

CANNAONE TECHNOLOGIES INC.
(the "Company")

RELATED PARTY UNDERSTANDING



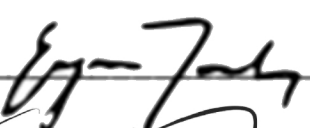

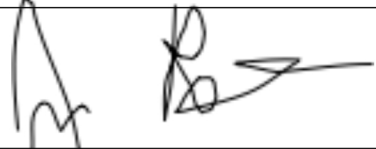
The undersigned, each being a "Related Party" of the Company hereby consents to and adopts the following agreement and understanding as of the 31st day of August, 2018.

WHEREAS:

- A. The Company has entered into term sheets (the "**Term Sheets**") with the 6 related parties signing below (collectively "the **Founders**") pursuant to which each of the Founders has accrued monthly compensation (the "**Compensation**") for their services to the Company to date, and will continue to accrue such compensation going forward, subject to their continued contribution and commitment to the Company, and to the terms and conditions of the Term Sheets ;
- B. As was detailed in each of the individual Term Sheets, dated October 28, 2016, each of the parties agreed at that time that their Compensation would continue to accrue until such time in the future that the Company was in a position to make payable such outstanding accrual amounts;

As at the date of this understanding, the Related Parties, HAVE RESOLVED TO CONFIRM:

- 1) CONTINUANCE OF AND FUTURE RE-PAYMENT OF ACCRUALS:
 - a) The Related Parties herein agree to continue to accrue said Compensation until April 30, 2020, without the need for any further discussion or re-negotiation on this matter. Should the Company be in a position prior to this date to re-pay such accruals then it may do so in its sole discretion.
 - b) It is further agreed that re-payment of Compensation accrued before and/or as at April 30, 2020 may, at the discretion of the Company and in full settlement of the Compensation then outstanding, be made either in cash or by the issuance of common shares in the capital stock of the Company or by a combination thereof (cash and common shares). If using common shares as payment for the settlement of the outstanding accrual amounts, such share conversion price will be based on a 20% discount to the then prevailing market price at that time, (if trading then based on a 5 day VWAP from the 5 trading days prior to conversion), the whole subject to the policies of any stock exchange to which the Company may be bound from time to time. In addition, all Founders shall receive payment for accrued Compensation on a pro-rata, pari passu basis, and no Founder shall receive preferential treatment with respect to the method of payment of their respective accrued Compensation.

<i>RELATED PARTY NAMES</i>	<i>SIGNATURES</i>
Dominic Stann	
Carlos Plaschinski	
Erynn Tomlinson	
Scott Williamson	
James Petry	

An electronic facsimile transmission hereof signed by the person named above will be sufficient to establish the signature of that person and to constitute the agreement in writing of that person to the foregoing understanding and notwithstanding the date of execution, shall be deemed to be executed as of the date set forth above.

CANNAONE TECHNOLOGIES INC.


Per:
SOLOMON ODARTEY RIBY-WILLIAMS
PRESIDENT AND CEO