

**DATED 30 September 2020**

**(1) CANNMED PRODUCTS LIMITED**

-and-

**(2) ORH MARKETING LIMITED**

-and-

**(3) POKO GROUP LIMITED**

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**BUSINESS SALE AND PURCHASE AGREEMENT**

-relating to-

1. ACQUIRING MARKETPLACE SOFTWARE, SOCIAL MEDIA SOFTWARE,  
SOCIAL MEDIA ACCOUNTS, LICENCES & GOODWILL
  2. POKO SKINCARE
  3. ACQUIRING BANK AGREEMENTS AND BUSINESS ASSETS OF LUMIPAY
  4. CANNMED PRODUCTS WHOLESALE
  5. NEWS MEDIA & EDUCATIONAL ASSETS
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THIS AGREEMENT is made on 30 September 2020

## PARTIES

1. Cannmed Products Ltd. a private limited company registered in the United Kingdom with registration number 11948195, whose registered office is at 20-22 Wenlock Road, London, England, N1 7GU ("the seller")

And

2. ORH Marketing Limited, a private limited company registered in the Republic of Ireland with registration number 500962, whose registered office is at Ballatrasnagh, Greenore, Dundalk, Co. Louth A91E C63 ("the Support Services Provider");

And

3. Poko Group Limited, a private limited company registered in England and Wales with registration number 12912620, whose registered office is at 27 Old Gloucester Street, London WC1N 3AX ("the Buyer").

## AGREED TERMS

### 1. DEFINITIONS

In this Agreement:

The following words and expressions shall have the following meanings:

"the Assets"	the assets of the Business to be sold to the Buyer and listed in Clause 2;
"the Business"	the eco system consisting of the News and Media sites, marketplace software and licence, the social media audience and reach, social media software, LumiPay financial agreements, Poko Skincare range. Its Cannmed wholesale and white label as well as the B2C E-commerce stores.
"Completion"	completion of the sale and purchase of the Business in accordance with Clause 6;
"Contracts" (each a "Contract")	all software licences and agreements relating to the Business to the extent that they remain to be performed in whole or in part at Completion;
"Goodwill"	the goodwill relating to the Business and the exclusive right for the Buyer to represent itself

as carrying on the Business in succession to the Seller and to use the licences

"Intellectual Property"	(a) patents, trademarks, branding, creative assets, domains, service marks, registered designs, applications and rights to apply for any of those rights, trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions,  (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a),  (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist, and  (d) the right to sue for past infringements of any of the foregoing rights;
"Notice"	includes any notice, demand, consent or other communication;
"the Purchase Price"	means the consideration for the Business as set out in Clause 4;
"Transaction"	the sale and purchase of the Business as effected by this Agreement

## 2. AGREEMENT FOR SALE AND PURCHASE

With effect from Completion and on and subject to the terms of this Agreement, the Seller shall sell with full title guarantee and the Buyer shall buy the Business as a going concern comprising the following Assets:

- 2.1. The domains, trademarks, licences and Intellectual Property rights relating to CBD Village, Vapor Blog, Candid Magazine, The Extract; The social media accounts yogaburnsuccess, stickyselections, hairmenxstyle, 4cannalovers; The skincare range Poko; The Cannmed Wholesale and whitelabel; The Cannmed Marketplace and LumiPay.
- 2.2. the benefit (subject to the burden) of the Contracts;
- 2.3. the Intellectual Property rights;
- 2.4. the stocks
- 2.5. the goodwill
- 2.6. all other assets owned by the Seller and used in the Business.

## 3. FUTURE REVENUE RIGHTS

The Buyer is entitled to all future revenue from the assets post completion.

#### 4. PURCHASE PRICE

4.1 The Purchase Price for the Business shall be the sum of CAD\$2,570,265 (Two Million, Five Hundred and Seventy Thousand, Two Hundred and sixty five Canadian Dollars).

4.2 The Purchase Price will be settled through the issuance of 1,231,517 shares of the Buyer to the Seller at a deemed price of CAD\$2.087 per share.

#### 4.3 Allocation of the Purchase Price

1. Acquiring marketplace software, social media software, independent social media accounts, licences & goodwill. – CAD \$719,649
2. Poko skincare all assets and goodwill– CAD \$565,438
3. Acquiring bank agreements and business assets of Lumipay. CAD\$462,631
4. Cannmed products wholesale assets and goodwill. CAD\$ 257,017
5. News media & educational assets and goodwill CAD \$565,527

#### 5. VALUE ADDED TAX (VAT)

5.1. The Purchase Price shall be exclusive of VAT.

5.2. The parties consider that the Transaction shall be deemed to be a transfer of a business as a going concern and therefore not subject to VAT.

#### 6. COMPLETION

6.1. Completion shall take place at such location as the parties shall agree in writing.

6.2. On Completion the Seller shall:

6.2.1. execute, or procure execution of and deliver to the Buyer:

6.2.1.1. all the Assets capable of being transferred by delivery;

6.2.1.2. all information and records relating to customers and suppliers, including customer lists;

6.2.1.3. all documents of title, licence and other documents relating to the Intellectual Property;

6.2.1.4. the Contracts to which the Seller is a party together with duly executed agreements for the assignment or novation of the Contracts to the Buyer, and all requisite notices of, consents to and licences in relation to the assignment of the Contracts;

6.2.1.5. all documents of title in relation to the Property and duly executed transfer deeds, assignments and consents which are in a form previously agreed by the Buyer and which are required to complete the sale and purchase and transfer of possession and control to the Buyer;

6.3. On Completion the Buyer shall pay the Purchase Price.

## **7. CONTRACTS**

- 7.1. With effect from Completion the Buyer shall perform and fulfil the Contracts on its own account in substitution for the Seller.
- 7.2. If the assignment of the benefit of any of the Contracts requires the consent of a third party, the parties shall each use reasonable endeavours to obtain all such required consents as soon as possible following Completion; and
- 7.3. The Seller shall remain liable under the Contracts in respect of all goods and services supplied by or to it before Completion pursuant to the Contracts concerned and generally under the Contracts to the extent that they have at Completion been performed or should at Completion have been performed, and shall indemnify the Buyer against any act or omission of the Seller prior to Completion in relation to any of the Contracts.
- 7.4. At the request of the Buyer the Seller shall give reasonable assistance to the Buyer to enable the Buyer to enforce each of the Contracts against the other party or parties to the respective Contract.

## **8. THIRD PARTY RIGHTS**

- 8.1. This Agreement and the documents referred to in it are made for the benefit of the parties and their successors and permitted assigns and are not intended to benefit, or be enforceable by, anyone else.
- 8.2. Each party represents to the other that their respective rights to terminate, rescind or agree any amendment, variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.

## **9. SUPPORT SERVICES**

The Seller will provide support services from signing and handover of the assets to 1 April 2021 at which date the Buyer is anticipated to have built its own inhouse team. The fee for Support Services will be billed at cost plus 10% for staff wages and taxes. If the Buyer requires an extension as it builds its team, the Seller will commit to a further one or two month extension as requested by the Buyer on the same terms.

## **10. VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.

## **11. SUCCESSORS**

The rights and obligations of the parties set out in this Agreement shall pass to any permitted successor in title.

## **12. WHOLE AGREEMENT**

12.1. This Agreement, and any documents referred to in it, constitute the whole Agreement between the parties and supersede any arrangements, understanding or previous Agreement between them relating to the subject matter they cover.

## **13. WAIVER**

13.1. No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.

13.2. No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.

## **14. PROVISIONS SURVIVING COMPLETION**

Any provision of this Agreement and any other documents referred to in it and any matter contemplated thereby which is capable of being performed after but which has not been performed at or before Completion and all Warranties and covenants and other undertakings contained in or entered into pursuant to this Agreement shall remain in full force and effect notwithstanding Completion.

## **15. FURTHER ASSURANCE**

The Seller shall (at its reasonable expense) promptly execute and deliver all such documents, and do all such things, as the Buyer may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement and any document to which it refers so that following Completion, the Buyer is able to enjoy the benefit of ownership of the Assets.

## **16. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

## **17. COSTS**

Except where otherwise stated, each party shall pay its own costs in relation and incidental to this Agreement and its subject matter except that, if the Buyer shall lawfully exercise any right hereby conferred to rescind this Agreement, the Seller shall indemnify the Buyer against all expenses and costs incurred by it in connection with this Agreement and its subject matter.

## **18. SEVERANCE**

18.1. If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

18.2. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## 19. NOTICES

19.1. Any Notice relating to this Agreement shall be in writing delivered personally or sent by pre-paid first-class post or electronic means to the address of the party to be served given herein or such other address as may be notified for this purpose.

19.2. Any such Notice shall, if sent by post, be deemed to have been served 24 hours after despatch and, if delivered by hand or sent by electronic means, be deemed to have been served at the time of such delivery or transmission.

## 20. GOVERNING LAW AND JURISDICTION

This Agreement and any disputes or claims arising out of or in connection with its subject matter (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by the laws of the Republic of Ireland and subject to the exclusive jurisdiction of the Irish courts.

**SIGNED** by or on behalf of the parties.

Signed by David Hughes for and on behalf of

**Canned Products Limited**

Signed by David Hughes for and on behalf of

**ORH Marketing LIMITED**

Signed by David Hughes for and on behalf of

**POKO GROUP LIMITED**