

2. The Cannabis Big Data board shall be comprised of 5 members, 3 of which shall be chosen by Fobisuite and 2 of which shall be chosen by Cannapay. As of the date of this Agreement, the Cannabis Big Data board is comprised of 4 members. The 5th member shall be selected by Fobisuite at a later date.
3. As soon as practicable after the Effective Date, Cannabis Big Data shall have raised \$1,000,000 at \$0.25 per common share of Cannabis Big Data. Commissions of up to 10% cash and 10% brokers warrants to buy units in Cannabis Big Data shall be offered to finders.
4. Section 2 of this Agreement will survive execution and closing of the transactions contemplated by this Agreement, and will bind the parties until terminated by mutual agreement.
5. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia to adjudicate all matters arising hereunder.

[Remainder of page intentionally left blank]

This Agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CANNAPAY FINANCIAL INC.

“Penny Green”

Per: Penny Green, President & CEO

FOBISUITE TECHNOLOGIES INC.

“Rob Anson”

Per: Rob Anson, CEO

JUVE WELLNESS INC.

“Penny Green”

Per: Penny Green, President & CEO

CANNABIS BIG DATA HOLDINGS INC.

“Rob Anson”

Per: Rob Anson, President & CEO

Schedule A – Other Agreements forming part of this Agreement

1. [REDACTED]
2. Sublicense Agreement dated February 9, 2018 between Cannapay Financial Inc. and Cannabis Big Data Holdings Inc.
3. Manufacturing and Distribution Agreement dated February 9, 2018 between Juve Wellness Inc. and Cannabis Big Data Holdings Inc.
4. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

SUBLICENSE AGREEMENT

This Agreement (the "**Agreement**") is made this 9th day of February, 2018 (the "**Effective Date**").

BETWEEN:

CANNAPAY FINANCIAL INC., a company incorporated under the laws of British Columbia with a head office at Suite 200 – 1238 Homer Street, Vancouver, BC V6B 2Y5,
(**"Sublicensor"**)

AND:

CANNABIS BIG DATA HOLDINGS INC., a company incorporated under the laws of British Columbia with a head office at 19096-64th Ave Surrey B.C. V3S-8G5
(GST/HST number: 77734 9317 RT0001)
(**"Licensee"**)
(each a "**Party**", together, the "**Parties**")

WHEREAS:

- A. Sublicensor has the right and authority to sublicense to Licensee the Sublicensed Rights that are licensed to Sublicensor by Glance Pay Inc. (**"Glance Pay"**);
- B. Licensee wishes to obtain from Sublicensor and Sublicensor wishes to grant to Licensee a worldwide, non-exclusive sublicense to use the Sublicensed Patents, the Sublicensed Trademarks, and the Sublicensed Technology in order to make, market and commercialize the CBD App (as defined in section 1) on the terms and conditions set out herein.

NOW THEREFORE, in consideration of the premises and the faithful performance of the covenants herein contained, the receipt and sufficiency of which are hereby acknowledged by the parties, it is agreed as follows.

1. DEFINITIONS

For the purpose of this Agreement, the following definitions will apply:

- 1.1 "**Confidential Information**" means the terms and conditions of this Agreement, and any and all discoveries, inventions, processes, methods, techniques, know-how, trade secrets, and intellectual property and proprietary rights relating to the Sublicensed Rights, expressed in whatever form and may include technical information, procedures, formulae, protocols, software, specifications, flowcharts, instructions, research, financial or marketing data, business plans, patent applications, and other documents and materials, and all modifications, variations, updates, enhancements and improvements thereof, that are disclosed by one party to the other party during the Term. Confidential Information may include unique combinations of separate items, which individually may or may not be confidential. However, "Confidential Information" does not include:
 - (a) information that is in the public domain at the time it is received by the receiving

- party;
- (b) information that after receipt thereof by the receiving party enters the public domain other than through a breach of this Agreement by the receiving party;
 - (c) information that the receiving party can show was, prior to receipt thereof from the disclosing party, lawfully in the possession of the receiving party and not then subject to any obligation on the part of the receiving party to maintain the confidentiality thereof;
 - (d) information that the receiving party can show was independently developed by employees, agents or consultants of the receiving party without any use or reference to the disclosing party's Confidential Information; or
 - (e) information that is approved in writing by the disclosing party for disclosure, provided that the disclosure by the receiving party was made in accordance with the terms of such approval; or
 - (f) information that is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure;
- 1.2 **"Consideration"** has the meaning attributed to it in Section 3.1(a);
- 1.3 **"CBD App"** means an application that bundles the Sublicensed Technology with Fobisuite Licensed Technology and which services merchants in the cannabis industry;
- 1.4 **"Field of Use"** means the marijuana financial technology industry;
- 1.5 **"Fobisuite Licensed Technology"** means technology licensed to Licensee pursuant to a license agreement between Licensee and Fobisuite Technologies Inc. dated as of the date hereof;
- 1.6 **"Functional Specifications"** will mean those specifications to which the Sublicensed Technology will conform as set forth in Schedule "A";
- 1.7 **"Glance Pay License Agreement"** means the amended and restated license agreement dated May 31, 2017 between Glance Pay and Sublicensor;
- 1.8 **"Hardware Cost"** means the price paid by the Licensor to a third party for the item in question;
- 1.9 **"Intellectual Property Rights"** means any and all inventions, materials, Know-how, trade secrets, technology, formulas, processes, ideas or other discoveries conceived or reduced to practices, whether patentable or not;
- 1.10 **"Know-how"** means any and all technical data, information, materials, trade secrets, technology, formulas, processes, and ideas, including any improvements thereto, in any form in which the foregoing may exist, now owned or co-owned by or exclusively, semi-exclusively or non-exclusively licensed to any party prior to the date of this Agreement or hereafter acquired by any party during the term of this Agreement;
- 1.11 **"License"** has the meaning ascribed thereto in Section 2.1;
- 1.12 **"Parties"** mean Sublicensor and Licensee;

- 1.13 **“Payment Platform”** means Glance Pay’s proprietary technology that includes an aggregate payment processor which allows merchants to accept payments, and customers to pay merchants, using the customer’s mobile device;
- 1.14 **“Permitted Purpose”** means the purpose of developing and commercializing the CBD App for the marijuana financial technology industry;
- 1.15 **“Renewal Fee”** has the meaning ascribed thereto in Section 16.1;
- 1.16 **“Renewal Term”** has the meaning ascribed thereto in Section 14.1;
- 1.17 **“Revenues”** means revenues, as recognized by IFRS reporting standards, generated by the Licensee derived from the Sublicensed Rights pursuant to the License herein granted;
- 1.18 **“Services”** has the meaning ascribed thereto in Section 4.1;
- 1.19 **“Sublicensed Rights”** means:
- (a) the Sublicensed Patents;
 - (b) any and all improvements developed by Glance Pay that are licensed to Sublicensor, whether patentable or not, relating to the Sublicensed Rights, which Glance Pay may now or may hereafter develop, own or control;
 - (c) any and all patents relating to the Sublicensed Rights that are licensed to the Sublicensor, which may issue on patent rights and improvements thereof, developed by Glance Pay and any and all divisions, continuations, continuations-in-part, reissues and extensions of such patents;
 - (d) the Sublicensed Technology;
 - (e) the Sublicensed Trademarks; and
 - (f) any and all Intellectual Property Rights licensed to the Sublicensor relating to, derived from or attaching to the Sublicensed Patents, the Sublicensed Trademarks, and the Sublicensed Technology;
- 1.20 **“Sublicensed Patents”** means the patents and patent applications listed in Schedule “B” attached to this Agreement which are owned by Glance Pay, including any renewal, division, continuation, continued prosecution application or continuation-in-part of any such patents and applications, any and all patents or certificates of invention issuing thereon, and any and all reissues, re-examinations, extensions, divisions, renewals, substitutions, confirmations, registrations, revalidations, revisions, supplementary protection certificates and additions of or to any of the foregoing, and any foreign counterparts of any of the foregoing;
- 1.21 **“Sublicensed Product(s)”** means any materials, compositions, techniques, devices, methods or inventions relating to or based on the Sublicensed Rights developed on the date of this Agreement or in the future by either Licensee or Sublicensor;
- 1.22 **“Sublicensed Technology”** means:
- (a) any and all discoveries, inventions, process, methods, techniques, devices, know-how, and intellectual property and proprietary rights, expressed in whatever form including technical information, processes, procedures, methods, formulae, protocols, software, specifications, instructions, data, documents and materials that are licensed to Sublicensor during the Term, relating to the Payment Platform in the Territory (including

those contained in or directly relate to the Sublicensed Patents); and

- (b) any and all modifications, variations, updates, enhancements and improvements licensed to the Sublicensor during the Term in and to any of the foregoing in paragraph (c) that are conceived or reduced to practice by one or more of the inventors, principal investigators and/or other individuals of Sublicensor or Licensee;

1.23 “**Sublicensed Trademarks**” means the trade-marks identified in Schedule “B” attached hereto;

1.24 “**Term**” has the meaning ascribed to it in Section 16.13

1.25 “**Territory**” means the world; and,

1.26 “**Wage Cost**” means the hourly amount paid by the Licensor to the consultant or employee providing the specific services required pursuant to Section 4.1(a) hereto, which will be the ordinary rate paid by the Licensor to the consultant or employee and not more than market rates, determined reasonably by the Licensor.

2. GRANT OF SUBLICENSE

2.1 Subject to the provisions of this Agreement, Sublicensor hereby grants to Licensee a worldwide, non-exclusive, non-transferable, non-assignable, non-sub-licensable sublicense to use the Sublicensed Rights for the Permitted Purpose during the Term in the Field of Use (the “**License**”), subject to the restriction set forth in Section 2.5 below, and Licensee hereby accepts such grant.

2.2 Except to the extent permitted under this Agreement, Licensee agrees not to copy, modify, translate, decompile, disassemble, or otherwise reverse engineer, or otherwise determine or attempt to determine source code or protocols from, the Sublicensed Rights.

2.3 Nothing in this Agreement will prevent either party from independently developing any software or technology that is the same or similar to any software or technology owned by the other party so long as the developing party does not infringe or misappropriate any intellectual property rights of the other party.

2.4 Licensee will take all reasonable precautions to prevent third parties from using the Sublicensed Technology in any way that would constitute a breach of this Agreement including, without limitation, such precautions as Licensee would otherwise take to protect its own proprietary software or hardware or information.

2.5 Restrictions

(a) This Agreement is subject to the terms and conditions of the Glance Pay License Agreement.

(b) Notwithstanding any other clause to the contrary herein, Licensee acknowledges that Glance Anti-Fraud Technology is a trade secret of Glance Pay and will only be run on the Glance Pay servers.

3. CONSIDERATION

3.1 Consideration.

(a) In consideration of the rights granted herein, Licensee will pay a fee of \$2,000,000, due and payable by the issuance to Sublicensor of 8,000,000

common shares of Licensee at a price of \$0.25 per share (the “**Consideration**”);

- (b) All common shares of Licensee issued to Sublicensor in accordance with the terms of this Agreement will be subject to the standard 3-year escrow provisions set out in National Instrument 46-201 for emerging public companies, with such escrow provisions to apply whether the common shares of the Licensee are listed by way of an initial public offering or through any other transaction, including, but not limited to, a reverse take-over transaction. For this purpose, the Sublicensor agrees that it will enter into an escrow agreement at the request of the Licensee.

3.2 Taxes.

- (a) Licensee will pay applicable GST on the Consideration to the Sublicensor for the grant of the License under this Agreement. Licensee may elect to pay such amount owing to the Licensor after it has received the applicable tax credit from the appropriate government entity, but in any event, in cash to Licensor by March 15, 2018.
- (b) On the Effective Date, Licensee will provide a completed form FIN 490 Certificate of Exemption (or an equivalent form) to Licensor indicating that the grant of the License under this Agreement is exempt from provincial sales tax.

4. **MAINTENANCE AND SUPPORT**

4.1 CBD App Customization, Hosting and Processing. Sublicensor will provide the following services to Licensee for the fees described as follows (plus tax):

- (a) a fee equal to Sublicensor’s Wage Cost and Hardware Cost plus 25% for all customization work on the Sublicensed Technology that is requested by Licensee;
- (b) a fee for hosting of and providing customer service for the CBD App, which fee will be provided by Sublicensor to Licensee in a separate rate sheet approved by both parties and amended from time to time, and will not begin to accrue until the CBD App is available for public use; and
- (c) a fee for processing payments through the CBD App, which fee will be provided by Sublicensor to Licensee in a separate rate sheet approved by both parties and amended from time to time.

(the “**Services**”)

4.2 Basic Services. Sublicensor will provide, at no cost, the services of a qualified representative of Sublicensor to attempt to correct or bypass defects or errors in the Sublicensed Technology that have been brought to the prompt attention of Sublicensor by the Licensee or other users of the Sublicensed Technology.

4.3 Invoicing. Sublicensor will provide monthly invoices for services provided to Licensee which invoices are due and payable within 30 days of the date of each invoice, with the exception of known external costs, payment for which Sublicensor may require from Licensee in advance. If Licensee fails to pay one or more due invoices or is deemed by Sublicensor to be unlikely to be able to pay for future services, Sublicensor may require Licensee to provide one or more cash retainers to cover expected monthly expenditures.

- 4.4 Other Services. On request by Licensee, Sublicensor may provide design, social media and other media services to the Licensee at Sublicensor's standard rates.
- 4.5 Audit. Licensee has the right to inspect the Sublicensor's books and records that are relevant to, or necessary to determine, that the Hardware Cost and Wage Cost charged to it pursuant to this Agreement was appropriate and correct. In the event of a discrepancy where the Hardware Cost or Wage Cost was less than previously communicated by the Sublicensor to the Licensee, the Sublicensor will amend the amount being charged or refund the difference, as the case may be, to the Licensee. The Licensee will provide the Sublicensor with at least 24 hours' notice to the Sublicensor prior to inspecting the books and records of the Sublicensor, and the inspection will be during regular business hours of the Sublicensor.
- 4.6 Reports. Within 30 days after the end of each month during the Term (and, if applicable during any Renewal Term), Licensee shall make a written report to Licensor setting out the Revenues sold, leased, distributed or used by the Licensee. If there are no revenues, a statement to that effect shall be made by the Licensee to Licensor.
- 4.7 Books and Records. Licensee shall keep books and records in such reasonable detail as will permit the reports provided for in Section 4.6 to be determined. Licensee further agrees to permit such books and records to be inspected and audited by a representative or representatives of Licensor to the extent reasonably necessary for the Licensor to verify the reports provided for in Section 4.6.

5. MARKING

- 5.1 Licensee agrees to mark or have marked the CBD App and any other products or services made, used, sold, distributed or leased by it under the Sublicensed Rights, if and to the extent such markings will be practical, with such patent markings and trademark markings as are desirable or required by applicable patent laws and/or trademark laws, respectively, and, only upon the Sublicensor's written request and permission agrees to mark the CBD App as "powered by Glance Pay". Sublicensor may withdraw its permission to mark the CBD App as "powered by Glance Pay" at any time by written request to the Licensee, with which Licensee will comply as soon as is reasonably practicable.

6. INTELLECTUAL PROPERTY

- 6.1 Sublicensor is granted only a sublicense to use the Sublicensed Rights. Sublicensor is licensed to use and sublicense the Sublicensed Rights to Licensee for use in the marijuana financial technology industry. Glance Pay retains all title to and ownership of the Sublicensed Rights, and reserves all rights in patents, copyrights trade secrets and other intellectual property in the Sublicensed Rights. Licensee will not contest or challenge the title to the Sublicensed Rights either during or after termination or expiry of this Agreement.

7. COVENANT OF LICENSEE

Unless agreed to in writing by the Sublicensor, the Licensee will not, from the Effective Date:

- (a) Sell more than 10% of its assets
- (b) Accrue any debts
- (c) Raise capital at a price lower than \$0.25 per common share of the Licensee.

8. REPRESENTATIONS AND WARRANTIES OF SUBLICENSOR

8.1 Sublicensor represents, warrants and covenants that:

- (a) it has the authority to enter into this Agreement and perform its obligations under this Agreement;
- (b) entering into and performance of this Agreement will not conflict with, or reach, any express or implied obligation or duty owed to any other person;
- (c) the Sublicensed Rights and the Licensed Products are free and clear of all liens, and encumbrances;
- (d) to the best of its knowledge and belief, except for the Sublicensed Trademarks, the Sublicensed Rights do not, as of the date hereof, infringe on any patent, copyright, trade secret or other intellectual property right of a third party;

8.2 Sublicensor does not warrant that the operation of the Sublicensed Technology or the operation of the Sublicensed Technology will be uninterrupted or error free.

8.3 EXCEPT AS SET FORTH IN THIS ARTICLE 7, SUBLICENSOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED TECHNOLOGY, OR SERVICES OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY LICENSEE. SUBLICENSOR FURNISHES THE ABOVE WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE, AGENT, REPRESENTATIVE OR AFFILIATE OF SUBLICENSOR HAS AUTHORITY TO BIND SUBLICENSOR TO ANY ORAL REPRESENTATIONS OR WARRANTY CONCERNING THE LICENSED TECHNOLOGY. ANY WRITTEN REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS LICENSE AGREEMENT WILL NOT BE ENFORCEABLE.

8.4 Licensee represents, warrants and covenants that:

- (a) it has all requisite power, authority and right to enter into and deliver this Agreement and to perform its obligations hereunder;
- (b) it is a valid and subsisting corporation under the laws of its jurisdiction of incorporation, has all necessary power to own its property and carry on its business, and is duly licensed and registered to carry on business in each of the jurisdictions in which it operates; and
- (c) entering into and performance of this Agreement will not conflict with, or breach, any express or implied obligation or duty owed to any other person.

9. LIMITATION OF LIABILITY

In no event will a party be liable to the other party for any indirect, special, incidental or consequential damages of any kind, including without limitation, loss of profits, loss of use, business interruption, loss of data, or costs in connection with or arising out of the furnishing, performance or use, as applicable, of the Sublicensed Technology furnished hereunder or for breach of this License Agreement, whether alleged as a breach of contract, even if such party has been advised of the possibility of such damages. The liability of Sublicensor under this License Agreement for damages will not, in any event, exceed the amount of fees actually paid by Licensee to Sublicensor under this License Agreement.

10. INDEMNITY

Subject to the limitations contained in this Agreement, Sublicensor agrees to indemnify and hold harmless Licensee, and Licensee agrees to indemnify and hold harmless Sublicensor respectively, from any liabilities, penalties, demands, or claims finally awarded (including the costs, expenses, and reasonable legal fees on account thereof) that may be made by any third party for personal bodily injuries, resulting from the indemnifying party's gross negligence or willful acts or omissions or those of persons furnished by the indemnifying party, its agents, or subcontractors or resulting from use of the Sublicensed Technology, and/or Services furnished hereunder. Sublicensor agrees to defend Licensee, at Licensee's request, and Licensee agrees to defend Sublicensor, at Sublicensor's request, against any such liability, claim, or demand. Licensee and Sublicensor respectively agree to notify the other party promptly of any written claims or demands against the indemnified party for which the indemnifying party is responsible hereunder. The foregoing indemnity will be in addition to any other indemnity obligations of Sublicensor or Licensee set forth in this Agreement. Licensee may participate in the defense of a claim asserted hereunder after Sublicensor has assumed the defense or settlement, provided that Licensee will bear any legal fees and expenses or other costs it incurs in so participating. Sublicensor will not be liable for any costs or expenses incurred without its prior written authorization.

11. CONFIDENTIALITY

- 11.1 Each of the Parties will use reasonable efforts (and, in any event, efforts that are no less than those used to protect its own Confidential Information) to protect from disclosure the Confidential Information of the other. Each of the Parties will divulge such Confidential Information only to its employees or agents who require access to it for the purposes of this Agreement or as otherwise provided in this Agreement. In any event, the Licensee will only allow access to the Confidential Information of Sublicensor to those individuals who have first signed an appropriate confidentiality covenant and acknowledgment. This Section will survive the termination of the Agreement.
- 11.2 If the receiving Party is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of the disclosing Party, the receiving Party will use reasonable efforts to (i) seek confidential treatment for such Confidential Information, and (ii) provide prior notice to the disclosing Party to allow the disclosing Party to seek protective or other court orders.
- 11.3 In the event of actual or threatened breach of Section 10.1, the non-breaching party will be entitled to immediate and injunctive and other equitable relief, without the necessity of showing actual money damages.

12. IRREVOCABLE JUDGMENT WITH RESPECT TO VALIDITY OF PATENTS AND TRADE-MARKS

If a judgment or decree will be entered in any proceeding in which the validity or infringement of any claim of any patent or trade-mark under which the License hereunder granted is in issue, which judgment or decree becomes not further reviewable through the exhaustion of all permissible applications for rehearing or review by a superior tribunal, or through the expiration of the time permitted for such application, (such a judgment or decree being hereinafter referred to as an irrevocable judgment), the construction placed on any such claim by such irrevocable judgment will thereafter be followed not only as to such claim, but also as to all claims to which such instruction applies, with respect to acts occurring thereafter and if an irrevocable judgment holds any claim invalid, Licensee will be relieved thereafter from the performance of any acts required by this Agreement only because of any such claims.

13. SECURITY PROCEDURES

Sublicensor will promptly investigate any actual or suspected breach or data loss with respect to any Confidential Information of the Licensee in its possession of which it becomes aware to determine if such security breach or loss actually occurred, the causes thereof and the nature and extent of all Confidential Information, if any, affected by such security breach and will proceed as quickly as reasonably possible (i) to mitigate any adverse impact or other harm to Licensee resulting from such security breach, (ii) to prevent similar security breaches from occurring in the future, and (iii) to cooperate in any investigation, audits or lawsuits or claims as deemed necessary by Licensee to protect Licensee rights. To the extent permitted by applicable law or regulation, Sublicensor will notify Licensee of such inappropriate access as soon as practical but in no event more than twenty four (24) hours after such discovery, and will keep Licensee fully informed of all stages of its investigation and all actions taken as a result thereof and deliver to Licensee, as soon as the same has been determined, a written report regarding the nature of the security breach, the nature and extent of the Confidential Information affected, the steps taken to mitigate the adverse impact or other harm and the actions taken to prevent similar breaches from occurring in the future. Sublicensor will restore any lost, altered or destroyed Confidential Information in accordance with Licensee's procedures for restoration of data. Sublicensor will not contact any third party regarding any such breach or loss without the prior written consent of Licensee.

14. TERM AND RENEWAL

14.1 The initial term of this Agreement will be one (1) Year commencing on the Effective Date (the "Term"), unless earlier terminated in accordance with Article 15. For the purposes of this Agreement, a "Year" means a calendar year commencing on the Effective Date and every subsequent year thereafter. Thereafter, this Agreement will renew for additional one-year terms (each a "Renewal Term") unless and until either party provides written notice to the other party, at least 30 days prior to the expiration of the then current term, of its intention not to renew this Agreement.

15. TERMINATION

15.1 Termination by Licensee. Licensee may terminate the License granted by this Agreement, provided that the Licensee will not be in default hereunder, by:

- (a) giving Sublicensor ninety (90) days' notice to its intention to do so. If such notice will be given, then upon the expiration of such ninety (90) days the termination will become effective; but such termination will not operate to relieve Licensee from its obligation to satisfy any other obligations prior to the date of such termination;
- (b) default in the performance of any material obligation contained in this Agreement on the part of Sublicensor to be performed and such default will continue for a period of thirty (30) days after Licensee will have given to Sublicensor written notice of such default;
- (c) release of a judgment by a court of competent jurisdiction that Sublicensor is bankrupt or insolvent;
- (d) the filing by Sublicensor of a petition of bankruptcy, or a petition or answer seeking reorganization, readjustment or rearrangement of its business or affairs under any law or governmental regulation relating to bankruptcy or insolvency; or
- (e) the appointment of a receiver of the business or for all or substantially all of

the property of Sublicensor or the making by Sublicensor of assignment or an attempted assignment for the benefit of its creditors or the institution by Sublicensor of any proceedings for the liquidation or winding up of its business or affairs.

15.2 Termination by Sublicensor. Sublicensor may, at its option, terminate this Agreement by written notice to Licensee in case of:

- (a) default in the performance of any material obligation contained in this Agreement, including non-payment for any services, fees, or any other payable items set out in Article 3, on the part of Licensee to be performed and such default will continue for a period of thirty (30) days after Sublicensor will have given to Licensee written notice of such default;
- (b) failure to pay a Renewal Fee, as set out in Section 14.1;
- (c) release of a judgment by a court of competent jurisdiction that Licensee is bankrupt or insolvent;
- (d) the filing by Licensee of a petition of bankruptcy, or a petition or answer seeking reorganization, readjustment or rearrangement of its business or affairs under any law or governmental regulation relating to bankruptcy or insolvency; or
- (e) the appointment of a receiver of the business or for all or substantially all of the property of Licensee; or the making by Licensee of assignment or an attempted assignment for the benefit of its creditors; or the institution by Licensee of any proceedings for the liquidation or winding up of its business or affairs.

15.3 Effect of Termination

Termination of this Agreement will not in any way operate to impair or destroy any of Licensee's or Sublicensor's right or remedies, either at law or in equity, or to relieve Licensee of any of its obligations hereunder.

15.4 Effect of Delay, Etc.

Failure or delay by either party to exercise its rights of termination hereunder by reason of any default by the other party in carrying out any obligation imposed upon it by this Agreement will not operate to prejudice such party's right of termination for any other subsequent default by the other party.

15.5 Return of Sublicensed Rights

Upon termination of this Agreement, all of the Sublicensed Rights will be returned to Sublicensor, and Licensee will grant to Sublicensor a p e r p e t u a l, non-exclusive, royalty-free license, with the right to sublicense, to manufacture, use and sell improvements including all Know-how to the Sublicensed Rights made by Licensee during the Term and any Renewal Term of this Agreement prior to its termination, to the extent that such improvements are dominated by or derived from the Sublicensed Rights.

16. RENEWAL TERMS

16.1 Licensee will pay Sublicensor a renewal fee (the "**Renewal Fee**") in the amount of \$10,000 for each Renewal Term, due on the first day of each Renewal Term, which Renewal Fee may be paid to Sublicensor by way of certified cheque, bank draft, or wire transfer. If Licensee fails to pay the Renewal Fee for a new Renewal Term by the end of the first day of such Renewal Term, Sublicensor may provide ten (10) days'

notice to Licensee of its obligation to pay the Renewal Fee. If Licensee has not paid the Renewal Fee to Sublicensor at the end of the 10 day period, Sublicensor may immediately terminate this Agreement.

17. MISCELLANEOUS

17.1 Further Assurances. The parties will execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.

17.2 Interpretation of certain terms. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice-versa, words importing gender include all genders and the word "including" is not limiting (whether or not non-limiting language is used with reference thereto).

17.3 Sections and Headings. The division of this Agreement into sections, subsections and paragraphs and the insertion of headings are for reference purposes only and will not affect the interpretation of this Agreement. Unless otherwise indicated, any reference herein to a particular section, subsection, paragraph or schedule refers to the section, subsection, paragraph of or schedule to this Agreement.

17.4 Notices. All notices or other communications required or permitted to be given under this Agreement will be in writing and be effectively given if delivered personally, sent by prepaid private courier or sent by registered mail to the following:

If to the Sublicensor: Cannapay Financial Inc.
#200 – 1238 Homer Street
Vancouver, BC V6B 2Y5

Attention: Penny Green

If to the Licensee: Cannabis Big Data Holdings Inc.
19096-64th Ave Surrey B.C. V3S-
8G5

Attention: Rob Anson

Any notice delivered personally or sent by courier service will be deemed to have been received at the time it is delivered, and any notice sent by registered mail will be deemed to have been received three (3) business days following the sending.

17.5 Currency. All references to currency are in the lawful money of Canada unless otherwise specified.

17.6 Enurement and Assignment. This Agreement will enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns. Neither Sublicensor nor the Licensee may assign or transfer its rights and obligations under this Agreement without the prior written consent of the other party.

17.7 Entire Agreement. The provisions of this Agreement constitute the entire agreement between the parties with respect to the subject matter contained herein and supersedes all previous communications, representations and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

17.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia to adjudicate all matters arising hereunder.

[Remainder of page intentionally left blank.]

Counterparts. This Agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed the Agreement as of the date first above written.

CANNAPAY FINANCIAL INC.

BY: "*Penny Green*" _____
Authorized Signatory

CANNABIS BIG DATA HOLDINGS INC.

BY: "*Penny Green*" _____
Authorized Signatory

Schedule "A" - Functional Specifications

- Software tools to help assess whether a credit card is valid
- Rewards based component that enables users to accumulate rewards based on defined thresholds
- Software that enables customers to make credit card payments and merchants to accept such payments

Schedule "B" – Sublicensed Patents

Patent Description	Patent No. or Application No.	Date of Patent Application	Owner / Applicant
Wireless Systems and Methods for Bill Payment	15471303	March 28, 2017	Glance Pay Inc.
Wireless Systems and Methods for Bill Payment	2,962,884	March 30, 2017	Glance Pay Inc.
Wireless Systems and Methods for Bill Payment Using Short Distance Positioning Systems	62472288	March 16, 2017	Glance Pay Inc.

**Sublicensed
Trademarks**

Country/Region	Trade-mark	Mark Type	Application No.	Application Date	Jurisdiction
Canada	GLANCE PAY	Trade-mark	1801436	September 21, 2016	Canada

Manufacturing and Distribution Agreement

This Letter of Intent (“**Agreement**”) is made effective as of the 9th day of February, 2018 (the “**Effective Date**”).

BETWEEN:

JUVE WELLNESS INC., a company with an office at 200 - 1238 Homer Street, Vancouver, BC V6B 2Y5 (“**Juve**” or the “**Supplier**”)

AND:

CANNABIS BIG DATA HOLDINGS INC., a company with an office at 19096-64th Ave Surrey B.C. V3S-8G5 (“**CBD**” or the “**Distributor**”)

(GST/HST number: 77734 9317 RT0001)

(Each a “**Party**” or together the “**Parties**”).

WHEREAS

- A. On January 3, 2018, Juve, Cannapay Financial Inc. (“**Cannapay**”), CBD and Fobisuite Technologies Inc. (“**Fobi**”) entered into a short form agreement until one or more long form agreements are entered into.
- B. The Short Form Agreement, among other things, provided for CBD to become the non-exclusive distributor of Products (as defined herein), including a \$200,000 advance order of Products.
- C. Supplier is the owner of certain Products that it wishes to sell to the Distributor or allow the Distributor to manufacture.
- D. Supplier wishes to appoint Distributer as the non-exclusive distributor of the Products and the Cannabis Products in the Territory.
- E. Supplier wishes to allow Distributer to use the Products as a base to create Cannabis Products in compliance with Applicable Law.

ARTICLE 1 INTERPRETATION

- 1.1 Definitions. In this Agreement, terms with an initial capital letter will have the meanings set out below unless the context requires otherwise:
 - (a) “**Additional Products**” has the meaning ascribed to that term in section 4.3.
 - (b) “**Affiliate**” means, in relation to any person, any other person or group of persons acting in concert.
 - (c) “**Agreement**” means this Asset Purchase and Distribution Agreement, together with the Schedules attached hereto and as amended or modified from time to time.

- (d) **“Applicable Law”** means all applicable provisions of laws, statutes, rules, regulations, published guidelines, standards, codes of practice and orders of all federal, provincial, state, municipal and local governmental bodies to which the Parties are bound or apply to the transaction or event in question.
- (e) **“Confidential Information”** means the terms and conditions of this Agreement, and any and all discoveries, inventions, processes, methods, techniques, know-how, trade secrets, and intellectual property and proprietary rights relating to the Products, expressed in whatever form and may include technical information, procedures, formulae, protocols, software, specifications, flowcharts, instructions, research, financial or marketing data, customer data, business plans, patent applications, and other documents and materials, and all modifications, variations, updates, enhancements and improvements thereof, that are disclosed by one party to the other party during the Term. Confidential Information may include unique combinations of separate items, which individually may or may not be confidential. However, “Confidential Information” does not include:
- (i) information that is in the public domain at the time it is received by the receiving party;
 - (ii) information that after receipt thereof by the receiving party enters the public domain other than through a breach of this Agreement by the receiving party;
 - (iii) information that the receiving party can show was, prior to receipt thereof from the disclosing party, lawfully in the possession of the receiving party and not then subject to any obligation on the part of the receiving party to maintain the confidentiality thereof;
 - (iv) information that the receiving party can show was independently developed by employees, agents or consultants of the receiving party without any use or reference to the disclosing party’s Confidential Information;
 - (v) information that is approved in writing by the disclosing party for disclosure, provided that the disclosure by the receiving party was made in accordance with the terms of such approval; or
 - (vi) information that is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure;
- (f) **“Cannabis Products”** means any new products creating by using any of the Products as a base and adding either THC, CBD or both as an active ingredient.
- (g) **“Delivery Date”** means the date by which the Products are scheduled to arrive at Distributor Location.
- (h) **“Initial Order”** means an order from the Distributor for \$200,000 of Products at Wholesale Cost payable upon delivery of the Products from the Supplier to the Distributor. Distributor may select which Products it will purchase in the Initial Order and where such Products will be delivered within the Lower Mainland of British Columbia.

- (i) **“Know-how”** means all of the know-how related to the Products and additional active ingredients including the formulas and processes for combining the ingredients, recommended dosages for intended purposes, how to blend the herbs and essential oils, how to source ayurvedic plants and what the medical properties of the plants are according to ancient ayurvedic principles, storage and packing information. For clarity, the Know-how shall be treated as Confidential Information. A description of the know how is attached at Schedule “C”.
- (j) **“Product”** means the products listed in Schedule “A”, as amended from time to time and each such product will be referred to as a Product.
- (k) **“Purchase Order”** has the meaning ascribed to that term in section 4.2.
- (l) **“Term”** has the meaning ascribed to that term in section 5.1.
- (m) **“Territory”** has the meaning ascribed to that term in section 2.2.
- (n) **“Unit”**, for any elements of any Product, means a case or pack of Products or other applicable container or package of such Product as provided by Supplier.
- (o) **“Wage Cost”** means the hourly amount paid by the Supplier to the consultant or employee for the period of time taken to prepare the specific Product in question, which will be the ordinary rate paid by the Supplier to the consultant or employee and not more than market rates, determined reasonably by the Supplier.
- (p) **“Wholesale Cost”** means:
 - (i) the price paid by the Distributor for the ingredients, packaging, and labeling (as the case may be), and delivery for the specific Product in question, plus
 - (ii) Wage Cost, plus
 - (iii) a percentage amount based on the wholesale cost markup schedule attached at Schedule “B”;

1.2 Schedules. The following Schedules are attached to and form part of this Agreement:

Schedule “A” -	Products
Schedule “B” -	Wholesale Cost Payment Schedule
Schedule “C” -	Description of the Know-how

1.3 Currency References. Unless otherwise specified, all dollar references in this Agreement are deemed to refer to lawful currency of Canada.

ARTICLE 2 APPOINTMENT

2.1 Appointment. Supplier hereby appoints Distributor as its non-exclusive distributor of Products for the purpose of assisting Supplier in distributing the Products solely in the Territory upon the terms and conditions in this Agreement (the **“Appointment”**). Distributor hereby agrees to diligently carry out its obligations under this Agreement.

2.2 Territory. The **“Territory”** within which Supplier has granted Distributor non-exclusive rights under this Agreement consists of Canada and the United States.

- 2.3 Seed to Sale Partnerships. Distributor has the right to use the Products, the Cannabis Products and any of the Know-how for any purpose and may enter into partnerships with locally licensed growers and suppliers in the Territory for all processes relating to acquiring the seeds to selling including the following processes:
- (a) growing of cannabis;
 - (b) adding CBD or THC to the Products;
 - (c) mixing and producing the Products; and
 - (d) packaging of the Products;
- (collectively, the “**Partnerships**”).
- 2.4 Manufacturing: Distributor has the right to directly manufacture, distribute and sell the Products using the Know-how.
- 2.5 Wholesale Markup: Within 30 days of the Effective Date, Distributor and Supplier will confirm their mutual understanding of Schedule B.
- 2.6 Partnerships. The entering into and terms of all Partnerships within the Territory are entirely at Distributor’s sole discretion provided that all Partnerships will be subject to the terms and conditions of this Agreement, unless otherwise agreed between the Parties.
- 2.7 Nature of the Relationship. The Parties acknowledge that Distributor is not an agent of Supplier. The relationship between Distributor and Supplier under this Agreement is that of independent contractors. Nothing contained in this Agreement will constitute or create, nor will it be construed to have created, any relationship of partner, principal or agent, employee, employer, joint venture, franchisee, legal representative or any other legal relationship. Other than as expressly and specifically provided for in this Agreement or otherwise granted in writing by Supplier, Distributor will have no authority to make any representation or give any warranty on behalf of Supplier.

ARTICLE 3 FEES AND PRICES

- 3.1 Appointment Fees. In consideration for the Appointment:
- (a) Distributor agrees to the Initial Order from the Supplier.
 - (b) Distributor will pay Supplier a fee of \$1,800,000 due and payable by the issuance to Supplier of 7,200,000 common shares of Distributor at a price of \$0.25 per share. (the “**Consideration**”).
 - (c) All common shares of Distributor issued to Supplier in accordance with the terms of this Agreement will be subject to the standard 3-year escrow provisions set out in National Instrument 46-201 for emerging public companies, with such escrow provisions to apply whether the common shares of the Distributor are listed by way of an initial public offering or through any other transaction, including, but not limited to, a reverse take-over transaction. For this purpose, the Supplier agrees that it will enter into an escrow agreement at the request of the Distributor.

- (d) Distributor will pay applicable GST on the Consideration to the Supplier for the grant of the License under this Agreement. Supplier may elect to pay such amount owing to the Distributor after it has received the applicable tax credit from the appropriate government entity, but in any event, in cash to the Supplier by March 15, 2018.
- (e) On or prior to the Effective Date, Supplier will provide a completed form FIN 490 Certificate of Exemption (or an equivalent form) to Supplier indicating that the grant of the License under this Agreement is exempt from provincial sales tax.

3.2 Prices. Distributor may purchase from the Supplier the Products or any ingredients included in the Products at Wholesale Cost.

ARTICLE 4 SUPPLY OF PRODUCTS AND LABELING

4.1 Certification. Supplier will be responsible for completing all required testing, certification and license of the Products for sale in Canada, in accordance with Applicable Laws.

4.2 Purchase Order. Throughout the Term, Distributor may make purchase order(s) for Products at Wholesale Cost on terms mutually agreeable to the Parties (a "**Purchase Order**").

4.3 Additional Products. Supplier may offer additional products (the "**Additional Products**") at any time during the Term, by providing to Distributor an amended Schedule "A", and the quantity and timing of availability of such Additional Products. Distributor may then order any Additional Products in accordance with the quantity and timing availability at Wholesale Costs.

4.4 Brand Development.

(a) Distributor will develop labeling and branding for the Products for distribution and marketing in the Territory. Distributor shall own the right to all trade names, trademarks created by the Distributor. Distributor shall use commercially reasonable efforts to promote, market, sell, distribute and support the Products.

(b) Supplier may provide to Distributor, at no cost, any available promotional materials developed by Supplier for the Products.

4.5 Labeling.

(a) For Products manufactured directly by the Distributor:

- (i) Distributor is responsible for packing and labelling the Products for shipment and sale.
- (ii) Distributor is responsible for ensuring local labeling requirements are complied with in the countries in which the Products are sold.
- (iii) Any additional costs for local labeling requirements will be borne by Distributor.

(b) For Products purchased at Wholesale Cost by the Distributor from the Supplier:

- (i) Supplier shall include the necessary information for the Distributor to package and label the Products in accordance with Applicable Law (the "**Base Information**").

- (ii) Distributor may request that Supplier provide packaging and labeling, in addition to the Base Information for the products. If Supplier agrees to provide such packaging and labeling, Supplier will charge a fee equal to the Wholesale Cost for such work.

4.6 Audit. Distributor has the right to inspect the Supplier's books and records that are relevant to, or necessary to determine, that the Wholesale Cost charged to it pursuant to this Agreement was appropriate and correct. In the event of a discrepancy where the Wholesale Cost was less than previously communicated by the Supplier to the Distributor, the Supplier will amend the amount being charged or refund the difference, as the case may be, to the Distributor. The Distributor will provide the Supplier with at least 24 hours' notice to the Supplier prior to inspecting the books and records of the Supplier, and the inspection will be during regular business hours of the Supplier.

ARTICLE 5 TERM AND TERMINATION

5.1 Term and Termination. The term this Agreement is one year commencing on the Effective Date (the "**Term**"), unless earlier terminated in accordance with Section 5.2. For the purposes of this Agreement, a "Year" means a calendar year commencing on the Effective Date and every subsequent year thereafter. Thereafter, this Agreement will renew for additional one-year terms (each a "**Renewal Term**") unless and until either party provides written notice to the other party, at least 30 days prior to the expiration of the then current term, of its intention not to renew this Agreement.

5.2 Termination. This Agreement may be terminated prior to the expiry of the Term or Renewal Term upon the mutual agreement of the Parties in writing, providing that the terms and conditions contained in this Agreement will continue in full force and effect, and only after the Initial Order has been executed.

5.3 Payment upon Termination. Notwithstanding any termination of this Agreement, each Party will remain liable to the other for any amounts owing at the date of termination, and will become payable immediately.

5.4 Rights. The exercise of the right of termination pursuant to this Article 5 will be in addition to and not in lieu of any and all other rights or remedies available to such Party under this Agreement or any other rights or remedies such Party may have at law or in equity.

ARTICLE 6 COMPLIANCE WITH LAWS

6.1 General. The Parties will comply with all Applicable Laws in the exercise of its rights and the performance of its obligations under this Agreement. The Parties agree to make any amendments necessary to this Agreement in order to comply with all Applicable Laws.

6.2 Licenses and Permits. The Parties each agree to obtain, maintain, renew, and comply with, in all material respects, with all permits, certificates, licenses, approvals, registrations and authorizations required by it in connection with the conduct of its business under all Applicable Laws.

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 Ownership. The Supplier will own all propriety rights relating to the Products that are produced in Canada including, without limitation, design, copyright, marketing or other

intellectual property rights associated with the Products including their marketing, their labels and other packaging, except for those rights set out at Section 4.3.

7.2 Marketing and Advertising.

- (a) Supplier acknowledges and agrees that all intellectual and industrial property rights including, without limitation, copyrights, patents, trade-mark rights and trade secret rights, logos, insignias, Product descriptions and any other information or identifiers of the Products and the Cannabis Products developed by Supplier for the sale, development and marketing of the Products and the Cannabis Products in Canada (the “**Intellectual Property**”) is, and will remain, the sole and exclusive property of Distributor and Supplier will not, without the written consent of Distributor, use, procure, market, advertise or otherwise utilize such Intellectual Property.
- (b) The Parties agree to support each other’s efforts to promote the Products in a manner agreed to in writing by the Parties.

7.2 Confidentiality.

- (a) Each of the Parties will use reasonable efforts (and, in any event, efforts that are no less than those used to protect its own Confidential Information) to protect from disclosure of the Confidential Information of the other. Each of the Parties will divulge such Confidential Information only to its employees or agents who require access to it for the purposes of this Agreement or as otherwise provided in this Agreement. In any event, the Distributor will only allow access to the Confidential Information of Distributor to those individuals who have first signed an appropriate confidentiality covenant and acknowledgment. This Section will survive the termination of the Agreement.
- (b) If the receiving Party is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of the disclosing Party, the receiving Party will use reasonable efforts to (i) seek confidential treatment for such Confidential Information, and (ii) provide prior notice to the disclosing Party to allow the disclosing Party to seek protective or other court orders.
- (c) In the event of actual or threatened breach of Section 7.2, the non-breaching party will be entitled to immediate and injunctive and other equitable relief, without the necessity of showing actual money damages.

ARTICLE 8 REPRESENTATIONS

8.1 Supplier represents and warrants to Distributor and understands and agrees that its representations were material in inducing Distributor to enter this Agreement:

- (a) The Products will be tested and approved for legal sale within Canada within 2 months of the Effective Date, and in any event prior to the delivery of the Initial Order;
- (b) Supplier will use reasonable best efforts to ensure the Products will be tested and approved for legal sale within the United States within 10 months of the Effective Date;

- (c) Products supplied at Wholesale Cost will comply with all Applicable Laws with regards to safety, packaging and labelling standards and expiration dates.
- (d) The Supplier is the sole and beneficial owner of the Products;
- (e) Supplier is a corporation, duly authorized and validly existing under the laws of British Columbia.
- (f) Supplier will only sell the Products to the Distributer in accordance with Applicable Laws.
- (g) The Products do not contain any illegal substances and do not contain any THC or CBD.
- (e) Supplier has not granted and will not grant any right to any Affiliate or third party which would conflict with the rights granted to the Supplier under this Agreement.
- (f) There are no patents or pending patents applications covering the Products.

ARTICLE 9 INDEMNITY

- 9.1 Subject to the limitations contained in this Agreement, Supplier agrees to indemnify and hold harmless Distributor, and Distributor agrees to indemnify and hold harmless Supplier respectively, from any liabilities, penalties, demands, or claims finally awarded (including the costs, expenses, and reasonable legal fees on account thereof) that may be made by any third party for personal bodily injuries, resulting from the indemnifying party's gross negligence or willful acts or omissions or those of persons furnished by the indemnifying party, its agents, or subcontractors or resulting from use of the Products, and/or Services furnished hereunder. Supplier agrees to defend Distributor, at Distributor's request, and Distributor agrees to defend Supplier, at Supplier's request, against any such liability, claim, or demand. Distributor and Supplier respectively agree to notify the other party promptly of any written claims or demands against the indemnified party for which the indemnifying party is responsible hereunder. The foregoing indemnity will be in addition to any other indemnity obligations of Supplier or Distributor set forth in this Agreement.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- 10.1 No Amendment Except In Writing. This Agreement may be amended only by written instrument executed by both Parties.
- 10.2 Assignment. Neither party may assign its interest in or under this Agreement without the prior written consent of the other Party.
- 10.3 Conflicts. To the extent there is an inconsistency between this Agreement and its Schedules or any other document delivered pursuant to this Agreement and a Purchase Order, the terms and conditions within such Purchase Order will prevail.
- 10.4 Independent Legal Advice. The Supplier acknowledges that this Agreement has been prepared on behalf of the Distributor by legal counsel to the Distributor; that the Distributor's legal counsel does not represent, and is not acting on behalf of the Supplier; and that the Supplier has been advised and provided with an opportunity to consult with the Supplier's own legal counsel with respect to this Agreement.

- 10.5 Further Assurances. From time to time, each Party will, at the reasonable request of the other Party, take all action, do all such acts and execute and deliver all agreements, instruments, documents or other writings desired or required by such other Party in connection with the performance of this Agreement and take all action and execute and deliver all such further agreements, instruments, documents or other writings reasonably desired or required by such other Party so as to fully perform or carry out the terms, intents or purposes of this Agreement.
- 10.6 Invalidity of Provisions. If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired thereby.

- 10.7 Successors and Assigns. This Agreement will be binding upon and will enure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 10.8 Counterpart Execution. This Agreement may be executed in any number of counterparts (including counterparts by email) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Signature page follows.]

IN WITNESS WHEREOF the parties have executed the Agreement as of the date first above written.

JUVE WELLNESS INC.

BY: "Penny Green"
Authorized Signatory

Name: Penny Green
Position: CEO

CANNABIS BIG DATA HOLDINGS INC.

BY: "Rob Anson"
Authorized Signatory

Name: Rob Anson
Position: CEO

Schedule A - Products

Item	Product	Key Ingredients	Intended Uses
1.	Deodorant	Shae butter, hemp oil, cacao butter, bees wax, emulsifying wax and coconut oil	Personal hygiene
2.	Face Mist (3 types – Vitalize, Balance, Align)	See Know-how	Heal and balance skin
3.	Cream and Moisturizer (3 types – Vitalize, Balance, Align)	See Know-how	Heal and balance skin
4.	Facial Mask (3 types – Vitalize, Balance, Align)	See Know-how	Heal and balance skin
5.	Massage Oils (3 types – Vitalize, Balance, Align)	Combination of essential oils	Release stress, toxins, and tension accumulated in the body. The massage oils are natural stimulators to promote health and rejuvenation.
6.	Bath Bombs (3 types – Vitalize, Balance, Align)	Bath salts, essential oils, floral petals	Relaxation
7.	Soaps (3 types – Vitalize, Balance, Align)	Combination of essential oils	Personal hygiene
8.	Lip Balm	Hemp oil, coconut oil, castor oil, and bees wax	Moisturizes lips
9.	Lip Gloss	Camelia oil, hemp oil, jojoba oil and avocado oil	Moisturizes lips

Schedule B – Whole Cost Markup: Payment Schedule

1. 25% for orders up to \$200,000 (before taxes);
2. 20% for orders between \$200,000 and \$500,000;
3. 15% for orders between \$500,000 and \$1,000,000;
4. 10% for orders over \$1,000,000;

plus any applicable taxes;

or as otherwise agreed to by both parties on a given Purchase Order.

Schedule C – Know-how

(Please see attached)

REDACTED FOR CONFIDENTIALITY