

FULFILLMENT SERVICES AGREEMENT

This Fulfillment Services Agreement (the "Agreement"), effective as of the 28 day of August, 2019 (the "Effective Date"), by and between Greeny Collaboration Group Corp., a corporation duly organized, validly existing and in good standing under the laws of Delaware (hereinafter referred to as "Client") and Warehouse Goods LLC, dba Greenlane, a limited liability company organized, validly existing and in good standing under the laws of the State of Delaware (hereinafter referred to as "Greenlane")

WHEREAS, Client operates a website accessible at www.Greeny.com (the "Client Website"), at which Client offers for sale and sell certain products, as more specifically set forth in Exhibit A attached hereto (the "Products");

WHEREAS, Client wishes to engage Greenlane to fulfill orders for Products placed by Client's customers on the Client Website by providing the fulfillment services (the "Services") more fully described in Exhibit A attached hereto; and

WHEREAS, Greenlane is offering to provide such Services to Client in accordance with the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Client and Greenlane hereby agree as follows:

1. Services and Work Product.

1.1 Description of Services. (A) Greenlane hereby agrees to provide to Client, and Client hereby specifically commissions Greenlane to provide to the Client, the Services as more specifically described in Exhibit A. As part of the Services, Greenlane will fulfill orders for Products.

(B) In order to ensure Greenlane's ability to timely fulfill orders subject to the Services, Client will provide forecasts of Products sales to Greenlane when nominating Products. These forecasts will be used by Greenlane to procure the needed inventory. In the case where there is an over purchase resulting in Stale Inventory (as defined below), Client will provide financial relief to help liquidate Product, and if Greenlane elects to sell Stale Inventory below Greenlane's cost in order to liquidate inventory, Client shall reimburse Greenlane the difference between Greenlane's cost and the sale price. Client shall have no obligation to purchase Products unless and until Client and Greenlane mutually agree on a formula for determining the purchase price for such inventory, provided, however, that if the parties are unable to agree, then Greenlane shall be entitled to utilize a pricing formulation consistent with Greenlane's customary formulation for pricing its own stale inventory. For purposes hereof, "Stale Inventory" shall mean inventory that is retained in Greenlane inventory for an average days-on-hand of one-hundred eighty (180) days or more, when calculated based on the previous ninety (90) days actual sales (e.g., if Greenlane has 1000 units on-hand, and average daily sales for the last 90 days is 10 units, then "days-on-hand" is 1000 divided by 10, or 100).

1.2 Not An Agent. Neither party is appointed as the other party's agent for any purpose whatsoever hereunder. Neither party will hold itself out as the agent of the other or otherwise purport to bind the other party to any third-party obligations without that other party's express prior written consent.

1.3 Confidentiality. (A) For the purposes of this Agreement, the term "Confidential Information" shall mean any information not generally known or available to the public, which was obtained from or disclosed to Greenlane by or on behalf of Client in the course of Greenlane providing Services to Client pursuant to this Agreement, including, without limitation, information relating to customers of Client. For so long as Greenlane provides Services pursuant to this Agreement and thereafter for so long as the Confidential Information has not otherwise been publicly disclosed by Client, Greenlane hereby expressly agrees that (i) Greenlane shall not divulge Confidential Information to third parties (other than officers, directors, employees and professional service providers of Greenlane and its affiliates who are bound by written obligations of confidentiality at least as restrictive as those set forth herein), directly or indirectly, other than in the regular and proper course of providing Services to Client pursuant to this Agreement, and (ii) Greenlane shall not use, directly or indirectly, any Confidential Information for the benefit of anyone other than Client without Client's prior written consent; provided, however, that Greenlane shall have no obligation, express or implied, to refrain from using or disclosing to others any Confidential Information which (a) is or hereafter becomes generally available to the public other than through Greenlane's breach of this Agreement, (b) is previously known to Greenlane, (c) is disclosed to Greenlane by a third party unless Greenlane is aware that such disclosure constitutes a breach of a duty of confidentiality the disclosing third party owes to Client, or (d) is independently developed by Greenlane without use of or reference to the Confidential Information provided by Client. In the event Greenlane is or may foreseeably be compelled to disclose any Confidential Information pursuant to any law, regulation, order of a court of competent jurisdiction or other legal process, Greenlane may disclose such Confidential Information in accordance with, and only to the extent required by, such law, regulation, order or process, provided Greenlane shall give Client prior written notice, reasonable in light of the circumstances, of such compelled disclosure.

(B) For purposes of this Section 1.3, information relating to Client's customers and provided to Greenlane by Client or Client's customers (collectively, "Customer Information") shall constitute Confidential Information. Greenlane acknowledges and agrees that, in addition to the restrictions set forth above governing Confidential Information, it shall only use Customer Information in accordance with the terms of Client's privacy policy (as may be amended from time to time), provided that Client notifies Greenlane of changes to its privacy policy as and when arising. Greenlane acknowledges and agrees that it shall not, during the term of this Agreement and for a period of five (5) years thereafter, solicit or deal with (or attempt to solicit or deal with) any of Client's customers whose Customer Information is disclosed pursuant to the Agreement; provided, however, that the foregoing restrictions shall not apply: (i) to the extent that Greenlane can demonstrate by written or electronic records such Customer Information is or was received or collected by Greenlane other than pursuant to, in accordance with or in connection with the Agreement; and (ii) in the event that Greenlane solicits or deals with any customer of Client solely to the extent such solicitation or dealing was the result of an advertisement or promotion to the

general public and not, directly or indirectly, targeted to any one Client customer or group of Client customers.

1.4 Warranty. Greenlane warrants that the Services will be provided in a professional and workman-like manner. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SERVICES ARE PROVIDED WITHOUT ANY WARRANTY WHATSOEVER. GREENLANE EXCLUDES ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

2. Compensation.

2.1 Consideration. In consideration of the Fulfillment Services, Client shall pay to Greenlane the amounts set forth in paragraph 5 of Exhibit A, which amount shall be paid to Greenlane in accordance with paragraph 8 of Exhibit A.

3. Term and Termination.

3.1 Term. The term of this Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with Section 3.2 below, will expire on the third anniversary of the Go Live Date, provided, however, that this Agreement shall thereafter automatically renew for consecutive one-year terms unless either party notifies the other of its election not to renew at least six (6) months prior to the end of the then current term.

3.2 Early Termination. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days prior written notice to the other party unless such breach is cured prior to the end of the foregoing notice period. Upon termination of this Agreement in accordance with this Section 3.2, all fees and charges accrued but not yet paid shall become immediately due and owing.

3.3 Repurchase of Inventory. Upon termination of this Agreement, Client shall, not later than ten (10) days after Greenlane's written request given at any time prior to the date arising thirty (30) days after termination of this Agreement, buy back any Stale Inventory purchased by Greenlane and not yet sold.

4. Miscellaneous

4.1 Indemnity; Limitations of Liability; Insurance. (A) Each party shall indemnify, defend and hold the other party harmless from any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees (collectively, "Liabilities"), incurred in connection with claims brought by third parties resulting from (i) a breach of this Agreement by the indemnifying party or (ii) any grossly negligent or intentionally wrongful acts or omissions of the indemnifying party. Client shall also indemnify, defend and hold harmless Greenlane for any Liabilities incurred in connection with (i) product liability claims brought by third parties in respect of Products sold in the course of providing the Services, (ii) any violation of laws or regulations in any jurisdiction, or the breach of any contract to which Client or Greenlane is a party, resulting from Greenlane's

reliance on information or instructions provided by Client in connection with the provision of the Services.

(B) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER SPECULATIVE DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF GREENLANE FOR ANY CLAIM ASSERTED BY CLIENT HEREUNDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE SUM OF (I) FEES IN FACT PAID TO GREENLANE IN THE COURSE OF PROVIDING THE SERVICES, AND (II) GREENLANE'S GROSS PROFITS ATTRIBUTABLE TO THE SERVICES, IN EACH CASE TO THE EXTENT PAID OR EARNED DURING THE YEAR PRECEDING THE DATE SUCH CLAIM FIRST AROSE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES HEREUNDER OR TO EITHER PARTY'S OBLIGATIONS UNDER SECTION 1.3.

(C) During the term of this Agreement, Greenlane shall maintain commercial general liability insurance having commercially reasonable limits of liability and shall name Client as an additional insured.

4.2 Additional Provisions. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument. This Agreement shall inure to the benefit of and be binding upon the parties and their respective lawful successors and authorized assigns. Neither party may assign this Agreement or delegate its duties and obligations hereunder without the prior written consent of the other, except that a party may assign this Agreement in connection with a sale of all or substantially all of such party's assets, or a merger in which the assigning party is not the surviving entity. Any assignment in violation of this provision shall be void *ab initio* and of no force or effect. Client may assign this Agreement without the consent of Greenlane. This Agreement may be modified, amended, or supplemented only by means of a written instrument signed by both parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and prior written agreements and understandings. In the event that any provision of this Agreement shall, for any reason, be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

4.3 Shipping Limitations. Client agrees and understands that Greenlane reserves the right to not ship certain products to certain states at Greenlane's reasonable discretion.

4.4 Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given upon the date of receipt if delivered by a recognized international overnight courier to the addresses set forth below, or via facsimile or email transmission (with automated confirmation of receipt) to the facsimile numbers or email addresses, as the case may be, set forth below, in each case to the attention of the person identified below:

If to Greenlane: Jay Scheiner
[Redacted]

With a copy (which shall not constitute notice) to:
Douglas Fischer
[Redacted]

If to Client: Frank Weil, CEO
Greeny Collaboration Group Corp
420 Lexington Suite 2320
New York, NY 10170
frank@greeny.com

with a copy (which shall not constitute notice) to:
Veronique Laberge, CFO
Greeny Collaboration Group Corp
800 Square-Victoria, 43rd floor
Montreal, Qc H4Z 1H1
veronique@greeny.com

Either party may change its designated address by notice to the other party given in the manner provided in this Section.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York irrespective of any conflict of laws principles. The parties hereby agree that any action or proceeding arising from or in connection with this Agreement shall only be brought in a federal or state court located in New York County, State of New York and having jurisdiction with respect to such action or proceeding. Each of the parties hereto irrevocably consents and submits to the jurisdiction of such courts.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed as a binding agreement between the parties effective as of the date first written above.

Greeny Collaboration Group Corp

Warehouse Goods LLC

By: [Redacted] "Veronique Laberge"
Name: Veronique Laberge
Title: CFO

By: [Redacted] "Jay Scheiner"
Name:
Title: coo

EXHIBIT A

FULFILLMENT SERVICES

1. During the term of this Agreement (but subject to Client's termination right set forth in paragraph 5 below), Greenlane will provide drop shipping fulfillment services (the "Fulfillment Services") for sales of Products made to customers of the Client Website. The Fulfillment Services will be comprised of pulling, packing and shipping orders to Client's customers from inventory owned and maintained by Greenlane. The shipping package shall contain no reference to Greenlane but will include a Client packing slip and other documentation (at Client's request) consistent with a package originating from a dedicated Client's facility. Client shall not fulfill orders for Products for so long as Greenlane provides the Fulfillment Services hereunder.
2. The Fulfillment Services personnel will be required to meet service level standards consistent with those met by Greenlane non-dedicated fulfillment activities. Specifically, they will be evaluated on the following service level criteria: (i) order accuracy; (ii) order processing time; (iii) on-time shipments; and (iv) packages damaged in shipment.
3. For Products purchased by Client customers pursuant to orders fulfilled in the course of providing the Fulfillment Services, Greenlane shall re-sell such Client Products to Client (for resale to such customers as part of the Fulfillment Services) at its then current wholesale prices.
4. In order to maximize operating efficiently, Greenlane's ERP environment will treat Client as a subsidiary and will connect to Client's web store via an API. Typical installation for the API takes twelve (12) development hours which Greenlane will do at no additional cost to Client. If installation takes more than twelve (12) development hours, Client shall pay Greenlane one hundred fifty dollars (\$150) per each additional hour. Client shall cooperate in good faith with Greenlane in order to establish the API communication between Greenlane's ERP environment and Client's web store. For purposes hereof, the date on which the API is functional to Greenlane and Client's reasonable satisfaction shall be referred to as the "Go Live Date."
5. In consideration of the Fulfillment Services, Client shall (i) pay to Greenlane, in respect of sales of Products on behalf of Client hereunder, the prices set forth on a pricing memo to be agreed in writing by Client and Greenlane (each a "Pricing Memo") prior to commencing sales of the relevant Product; (ii) pay to Greenlane a fee (the "Drop-ship Fee") in the amount of two dollars (\$2.00) per order fulfilled in the course of providing the Services; (iii) commencing on the Go Live Date, and annually thereafter on each anniversary of the Go Live Date, pay to Greenlane an annual ERP use fee (the "ERP Fee") in the amount of three thousand four hundred and ninety-five dollars (\$3,495) per annum; and (iv) reimburse Greenlane's out-of-pocket costs and expenses incurred in providing the Fulfillment Services. In addition, in order to compensate Greenlane for the cost of shipping, Client shall pay to Greenlane an amount equal to Greenlane's direct freight cost plus five percent

(5%). The prices set forth on any Pricing Memo, the Drop-ship Fee and ERP Fee are subject to change upon thirty (30) days prior written notice.

6. Greenlane will maintain a separate, Client focused, customer service representative (“CSR”) intended to service Client’s direct internet customers for Products sold in the course of providing the Fulfillment Services. The Client shall have the ability to train the CSR before beginning any tasks required and herein described, provided that, unless Greenlane agrees in writing, the Client may only train the CSR on products that Greenlane has not previously sold, or is not already reasonably aware of. The CSR will be a Greenlane employee identified to Client customers as, and Client hereby authorizes Greenlane to hold out the CSR as, a representative of Client. Greenlane may, from time to time, utilize non-dedicated CSRs to meet overflow demand or maintain appropriate Client CSR service levels and utilization. Any non-dedicated CSR utilized in this role will have received the same level of training as a dedicated Client CSR and be held to the same standards of performance. The CSR will be required to meet service level standards consistent with those met by Greenlane’s non-designated customer service representatives. Without limiting the foregoing, the CSR will be evaluated on the following service level criteria:
 1. utilization (percent of work hours on an active call, live chat, text or email response);
 2. average call/chat length;
 3. number of calls/chats per hour;
 4. Product knowledge/trouble shooting effectiveness, including
 - a. successful training program completion; and
 - b. on-phone/chat evaluations (secret shoppers);
 5. customer rapport/satisfaction;
 6. customer feedback;
 7. on-phone/chat evaluations (secret shoppers); and
 8. add-on sales.

It is further agreed that the Client may, from time to time, ask Greenlane for reports with regards to Customer satisfaction and/or complaints. These reports are not intended to be specific in nature but merely an assessment to gauge customer satisfaction in relation to the Client’s provided services.

To compensate Warehouse Goods for providing the CSR, Greenlane will mark up its labor and burden cost by a factor of 1.33 to cover Greenlane’s direct cost. A sample cost model is attached hereto as Schedule 1. Greenlane’ direct costs shall be defined and listed on Schedule 2, which is also attached hereto.

7. Greenlane will provide trained technical personnel dedicated to repairing, and/or replacing, Products. This individual (or individuals) will be responsible for repairing all Products sold domestically, no matter which distribution channel was ultimately responsible for the sale to the end user. Client will provide commercially reasonable level of assistance in the development of appropriate training programs for these technicians as well as the initial and ongoing training. The designated repair technician will be required to meet service level

standards consistent with those met by Greenlane's non-dedicated repair technicians. Specifically, the repair technician will be evaluated on the following service level criteria:

1. unit repair volume;
2. failure rate of repaired units;
3. turn-around time;
4. parts inventory management;
5. cost of direct materials used;
6. record keeping and documentation;
7. Product knowledge;
8. customer satisfaction; and
9. part and accessory sales.

To compensate Greenlane for providing warranty repair work for Client, Greenlane will mark up its labor and burden cost by a factor of 1.33 to cover Greenlane's direct cost. A sample cost model is attached hereto as Schedule 1. Greenlane's direct costs shall be defined and listed on Schedule 2, which is also attached hereto.

8. Greenlane shall bill Client for cost of goods, accrued fees and reimbursable expenses monthly in arrears. Monthly statements are payable by check or wire transfer on the later of (i) the 15th day of the following month, and (ii) the date arising ten (10) days after receipt of Greenlane's statement of account. Client shall pay a late payment fee in the amount of one and one-half percent (1.5%) per annum on amounts properly owing hereunder that are not timely paid. If payment is not timely received, Greenlane may offset any balances due hereunder against amounts owing to Client or, upon three (3) days prior written notice, cease providing the Fulfillment Services until all amounts owing, including late fees, are fully paid.
9. Greenlane shall maintain books and records relating to the provision of the Services in a manner consistent with the manner in which Greenlane maintains its books and records in the ordinary course of business. Client may, at any time during the term of this Agreement, but not more frequently than once per annum, appoint an independent certified public accountant reasonably acceptable to Greenlane to review Greenlane's books and records relating to the Services upon not less than twenty (20) days' prior written notice for purposes of confirming amounts owing hereunder. Client's representative shall (i) be bound by written obligations of confidentiality customary for such engagements prior to commencing its review, (ii) perform its review at Greenlane's premises during normal working hours, (iii) perform its review in a manner so as to reasonably minimize the disruption to Greenlane's business, and (iv) not copy Greenlane's records or remove Greenlane's records from Greenlane's premises.
10. Upon the earlier of termination of this Agreement and termination of the Fulfillment Services, Client shall, not later than ten (10) days after Greenlane's written request given at any time prior to the date arising thirty (30) days after such termination, buy back any Stale Inventory purchased by Greenlane in connection with the provision of the Fulfillment Services and not yet sold.

11. Greenlane shall be responsible for warehousing Client inventory necessary to provide the Fulfillment Services, including costs of rent, fixtures, insurance and shrinkage.

Schedule 1 to Exhibit A

Pricing Models

Customer Service

Volume: 1 - 50 Orders/Week

Period	Dept	Hours / Qty	Direct Costs	Billing Factor	Billed Amount
16-Jan	Service Reps	20	\$360	1.33	\$478.80
16-Jan	Management	2.5	\$45	1.33	\$59.85
16-Jan	Quality Control	0.25	\$4.50	1.33	\$5.99
					\$544.64

V: 50 - 150 O/W

Period	Dept	Hours / Qty	Direct Costs	Billing Factor	Billed Amount
16-Jan	Service Reps	40	\$720	1.33	\$957.60
16-Jan	Management	5	\$90	1.33	\$119.70
16-Jan	Quality Control	0.5	\$9.00	1.33	\$11.97
					\$1089.27

V: 150 - 450 O/W

Period	Dept	Hours / Qty	Direct Costs	Billing Factor	Billed Amount
16-Jan	Service Reps	80	\$1,440	1.33	\$1915.20
16-Jan	Management	10	\$180.00	1.33	\$239.40
16-Jan	Quality Control	1	\$18.00	1.33	\$23.94
					\$2178.54

Warranty Processing

Period	Dept	Hours / Qty	Direct Costs	Billing Factor	Billed Amount
16-Jan	Warranty Processing	10	\$180	1.33	\$239.40

					\$239.40
Volume: 50 -150 orders / Week					
Period	Dept	Hours / Qty	Direct Costs	Billing Factor	Billed Amount
16-Jan	Warranty Processing	20	\$360	1.33	\$478.80
					\$478.80
Volume: 150 -450 orders / Week					
Period	Dept	Hours / Qty	Direct Costs	Billing Factor	Billed Amount
16-Jan	Warranty Processing	40	\$720	1.33	\$957.60
					\$957.60

Schedule 2 to Exhibit A

Greenlane Costs

- Rent and applicable occupancy costs
 - Rent
 - Taxes
 - Maintenance
 - Insurance
 - Security
 - Utilities
- System license fees based on the number of users
 - NetSuite
 - Phone system
 - Operating system
 - Ancillary systems
 - Security
 - Backup
 - Internet access
 - Etc.
- Office supplies
- Asset depreciation/amortization
 - Computers
 - Furniture and fixtures
 - Software licenses
- Management fee
 - Direct supervisory time
 - Burden