

**THIS VOLUNTARY POOLING AGREEMENT** is made as of the 12 day of April, 2018

**BETWEEN:**

**CANNAONE TECHNOLOGIES INC.**

Suite 413 – 375 Water Street, Vancouver, British Columbia V6S 5C6

(the "Issuer")

**AND:**

**W.L. MACDONALD LAW CORPORATION**

Suite 409 – 221 W. Esplanade, North Vancouver, British Columbia V7M 3J3

(the "Pooling Agent")

**AND: EACH OF THE UNDERSIGNED SECURITY HOLDERS OF THE ISSUER who are set out in Schedule A to this Agreement**

**WHEREAS:**

- A. the Security Holders have agreed to voluntarily deposit the Securities (hereinafter defined) into pool pursuant to the terms of this Agreement; and
- B. the Pooling Agent has agreed to hold such securities in accordance with the terms of this Agreement;

**NOW THEREFORE**, in consideration for the mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the parties agree as follows:

**1. Interpretation**

In this Agreement:

- (i) "Acknowledgement" means an acknowledgement and agreement to be bound in the form prescribed by the Issuer;
- (ii) "Business Day" means a day, other than a Saturday or Sunday, on which banks are open for general banking business in Vancouver, British Columbia;
- (iii) "Exchange" means the Canadian Securities Exchange;
- (iv) "Final Release Date" means 12 months after the Listing Date;
- (v) "Issuer's Certificate" means a certificate signed by the Issuer's president, corporate secretary, chief executive officer or chief financial officer;
- (vi) "Listing Date" means the date the common shares of the Issuer are listed for trading on the Exchange;
- (vii) "Release Date" means each release date at which time a portion of the Securities subject to this Agreement shall be released from the provisions hereof, pursuant to Section 8.1 hereof;

- (viii) "Securities" means, in relation to a Security Holder, those common shares and warrants of the Issuer held by the Security Holder that are subject to this Agreement; and
- (ix) "Security Holder" means a holder of securities of the Issuer who executes this Agreement or an Acknowledgement.

## **2. Deposit of Securities in Pool**

Each Security Holder agrees to deposit with the Pooling Agent, not later than the Listing Date, to be held in pool under this Agreement, certificates representing the number of Securities described in Schedule "A" to this Agreement.

## **3. Direction to Pooling Agent**

The Issuer and each Security Holder direct the Pooling Agent to retain the Securities in pool and the Pooling Agent agrees to retain the Securities in pool pursuant to the terms of this Agreement.

## **4. Restrictions on Dealing with Securities**

### ***4.1. Dealings with Securities In Pool***

During the term of this Agreement, no Securities and no interest in, control or direction over or certificate evidencing Securities shall, directly or indirectly, be sold, assigned, transferred, redeemed, surrendered for consideration, mortgaged, hypothecated, charged, pledged, or encumbered or otherwise dealt with in any manner.

### ***4.2. Indirect Dealings with Securities in Pool***

Except as expressly permitted by the written approval of all of the parties to this Agreement, a Security Holder that is not an individual shall not issue securities of its own issue or effect or permit a transfer of ownership of securities of its own issue that would have the effect of changing the beneficial ownership of, or control or direction over, the Securities.

## **5. Voting of Securities in Pool**

Subject to any restrictions set forth in this Agreement, a Security Holder may exercise voting rights attaching to the Securities.

## **6. Dividends and Distributions on Securities in Pool**

- 6.1. Subject to any specific restrictions found in this Agreement, the pooling arrangement hereunder will not impair any right of a Security Holder to receive a dividend or other distribution on the Securities or to elect the form and manner in which the dividend or other distribution on the Securities is paid.
- 6.2. If, during the period in which any of the Securities are retained in pool pursuant to this Agreement, any dividend or other distribution is received by the Pooling Agent in respect of Securities, the Pooling Agent shall forthwith transfer such dividend or distribution to the Security Holder entitled thereto.
- 6.3. This Agreement continues in the event of adjustment of the number or class of pooled Securities, including subdivision or consolidation of the common shares of the Issuer.

## **7. Permitted Transfers Within Pool**

### **7.1. Transfers to Directors and Senior Officers**

The Securities may be transferred within pool by a Security Holder to an individual who is, at the time of transfer, a current director or senior officer of the Issuer or of a subsidiary of the Issuer, provided that:

- (a) the Pooling Agent first receives:
  - (i) an Issuer's Certificate stating that the transfer is to a director or senior officer of the Issuer or of a subsidiary of the Issuer in accordance with the terms of this Agreement;
  - (ii) a stock power of attorney, duly executed by the transferor with signature guaranteed, meeting the requirements of the Issuer's registrar and transfer agent; and
  - (iii) an Acknowledgement signed by the transferee or an amended Agreement reflecting the transfer.

### **7.2. Transfer Upon Bankruptcy**

In the event of bankruptcy of a Security Holder, the Securities of the Security Holder may be transferred within pool to the trustee in bankruptcy or other person legally entitled to such Securities, provided that the Pooling Agent first receives:

- (a) a certified copy of either:
  - (i) the assignment in bankruptcy of the Security Holder filed with the Superintendent of Bankruptcy; or
  - (ii) the receiving order adjudging the Security Holder bankrupt;
- (b) a certified copy of a certificate of appointment of the trustee in bankruptcy;
- (c) a stock power of attorney, duly executed by the transferor with signature guaranteed, meeting the requirements of the Issuer's registrar and transfer agent; and
- (d) an Acknowledgement signed by the trustee in bankruptcy or other person legally entitled to the Securities or an amended Agreement reflecting the transfer.

### **7.3. Transfer to Certain Plans**

Securities may be transferred within pool by a Security Holder to a registered retirement savings plan ("RRSP") or registered retirement income fund ("RRIF") or subsequently between RRSPs or from a RRSP to a RRIF, provided that (a) the Security Holder provides written notice to the Pooling Agent of the intent to transfer as of a specified date, such notice being provided at least two business days prior to the proposed transfer, and (b) the Pooling Agent first receives:

- (i) evidence from the trustee of the RRSP or RRIF, as applicable, stating that, to the best of the trustee's knowledge, the Security Holder is, during the Security Holder's lifetime, the sole beneficiary of the RRSP or RRIF;
- (ii) a stock power of attorney, duly executed by the transferor with signature guaranteed, meeting the requirements of the Issuer's registrar and transfer agent; and

- (iii) an Acknowledgement signed by the trustee of the RRSP or RRIF, as applicable, or an amended Agreement reflecting the transfer.

**7.4. *Effect of Transfer Within Pool***

Upon completion of a transfer of Securities pursuant to this section 7, the transferee will be a Security Holder and the Securities transferred will remain in pool, to be held in and released from pool on the same terms and conditions as were applicable prior to the transfer.

**8. Release of Certificates Representing Securities**

**8.1.** The Securities shall be released as follows:

On the Listing Date	1/5 of the Securities
3 months after the Listing Date	1/5 of the Securities
6 months after the Listing Date	1/5 of the Securities
9 months after the Listing Date	1/5 of the Securities
12 months after the Listing Date (the "Final Release Date")	the remaining Securities

**8.2. *Delivery of Certificates to Security Holder***

The Pooling Agent will, as soon as reasonably practicable after the applicable Release Date set forth in Section 8.1 above, release to or at the direction of the Security Holder, certificates evidencing the applicable Securities released from pool.

**8.3. *Replacement Securities***

Where the relevant certificate held by the Pooling Agent evidences a combination of Securities which have been released from pool on the applicable Release Date and the Securities that are to remain in pool, the Pooling Agent, as soon as reasonably practicable after the applicable Release Date, shall deliver such certificates to the Issuer's transfer agent, together with a request that separate replacement certificates be prepared and delivered to the Pooling Agent. As soon as reasonably practicable after the receipt by the Pooling Agent of the replacement certificates, the Pooling Agent shall release, to or at the direction of the Security Holder, the replacement certificates evidencing Securities released from pool on the applicable Release Date.

**9. Release upon Death**

Upon the death of a Security Holder, the Securities of that Security Holder shall be released from pool and the Pooling Agent shall release all certificates evidencing such Securities to the legal representative of the deceased Security Holder, provided that the Pooling Agent first receives:

- (a) a certified copy of the death certificate; and
- (b) such evidence of the legal representative's status that the Pooling Agent may reasonably require.

## 10. **Take-Over Bid or Other Transaction**

### 1. ***Deliveries to Pooling Agent***

A Security Holder who wishes to tender the Securities (the "Tendered Securities") to a Combination Transaction shall deliver to the Pooling Agent:

- a. a written direction signed by the Security Holder (a "Direction") that directs the Pooling Agent to deliver to a specified person (the "Depository") either:
  - i. certificates evidencing the Tendered Securities; or
  - ii. where the Security Holder has provided the Pooling Agent with a notice of guaranteed delivery or similar notice of the Security Holder's intent to tender the Tendered Securities to the Combination Transaction, that notice;
- b. a letter of transmittal or similar document;
- c. where required, stock power of attorney duly executed by the transferor with signature guaranteed, meeting the requirements of the Issuer's registrar and transfer agent;
- d. any other documentation required to be delivered to the Depository under the terms of the Combination Transaction; and
- e. such other information concerning or evidence of the Combination Transaction that the Pooling Agent may reasonably require.

### 2. ***Deliveries to Depository***

Forthwith after its receipt of the information and documentation specified in subsection 10.1, the Pooling Agent shall deliver to the Depository, in accordance with the Direction, the documentation specified or provided under clause 10.1(a), together with a letter addressed to the Depository that:

- (a) identifies the Tendered Securities;
- (b) states that the Tendered Securities are held in pool;
- (c) states that the Tendered Securities are delivered only for the purposes of the Combination Transaction and that the Tendered Securities will be released from pool only upon receipt by the Pooling Agent of the information and documentation described in subsection 10.3; and
- (d) where certificates for the Securities have been delivered to the Depository, requires the Depository to return to the Pooling Agent, as soon as practicable, the certificates evidencing the Securities that are not releasable from pool as described in clause (c) above.

### 3. ***Release of Securities***

Tendered Securities shall be released from pool under this section provided that the Pooling Agent first receives a declaration signed by the Depository or, if the Direction identifies the Depository as acting on behalf of another person in respect of the Combination Transaction, by that other person, stating that:

- (a) the terms and conditions of the Combination Transaction have been met; and

- (b) the Tendered Securities have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the Combination Transaction.

#### **11. Pooling Agent has no Responsibility after Release**

The Pooling Agent shall have no further responsibility for Securities that have been released to or at the direction of the Security Holder in accordance with the terms of this Agreement.

#### **12. Release, Undertaking not to Commence a Claim, and Indemnity**

12.1. In this section:

- (a) "Act or Omission" means any good-faith act or omission that is in any way connected with this Agreement, and includes:
  - (i) the performance, non-performance, of duties under this Agreement;
  - (ii) the exercise of discretion, and failure to exercise discretion, in connection with this Agreement;
  - (iii) the interpretation of this Agreement, or of any law, policy (including applicable Exchange policies), rule, regulation or order; and
  - (iv) the enforcement of, and failure to enforce, this Agreement.

12.2. The Security Holders and the Issuer, jointly and severally:

- (a) release, indemnify and save harmless the Pooling Agent from all costs (including legal costs), charges, claims, demands, damages, losses and expenses incurred by the Pooling Agent resulting from the Pooling Agent's performance in good faith, of its duties under this Agreement;
- (b) agree not to make or bring a claim or demand, or commence any action, against the Pooling Agent in respect of its performance in good faith of its duties under this Agreement; and
- (c) agree to indemnify and save harmless the Pooling Agent from all costs (including legal costs) and damages that the Pooling Agent incurs or is required by law to pay as a result of any person's claim, demand, or action in connection with the Pooling Agent's good faith performance of the Pooling Agent's duties under this Agreement.

#### **13. Responsibility for Furnishing Information**

The Pooling Agent shall bear no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of, any information or documentation that must be received by the Pooling Agent as a condition under this Agreement to a release of the Securities within pool.

#### **14. Resignation or Termination of Pooling Agent**

1. The Pooling Agent may resign by providing written notice of resignation to the Issuer.
2. The Issuer may terminate the services of the Pooling Agent under this Agreement by providing written notice of termination to the parties to this Agreement.
3. The resignation or termination of the Pooling Agent shall be effective, and the Pooling Agent shall cease to be bound by this Agreement:

- (a) 60 days after the date of receipt by the Pooling Agent or Issuer, as applicable, of a notice referred to in subsections 13.2 or 13.3; or
- (b) upon such date as may be mutually agreed to by the Pooling Agent and the Issuer; provided that the resignation or termination date must not be less than 10 Business Days before a Release Date.

4. If the Pooling Agent resigns or is terminated, the Issuer shall be responsible for ensuring that the Pooling Agent is replaced not later than the resignation or termination date.

5. The Issuer's appointment of a replacement pooling agent shall be binding on the Issuer and the Security Holders.

## **15. Notices**

1. Documents delivered to a party's address for notice shall be considered to have been received on the next business day following the date of transmission, if delivered by fax or date of delivery.

2. The address for notice:

(a) of the Pooling Agent is Suite 409 – 221 W. Esplanade, North Vancouver, British Columbia V7M 3J3, Attention: William Macdonald, Fax: (604) 973-0280;

(b) of the Issuer is Suite 413 – 375 Water Street, Vancouver, British Columbia V6S 5C6, Attention: Solomon Riby-Williams, Fax: ♦;

(c) of a Security Holder is that which is recorded in Schedule A.

3. A party may change its address for notice by giving written notice to the other parties in accordance with this section.

## **16. Time**

Time is of the essence of this Agreement.

## **17. Governing Laws**

This Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

## **18. Language**

Singular expressions used in this Agreement shall be deemed to include the plural, and plural expressions the singular, where required by the context.

## **19. Enurement**

This Agreement will enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, successors and permitted assigns.

## **20. Entire Agreement**

This Agreement, including the schedules attached hereto, constitute the entire understanding between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties and there are no warranties, representations or other agreements between the parties in connection with this Agreement, except as specifically set forth herein.

## **21. Termination, Amendment and Waiver of Agreement**

21.1. Subject to subsection 20.3, this Agreement shall only terminate:

- (a) with respect to all parties:
  - (i) as specifically provided in this Agreement;
  - (ii) subject to subsection 20.2, upon the agreement of all parties; or
  - (iii) when the Securities of all Security Holders have been released the provisions of this Agreement; and
- (b) with respect to a party:
  - (i) as specifically provided in this Agreement; or
  - (ii) if the party is a Security Holder, when all of the Security Holder's Securities have been released from pool pursuant to this Agreement.

21.2. An agreement to terminate this Agreement pursuant to 20.1(a)(ii) shall not be effective unless and until the agreement to terminate is in writing signed by all parties.

21.3. Notwithstanding any other provision in this Agreement, the obligations set forth in section 11 shall survive the termination of this Agreement.

21.4. No amendment or waiver of this Agreement or any part of this Agreement shall be effective unless the amendment or waiver is in writing signed by all parties.

21.5. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether similar or not), nor shall any waiver constitute a continuing waiver, unless expressly provided.

## **22. Severance of Illegal Provision**

Any provision or part of a provision in this Agreement determined by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be deemed stricken to the extent necessary to eliminate any invalidity, illegality or unenforceability, and the rest of the Agreement and all other provisions and parts thereof shall remain in full force and effect and be binding upon the parties hereto as though the said illegal and/or unenforceable provision or part thereof had never been included in this Agreement.

## **23. Further Assurances**

The parties will execute and deliver any further documents and perform any further acts necessary to carry out the intent of this Agreement.



**24. Remuneration of Pooling Agent**

The Issuer shall pay the Pooling Agent reasonable remuneration for services provided by the Pooling Agent under this Agreement and shall reimburse all reasonable disbursements incurred by the Pooling Agent in providing services hereunder.

**25. Counterparts**

This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one agreement. This Agreement may be delivered by fax.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date set out above notwithstanding its actual date of execution.

**CANNAONE TECHNOLOGIES INC.**

by its authorized signatory:



**W.L. MACDONALD LAW CORPORATION**



William Macdonald

This Agreement was signed by )  
♦ in the presence of: )

*PLA*

Name )

3118 Fairmount Road, North Vancouver V7R2W6 )

Address )

*Alan L. Wilson*

This Agreement was signed by )  
♦ in the presence of: )

*Fannie Jutras*

Name )

1680 Bayshore Dr. Vancouver, BC V6G 3H6 )

Address )

*Alan L. Wilson*

This Agreement was signed by )  
♦ in the presence of: )

*A McDonald*

Name )

206-1549 Kitchener Street, Vancouver, BC, )  
V5L 2V8 )

Address )

*Alan L. Wilson*

**SCHEDULE A****Security Holder**

Name: 0714556 BC Limited

Address for Notice: 3118 Fairmount Road, North Vancouver V7R2W6

**Securities Held:**

<b>Class and Type</b>	<b>Number</b>	<b>Certificate(s) (if applicable)</b>
Common Shares		
Warrants	<b>1,800,000</b>	

**Security Holder**

Name: Fannie Mao Guterres

Address for Notice: 1680 Bayshore Dr. Vancouver, BC V6G 3H6

**Securities Held:**

<b>Class and Type</b>	<b>Number</b>	<b>Certificate(s) (if applicable)</b>
Common Shares		
Warrants	<b>1,800,000</b>	

**Security Holder**

Name: Agnes McDonald

Address for Notice: 206-1549 Kitchener Street, Vancouver, BC, V5L 2V8

**Securities Held:**

<b>Class and Type</b>	<b>Number</b>	<b>Certificate(s) (if applicable)</b>
Common Shares		
Warrants	<b>1,400,000</b>	

