
THIS AGREEMENT, made to be effective on the 30th day of April, 2019.

BETWEEN:

WEED ME INC.

a corporation incorporated under the *Canada Business Corporations Act*
(hereinafter the "Company")

OF THE FIRST PART

- and -

XTRX Solutions

(hereinafter the "Contractor")

OF THE SECOND PART

CONTRACTOR AGREEMENT

RECITAL

- A. The Company carries on business as a licensed producer of cannabis established in accordance with the legal requirements established by Health Canada.
- B. The Company wishes to retain XTRX Solutions, and XTRX Solutions wishes to provide services to the Company effective April 30th, 2019;
- C. The Contractor acknowledges that he shall provide services to the Company as an independent contractor and not as an employee. The Contractor further acknowledges that he owes a fiduciary duty to the Company;
- D. The Contractor acknowledges that in and as a result of his relationship with the Company, the Contractor shall or may acquire the value and advantage of information relating to the Company's products, the current and future locations of the Company's plants and facilities, customer lists, suppliers, contractors, other professional contacts, research, development, inventions, patents, processes and methods, manufacturing, purchasing, marketing, and engineering, business plans, as well as all other proprietary information.
- E. The Contractor agrees that the Company has a material interest in preserving the said information, and that the disclosure of such information would result in irreparable injury to the Company and its respective businesses; and
- F. The Contractor acknowledge that the competition and solicitation by the Contractor of the Company's clients and employees, after the termination of the Contractor's relationship with the Company would result in irreparable injury to the Company and its respective businesses.

NOW THEREFORE, this Agreement witnesseth that in consideration of the covenants as set out in this Agreement, the parties agree as follows:

Company Contractor Witness


ARTICLE 1- DEFINITIONS

1.1 Definitions

The following words and expressions, where used herein or in any schedules or amendments hereto, shall have the following meanings, namely:

- (a) **"Affiliate"** has the meaning ascribed to it under the *Business Corporations Act* of Ontario.
- (b) **"Competing Business"** means any individuals, organizations or companies that produce cannabis.
- (c) **"Confidential Information"** means information disclosed to the Contractor or known by the Contractor as a result of or through the Contractor's services to the Company, including but not limited to any information relating to the Company's products, current and future locations of the Company's plants and facilities, customer lists, suppliers, contractors, other professional contacts, research, development, inventions, patents, processes and methods, manufacturing, purchasing, marketing, engineering, business plans, as well as all other proprietary information.
- (d) **"Corporate Office"** means the Company's corporate head office located at 1936 Silicone Drive, Pickering ON L1W 3V7
- (e) **"Products"** means all of the goods and services, merchandise, supplies, materials and other items sold by the Company, including but not limited to cannabis and other items as the Company may designate and authorize for sale by the Contractor from time to time.
- (f) **"Revenue"** means all gross sums collected by the Contractor or the Company from all goods and services sold to clients who are signed up by the contractor, calculated from the Company's records of transactions, less harmonized sales taxes or other similar taxes collected by the Contractor or the Company.
- (g) **"Subsidiary"** has the meaning ascribed to it under the *Business Corporations Act* of Ontario.
- (h) **"Termination"** means the termination or expiration of this Agreement for any reason.

Company Contractor Witness



ARTICLE 2- TERM AND TERMINATION

2.1 Term

The term of this Agreement shall begin on April 30, 2019, and will be effective for three (3) unless terminated earlier as set forth.

2.2 Extension of Term

The term of this Agreement may be extended by mutual Agreement between the parties.

2.3 Termination for Convenience

Either party may terminate this Agreement for sole convenience, provided that fifteen (15) days' prior notice of termination is given to the other party.

2.4 Termination for Cause

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement for cause immediately on delivery of a termination notice to the other party, if the other party breaches this Agreement and has not remedies said breach within Thirty (30) days after receipt of a default notice from the non-breaching party, identifying the breach and stating the non-breaching party's intention to terminate this Agreement.

2.5 Termination for Insolvency Event

Notwithstanding any other provision of this Agreement, either party may for its sole convenience terminate this Agreement effective immediately on notice of termination to the other party if the other party becomes bankrupt or insolvent, ceases to conduct business in the ordinary course, takes a dissolution or winding up, or a receiver, receiver-manager, liquidator or trustee in bankruptcy is appointed in respect of all substantially all of the other party's business and understanding.

ARTICLE 3- RELATIONSHIP

3.1 Acknowledgment

The Contractor acknowledges that he shall provide services to the Company as an independent contractor and not as an employee. The Contractor further acknowledges that he owes a fiduciary duty to the Company

Company Contractor Witness



3.2 Tools and Insurance

As an independent contractor, the Contractor shall provide his own tools and equipment, and obtain insurance coverage, if necessary, for the purpose of fulfilling his duties to the Company, unless the Company agrees to provide any of the requisite tools, equipment, or insurance.

3.3 Expenses

The Contractor shall be wholly responsible for all expenses incurred during the course of providing services to the Company, except those otherwise agreed to be assumed by the Company by way of prior written consent.

3.4 Benefits

The Contractor agrees that as an independent contractor, he is not qualified to participate in or receive any employee benefits that the Company may extend to its employees.

3.5 Authority of the Contractor

The Contractor shall not have authority to exercise or hold himself out as having authority to enter into or conclude any contract or to undertake any commitment or obligations for, in the name or on behalf of the Company.

ARTICLE 4- SERVICES

4.1 Services

The Contractor shall provide consultation and will use his expertise to best promote and accelerate the company's extraction department, including but not limited to installation and setup of machinery, and the development of the department's best practices.

4.2 Report

The Contractor shall take direction from and report to Karen Quinto, Director of Extractions of the Company. Additional services or amendments to the services described above may be agreed upon between the parties.

Company Contractor Witness

4.3 Conduct

The Contractor shall conduct his own business activities in any manner that he considers appropriate and shall exercise his own judgment as to which clients will be solicited and the time, place and manner in which his business activities are arranged, subject to compliance with this Agreement, as well as written or verbal policies and procedures issued by the Company from time to time.

ARTICLE 5- INDEMNIFICATION

5.1 Indemnifications

The Contractor agrees to indemnify the Company from any and all claims in respect to:

- (a) The withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the Company to the Contractor or amounts paid by the Contractor to its employee or contractors;
- (b) Any and all misrepresentations made by the Contractor or its directors, officers, contractors, and employees, to any and all of the Company's current, past, or prospective clients; and
- (c) Any and all claims in respect to the any goods or services provided by the Contractor, which are not the Company's Products.

ARTICLE 6- METHOD OF PAYMENT

6.1 Method of Payment

The Contractor will be paid \$40/hour based on the Companies sign-in "Swiped-On" program, located in the reception area, on a monthly basis. The contractor shall issue a monthly invoice and send it to the company's email: invoice@weedme.ca.

Company Contractor Witness



**ARTICLE 7 – CONFIDENTIALITY, NON-DISCLOSURE, NON-SOLICITATION
& NON-COMPETITION**

7.1 Acknowledgement

The Contractor acknowledges that as an independent contractor for the Company, the Contractor will or may have access to Confidential Information or proprietary information of the Company, and as such, has obligations of confidentiality and loyalty to the Company.

7.2 Usage, Disclosure, and Handling of Confidential Information

The Contractor shall use Confidential Information or proprietary information of the Company only in a manner consistent with the Company's business purpose in order to provide services to the Company's clients and not for the personal benefit or gain of the Contractor.

Unless the Contractor first obtains the Company's written consent, the Contractor shall not disclose at any time during or subsequent to the term of this Agreement any Confidential Information of the Company, whether or not acquired or developed by the Contractor.

The Contractor shall maintain all Confidential Information in a secure manner that prevents any accidental disclosure.

7.3 Return of Confidential Information and Other Proprietary Information

Upon Termination or upon the Company's request, the Contractor shall within twenty-four (24) hours or at the Company's direction deliver all materials relating to the Company's operations, which are in the possession or under the control of the Contractor, including all materials containing or reflecting Confidential Information or other proprietary information.

The Contractor agrees not to destroy, erase or otherwise tamper with said materials prior to their return to the Company.

The Contractor agrees that failure to return the materials in accordance with this Article will cause irreparable harm to the Company for which monetary damages might be difficult to ascertain. Therefore, the Contractor agrees that this Article may be specifically enforced and consents to the entry of an order of specific performance should the Contractor fail to return the materials requested under this Article.

Company	Contractor	Witness
		

7.4 Non-Solicitation

The Contractor agrees that for thirty-six (36) months following the termination of this Agreement, the Contractor shall not, directly or indirectly, alone or in conjunction with any person, firm or corporation, encourage an employee of the Company to quit, nor shall they employ, nor offer to employ, nor solicit employment of any employees of the Company.

7.5 Reasonableness of Restrictive Covenants

The Contractor agrees that, due to the uniqueness of his skills and abilities, and the uniqueness of the Confidential Information and other proprietary information which the Contractor will possess in the course of the employment, the covenants set forth herein are reasonable and necessary for the protection of the Company. Nevertheless, if it shall be determined that such covenants are unenforceable in that they are too broad as to their scope or geographical coverage, then the parties hereby confer upon any appropriate court the power to limit such scope or geographical coverage such that the covenants will be enforceable.

ARTICLE 8 – INTELLECTUAL PROPERTY

8.1 Disclosure

The Contractor agrees to disclose to the Company any and all inventions, improvements, techniques, devices, discoveries or procedures, whether patentable or not, all software and related documentation, reports, materials, compilations of data and computer databases, specifications, know how, trade secrets, Confidential Information, works of authorship, industrial designs, design rights, mask works and integrated circuit topographies, copyrights, trademarks, patents, and any application for or renewals thereof, created, discovered or conceived, or first actually reduced to practice, solely or jointly by the Contractor and/or Company and/or its respective employees, contractors, and agents, in the course of, as a result of, or in connection with the performance of this Agreement, whether or not made or conceived in or out of regular business hours and whether or not on the premises of the Company, that are related in any way to the activities and affairs of the Company, its subsidiaries, affiliates or customers or are result from the use of premises or property owned, leased, or contracted for by the Company, its subsidiaries, affiliates or customers (collectively, the "Inventions").

8.2 Assignment

The Contractor hereby assigns to the Company any rights, title, or interests the Contractor may have, acquire, or retain in the Inventions and waive any moral rights that the Contractor may have in the inventions. For greater certainty, the Contractor hereby waives any rights to be designated as the author or developer of any inventions, the right to receive any remuneration other than that

Company Contractor Witness



to which the Contractor is entitled under this Agreement, and the right to restrict any modifications or exploitation in any other manner of the inventions by the Company.

The Company has the sole right to obtain, hold and renew, in its own name and/or for its own benefit, patents, copyrights, registrations and/or other appropriate protection. If and to the extent that the foregoing assignment or transfer is not effective in respect of the inventions, the inventions shall be held by the Contractor in trust for the sole benefit of the Company and assigned and transferred exclusively to the Company on demand.

ARTICLE 9 – CONSENT TO BACKGROUND CHECK

9.1 Acknowledgement

The Contractor acknowledges that if providing services as an individual, he may be required to obtain the government of Canada security clearance in accordance with Health Canada's requirements.

The Contractor further acknowledge that if providing services as a corporation, its directors, officers, contractors, and employees may be required to obtain the government of Canada security clearance in accordance with Health Canada's requirements.

9.2 Consent to Background Screening Process

The Contractor and its directors, officers, contractors, and employees hereby consents to the Company's conduct of background checks, which may include but are not limited to:

- (a) Criminal record check;
- (b) Credit bureau inquiry;
- (c) Identity cross-check;
- (d) Credential Verification, including education and employment checks;
- (e) Driver abstract;
- (f) Reference checks; and
- (g) Public safety verification.

Company	Contractor	Witness
		

ARTICLE 10 – GENERAL

10.1 Execution of Amendments

Any amendments to this Agreement must be executed in writing and signed by both parties.

10.2 Governing Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Province of Ontario and the Federal laws of Canada where applicable.

10.3 Revocation

This Agreement completely supersedes any previous arrangements, representations, agreements, understandings, contracts, whether verbal or in writing between the parties.

10.4 Entire Agreement

This Agreement and the Schedules to this Agreement, if any, contains the entire Agreement between the parties, superseding in all respects any and all prior oral or written Agreements or understandings between the Contractor and the Company and shall be amended or modified only by written instrument signed by both of the parties hereto.

10.5 Severability and Enforceability

In case any one or more of the provisions contained in this Agreement or the Schedules to it shall, for any reason, be held to be invalid, illegal or unenforceable, this Agreement shall be interpreted as if such provision had never been contained herein. If, any one or more of the provisions contained in this Agreement shall for any reasons be held to be excessively broad as to time, duration, geographical scope, activity or subject, it shall be enforceable to the extent compatible with the applicable law as it shall then appear and the court shall have authority to sever any of the offending portions.

10.6 Right to Assign

All obligations under this Agreement shall be binding upon the Contractor, as well as the Contractor's heirs, assigns, and legal representatives. The Company shall have the right to assign this Agreement to a successor.

Company Contractor Witness



10.7 Injunctive Relief

The Contractor recognizes and acknowledges that irreparable harm would result to the Company if the Contractor breaches this Agreement. The Contractor further recognizes and acknowledges that the dollar amount of the damages, which would result to the Company in the event of a breach, might be difficult to ascertain. Therefore, the Parties agree that the Company shall be entitled to an interim injunction, interlocutory injunction and permanent injunction in order to prevent or to restrain any such breach by the Contractors, his or her partner(s), agent(s), employer(s), employee(s), contractor(s) or any other person acting in concert or participation with the Contractor, from continuing in or benefiting from any such breach.

The Contractor further agrees that he shall bear the costs of, and reimburse the Company for all legal costs, fees, and other such costs and expenses incurred in connection with any judicial action commenced for the purpose of enforcing its rights under this Agreement, provided that such breach is judicially determined to have occurred. Such equitable enforcement shall be in addition to and shall not prejudice the right of the Company to an appropriate monetary award.

10.8 Survival

The obligations under this Agreement shall survive the termination of this Agreement.

10.9 Independent legal Advice

The Contractor acknowledges that the Company has provided the Contractor with a reasonable opportunity to obtain independent legal advice with respect to this Agreement, and that:

- (a) The Contractor has had such independent legal advice prior to executing this Agreement;

OR

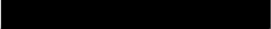
- (b) The Contractor has willingly chosen not to obtain such advice and to execute this Agreement without having obtained such advice.

Company Contractor Witness

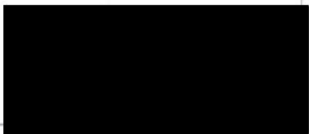


IN WITNESS WHEREOF the parties have executed this Agreement at Pickering, Ontario as of the 30. April and 2019 first above written.

WEED ME 

Per: 
Name: Benny Presman, Co-Founder
I have authority to bind the Corporation

XTRX Solutions



Witness: *Maor Shoyit*



Name: *Kennan Buzatov*
Title: *Director*
I have authority to bind the Corporation

Company	Contractor	Witness
		