.

AND WHEREAS the Company issued a promissory note dated the 20th day of December, 2018 (the “**Note**”) in favour of the Subscriber in consideration for the delivery by the Subscriber of an amount equal to the Purchase Price (as defined below), the terms of which provide for the conversion of the principal amount of the Note into common shares of the Company, which the parties to this Agreement agree includes by way of subscription for the Shares (as defined below);

NOW THEREFORE, in consideration of for the mutual covenants contained in this Agreement, and for other good and valuable consideration, the parties agree as follows:

1. Sale of Shares. Subject to the terms and conditions of this Agreement, Purchaser shall purchase, and the Company shall to sell and issue to Purchaser, the number of shares of Common Stock set forth on the signature page hereto opposite such Purchaser’s name (the “**Shares**”), at the aggregate purchase price (the “**Purchase Price**”) set forth thereon, such Purchase Price to be paid by the conversion of the principal amount of the Note, being an amount equal to the Purchase Price.

2. Closing; Delivery.

2.1 Closing. Immediately following the execution of this Agreement by the Purchaser and the Company, the Company shall cause the principal amount of the Note to be converted into the Shares and cause the records of the Company to reflect the foregoing (the “**Closing**”).

2.2 Delivery. Within ten (10) days of the Closing, the Company shall deliver to the Purchaser a certificate (or statement of ownership pursuant to NRS 78.235) in such Purchaser’s name representing the number of Shares that such Purchaser is purchasing at the Closing against payment of the purchase price therefor as set forth in Section 1 hereto.

3. Representations and Warranties of Purchaser. The Purchaser represents and warrants to the Company as follows:

3.1 No Registration. Purchaser understands that the Shares have not been, and will not be, registered under the Securities Act of 1933, as amended (the “**Securities Act**”) by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of Purchaser’s representations as expressed herein or otherwise made pursuant hereto.

3.2 Own Account. Purchaser is acquiring the Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and that Purchaser has no present intention of selling the same. Purchaser further represents that Purchaser does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to any of the Shares.

3.3 Economic Risk. Purchaser understands and acknowledges that the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks. Purchaser can bear the economic risk of Purchaser's investment and is able, without impairing Purchaser's financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of Purchaser's investment.

3.4 Access to Information. Purchaser has had an opportunity to ask questions of, and receive answers from, the officers of the Company concerning this Agreement, the exhibits attached hereto and thereto and the transactions contemplated by this Agreement, as well as the Company's business, management and financial affairs, which questions were answered to its satisfaction. Purchaser believes that it has received all the information Purchaser considers necessary or appropriate for deciding whether to purchase the Shares. Purchaser acknowledges that any business plans prepared by the Company have been, and continue to be, subject to change and that any projections included in such business plans or otherwise are necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the projections will not materialize or will vary significantly from actual results. Purchaser also acknowledges that it is relying solely on its own counsel and not on any statements or representations of the Company or its agents for legal advice with respect to this investment or the transactions contemplated by this Agreement.

3.5 Residence. The residency of Purchaser is correctly set forth on the signature page hereto.

3.6 Accredited Investor. Purchaser is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the SEC under the Securities Act and shall submit to the Company such further assurances of such status as may be reasonably requested by the Company. Purchaser further acknowledges that the Shares have not been reviewed by the Securities and Exchange Commission or any other state regulatory authority.

3.7 Rule 144. Purchaser acknowledges that the Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser is aware of the provisions of Rule 144 promulgated under the Securities Act which permit resale of shares purchased in a private placement subject to the satisfaction of certain conditions, which may include, among other things, the availability of certain current public information about the Company; the resale occurring not less than a specified period after a party has purchased and paid for the security to be sold; the number of shares being sold during any three-month period not exceeding specified limitations; the sale being effected through a "brokers' transaction," a transaction directly with a "market maker" or a "riskless principal transaction" (as those terms are defined in the Securities Act or the Securities Exchange Act of 1934, as amended,

and the rules and regulations promulgated thereunder); and the filing of a Form 144 notice, if applicable. Purchaser understands that the current public information referred to above is not now available and the Company has no present plans to make such information available. Purchaser acknowledges and understands that the Company may not be satisfying the current public information requirement of Rule 144 at the time the Purchaser wishes to sell the Shares, and that, in such event, Purchaser may be precluded from selling such securities under Rule 144, even if the other applicable requirements of Rule 144 have been satisfied. Purchaser acknowledges that, in the event the applicable requirements of Rule 144 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of the Shares. Purchaser understands that, although Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its opinion that persons proposing to sell restricted securities received in a private offering other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

3.8 No Public Market. Purchaser understands and acknowledges that no public market now exists for the Shares and that the Company has made no assurances that a public market will ever exist for the Shares.

3.9 Authority. Purchaser has all requisite power and authority to execute and deliver this Agreement, to purchase the Shares hereunder and to carry out and perform its obligations under the terms of this Agreement. All action on the part of Purchaser necessary for the authorization, execution, delivery and performance of this Agreement, and the performance of all of Purchaser's obligations under this Agreement, has been taken or will be taken prior to the date of the Closing. This Agreement, when executed and delivered by the Purchaser, will constitute a valid and legally binding obligation of the Purchaser, enforceable in accordance with their terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or by general principles of equity.

3.10 Consent. No consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third person is required to be obtained by Purchaser in connection with the execution and delivery of this Agreement by Purchaser or the performance of Purchaser's obligations hereunder or thereunder.

3.11 Legends. Purchaser understands and agrees that the certificate(s) or statement(s) of ownership evidencing the Shares, or any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR

APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

4. Representations and Warranties of the Company. The Company represents and warrants to the Purchaser that:

4.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has full corporate power and authority to conduct its business.

4.2 Authority. The Company has all requisite corporate power and authority to execute and deliver this Agreement, to issue the Shares hereunder and to carry out and perform its obligations under the terms of this Agreement. All corporate action on the part of the Company necessary for the authorization, execution, delivery and performance of this Agreement, and the performance of all of the Company's obligations under this Agreement, has been taken. This Agreement constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or by general principles of equity. The Shares, when issued and fully paid for in accordance with the terms of this Agreement, will be validly issued, fully paid and nonassessable and will be free of restrictions on transfer other than restrictions set forth herein and under applicable federal and state securities laws.

4.3 Enforceability. This Agreement has been, or will be, duly executed and delivered by the Company and constitutes, or will constitute, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

4.4 Non-Contravention. The execution and delivery by the Company of this Agreement and the performance and consummation of the transactions contemplated thereby do not and will not violate the Company's certificate of incorporation or bylaws or any material judgment, order, writ, decree, statute, rule or regulation applicable to the Company.

5. General.

5.1 Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Nevada as applied to agreements entered into among Nevada residents to be performed entirely within Nevada, without regard to principles of conflicts of law.

5.2 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

5.3 Entire Agreement. This Agreement embodies the entire understanding and agreement between Purchaser and the Company and supersedes all prior agreements and understandings relating to the subject matter hereof.

5.4 Notices. All notices and other communications required or permitted hereunder shall be effective upon receipt and shall be in writing and may be delivered in person, by telecopy, electronic mail, overnight delivery service or U.S. mail, addressed (a) if to the Purchaser, at its address set forth on the signature page to this Agreement, or at such other address as the Purchaser shall have furnished to the Company in writing, or (b) if to the Company, at its address set forth on the signature page to this Agreement, or at such other address as the Company shall have furnished to the Purchaser in writing.

5.5 Headings. The headings of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

5.6 Waivers and Amendments. Any term of this Agreement may be amended and the observance of any term hereof or thereof may be waived, amended, discharged or terminated with the written consent of the Company and the Purchaser.

5.7 Expenses. The Company and the Purchaser shall bear their own expenses incurred on their own behalf with respect to this Agreement and the transactions contemplated hereby.

5.8 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, all of which, taken together, shall constitute the entire Agreement. For purposes of this Agreement, a facsimile or other electronic version of a party's signature, such as a .pdf, printed by a receiving facsimile or printer shall be deemed an original signature.

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[SIGNATURE PAGE REMOVED]