

## TERMINATION AND RELEASE AGREEMENT

This Termination and Release Agreement (the "**Agreement**") is made as of the 30th day of October, 2018 among Juve Wellness Inc. ("**Juve**"), The Yield Growth Corp. (formerly Cannapay Financial Inc.) ("**Yield**"), Fobisuite Technologies Inc. ("**Fobisuite**") and Loop Insights Inc. (formerly Cannabis Big Data Holdings Inc.) ("**Loop**").

### WHEREAS:

- A. Yield and Loop are parties to a Sublicense Agreement dated February 9, 2018 (the "**Sublicense Agreement**");
- B. pursuant to the Sublicense Agreement, Yield granted to Loop a sublicense (the "**Sublicense**") to use certain intellectual property licensed to Yield by Glance Pay Inc. ("**Glance**") and Loop issued to Yield Eight Million (8,000,000) common shares without par value in the capital of Loop (the "**Sublicense Shares**");
- C. Yield subsequently transferred Four Million (4,000,000) of the Sublicense Shares to Glance;
- D. Yield remains the registered owner of Four Million (4,000,000) of the Sublicense Shares (the "**Yield Sublicense Shares**").
- E. Juve and Loop are parties to a second agreement dated February 9, 2018 (the "**M&D Agreement**");
- F. pursuant to the M&D Agreement, Juve granted to Loop a non-exclusive right to distribute certain "Products" (as defined in the M&D Agreement) and Loop issued to Juve Seven Million Two Hundred Thousand (7,200,000) common shares without par value in the capital of Loop (the "**M&D Shares**");
- G. Juve, Yield, Fobisuite and Loop are parties to a third agreement dated February 9, 2018 (the "**Ancillary Agreement**") providing for, among other things, the composition of Loop's Board of Directors; and
- H. the parties wish to terminate the Sublicense Agreement, the M&D Agreement and the Ancillary Agreement on the terms and conditions hereinafter provided.

**NOW THEREFORE**, in consideration of the premises, mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree with each other as follows:

- 1. Subject only to paragraph 2, and in consideration of the relinquishment by Yield and its successors and assigns, of all right, title and interest in and to the Yield Sublicense Shares, the parties hereby agree that the Sublicense is terminated with immediate effect and Loop hereby covenants and agrees to execute all such documents and do all such acts and things, and to cause any of its successors and assigns or any other third party having an interest in the Sublicense to execute all such documents and do all such acts and things

as may be necessary, at the reasonable request of Yield, to evidence the termination of the Sublicense.

2. Subject only to paragraph 1, and in consideration of the relinquishment by Loop and its successors and assigns, of all right, title and interest in and to the Sublicense, the parties hereby agree that all right, title and interest of Yield and its successors and assigns in and to all of the Yield Sublicense Shares is hereby irrevocably assigned, conveyed and transferred to Loop with immediate effect and Yield hereby covenants and agrees to execute all such documents and do all such acts and things, and to cause any of its successors and assigns or any other third party having an interest in the Yield Sublicense Shares to execute all such documents and do all such acts and things, as may be necessary, at the reasonable request of Loop, to evidence the assignment, conveyance and transfer to Loop of all right, title and interest in and to the Yield Sublicense Shares.
3. Subject only to paragraph 4, and in consideration of the relinquishment by Juve and its successors and assigns, of all right, title and interest in and to Five Million Seven Hundred Thousand (5,700,000) of the M&D Shares, the parties hereby agree that the M&D Agreement is terminated with immediate effect and Loop hereby covenants and agrees to execute all such documents and do all such acts and things, and to cause any of its successors and assigns or any other third party having an interest in the M&D Agreement to execute all such documents and do all such acts and things as may be necessary, at the reasonable request of Juve, to evidence the termination of the M&D Agreement.
4. Subject only to paragraph 3, and in consideration of the relinquishment by Loop and its successors and assigns, of all right, title and interest in and to the M&D Agreement, the parties hereby agree that all right, title and interest of Juve and its successors and assigns in and to Five Million Seven Hundred Thousand (5,700,000) of the M&D Shares is hereby irrevocably assigned, conveyed and transferred to Loop with immediate effect and Juve hereby covenants and agrees to execute all such documents and do all such acts and things, and to cause any of its successors and assigns or any other third party having an interest in Five Million Seven Hundred Thousand (5,700,000) of the M&D Shares to execute all such documents and do all such acts and things, as may be necessary, at the reasonable request of Loop, to evidence the assignment, conveyance and transfer to Loop of all right, title and interest in and to Five Million Seven Hundred Thousand (5,700,000) of the M&D Shares. For greater certainty, the parties hereby acknowledge and agree that Juve will retain One Million Five Hundred Thousand (1,500,000) of the M&D Shares.
5. Subject only to, and for the consideration described in paragraphs 1, 2, 3, and 4, each of the Sublicense Agreement, the M&D Agreement and the Ancillary Agreement are hereby terminated in their entirety with immediate effect.
6. As additional consideration for the relinquishment and termination of the Sublicense, the Sublicense Agreement, the M&D Agreement and the Ancillary Agreement, Loop will pay Yield \$250,000 upon receipt of all executed settlement documents required pursuant to this Agreement.

7. As additional consideration for the relinquishment and termination of the Sublicense, the Sublicense Agreement, the M&D Agreement and the Ancillary Agreement, Yield's nominees to Loop's Board of Directors will immediately resign.
8. As additional consideration for the relinquishment and termination of the Sublicense, the Sublicense Agreement, the M&D Agreement and the Ancillary Agreement, Loop's three advisory board appointees to Yield's Board of Directors shall agree to the immediate termination of their appointments with the exercise price of the vested options granted to [REDACTED] to be immediately increased to \$0.60 per share and the vested options granted to [REDACTED] to remain at \$0.15 per share.
9. As additional consideration for the relinquishment and termination of the Sublicense, the Sublicense Agreement, the M&D Agreement and the Ancillary Agreement, Yield and Juve hereby each remises, releases and forever discharges Loop, Fobisuite, their respective successors and assigns and all of their respective directors, officers, employees and representatives (each of which is referred to in this Agreement as a "**Loop/Fobisuite Releasee**") from all actions, causes of action, suits, proceedings, debts, guarantees, accounts, bonds, duties, covenants, contracts, liabilities, obligations, damages, grievances, executions, judgments, claims and demands of any kind whatsoever (including, without limitation, any claim for loss or damage not yet ascertained), both in law and in equity, whether implied or express (each, a "**Claim**") which Yield or Juve now has or hereafter may have against any Loop/Fobisuite Releasee for or by reason of or in any way arising out of any cause, matter or thing whatsoever existing, or done or omitted to be done by Loop or Fobisuite with respect to the Sublicense Agreement, the M&D Agreement or the Ancillary Agreement, during the term of either the Sublicense Agreement, the M&D Agreement or the Ancillary Agreement, as applicable, at any time up to and including the date hereof, so long as the Claim does not result from fraud, gross negligence or willful misconduct on the part of Loop or Fobisuite.
10. As additional consideration for the assignment, conveyance and transfer to Loop of all right, title and interest in and to the Yield Sublicense Shares, Five Million Seven Hundred Thousand (5,700,000) of the M&D Shares, and the termination of the Sublicense Agreement, the M&D Agreement and the Ancillary Agreement, Loop and Fobisuite hereby each remises, releases and forever discharges Yield, Juve, their respective successors and assigns and all of their respective directors, officers, employees and representatives (each of which is referred to in this Agreement as a "**Yield /Juve Releasee**") from all Claims which Loop or Fobisuite now has or hereafter may have against any Yield/Juve Releasee for or by reason of or in any way arising out of any cause, matter or thing whatsoever existing, or done or omitted to be done by Yield or Juve with respect to the Sublicense Agreement, the M&D Agreement or the Ancillary Agreement, during the term of either the Sublicense Agreement, the M&D Agreement or the Ancillary Agreement, at any time up to and including the date hereof, so long as the Claim does not result from fraud, gross negligence or willful misconduct on the part of Yield or Juve.

11. Each party covenants and agrees not to disclose any confidential or proprietary information concerning the other parties which was acquired before, during or after the term of the Sublicense Agreement, the M&D Agreement or the Ancillary Agreement, as applicable, from any person, firm, corporation, association or other entity.
12. Subject to paragraph 13, the terms and conditions of this Agreement, the Sublicense Agreement, the M&D Agreement and the Ancillary Agreement are confidential between the parties and shall not be disclosed to anyone else, except as may be necessary to effectuate the terms of this Agreement and/or to comply with any applicable law or the rules of any applicable stock exchange.
13. No party will make any press release or other announcement respecting this Agreement, the Sublicense Agreement, the M&D Agreement and the Ancillary Agreement without the consent of the other parties, unless a party refuses to consent and the party desiring to make the release or other announcement is advised by its counsel that the release or other announcement is required to comply with any applicable law or the rules of any applicable stock exchange.
14. From and after the date hereof, each of the parties will not, directly or indirectly, make false, disparaging or derogatory statements about the other parties to this Agreement, including, but not limited to, any of its business affairs, practices, policies, standards or reputations (including, but not limited to, statements harmful to its business interests or goodwill) in any form (including, but not limited to, orally, in writing, on social media or on the internet).
15. The parties hereby declare that this Agreement does not constitute an admission of any liability or obligation whatsoever by any of them.
16. The parties further declare that they have had the opportunity to obtain independent legal advice with respect to the nature and effect of this Agreement and confirm that they are executing this Agreement freely and voluntarily.
17. This Agreement shall be governed by and enforced in accordance with the laws of the Province of British Columbia.
18. This Agreement may be executed in any number of counterparts and may be delivered in facsimile or electronic PDF form and when a counterpart has been executed and delivered by each of the parties hereto, all executed counterparts together will constitute one agreement and will have the same force and effect as if all the parties had executed and delivered the same agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above written.

**THE YIELD GROWTH CORP.**

*“Penny Green”*

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Name: Penny Green

Title: CEO & President

**JUVE WELLNESS INC.**

*“Penny Green”*

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Name: Penny Green

Title: CEO & President

**LOOP INSIGHTS INC.**

*“Rob Anson”*

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Name: Rob Anson

Title: CEO & President

**FOBISUITE TECHNOLOGIES INC.**

*“Rob Anson”*

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Name: Rob Anson

Title: CEO & President