

**SERVICES AGREEMENT**

This Services Agreement (the “**Agreement**”), having effect as and from May 1, 2019 (the “**Effective Date**”) is made BETWEEN:

**BEVCANNA ENTERPRISES INC.**, a British Columbia corporation having a principal place of business at 200 - 1672 West 2nd Avenue, Vancouver, B.C. V6J 1H4

(the “**Company**”)

AND:

**DOSSIER CREATIVE INC.**, a corporation having a principal place of business at #402 611 Alexander St , Vancouver B.C. V6A 1E1

(the “**Contractor**”)

AND:

**[Redacted text relates to personal information]**, an individual having an office at #402 611 Alexander St , Vancouver B.C. V6A 1E1

(the “**Principal**”)

**WHEREAS:**

- A. Company is the business of developing and manufacturing cannabis infused beverages (the “**Business**”).
- B. Contractor has experience and skill in areas of use and interest to Company, specifically in the area of marketing and branding.

**NOW THEREFORE IN CONSIDERATION** of the mutual promises contained in this Agreement, the parties agree as follows:

**1. SERVICES PROVISION**

1.1 Subject to the terms and conditions contained herein, on and following the Effective Date, Contractor and Principal shall provide to Company the services described in Schedule A to this Agreement (collectively, the “**Services**”).

1.2 The Services performed by Contractor and Principal shall be provided at the location and in accordance with the schedules and requirements, described in Schedule A and as may otherwise be agreed by Contractor, Principal and Company from time-to-time. The Principal shall provide the Services specified in Schedule A, unless otherwise agreed to in writing to by Company.

1.3 Contractor shall regularly inform Company of all matters concerning the Services during the Term (as defined below), and shall otherwise apprise Company of all matters concerning the Services upon request.

1.4 During the Term, Contractor shall:

- (a) well and faithfully serve Company, and be reasonably available to perform the Services;

- (b) abide by the deadlines, time constraints, guidelines and other restrictions communicated to him by Company and agreed upon between him and Company;
- (c) refrain from acting in any manner contrary to the interest of Company; and
- (d) conduct its activities hereunder in accordance with all applicable laws.

1.5 Company agrees to provide Contractor with reasonable access to its personnel, systems, information, works, resources and facilities to the extent reasonably required by Contractor to perform the Services. Where Company has an existing contractual relationship with a third party offering products and services similar to those of Company and such third parties are in need of services similar to the Services, Company shall use commercially reasonable efforts to refer such third parties to Contractor.

**2. REMUNERATION AND EXPENSES**

2.1 In exchange for the Services, Company shall pay to Contractor as specified in Schedule B (the “**Service Fee**”). In connection with the payment of the Service Fee, the Contractor

shall complete, execute and deliver to the Company the appendices attached hereto as Appendix 1 to Schedule B and Appendix 2 to Schedule B on or prior to the Effective Date. The Contractor acknowledges and agrees that the Company will not be obligated to pay any part of the Service Fee unless the Contractor has provided all of such documents to the Company.

2.2 Contractor shall invoice Company for component of the Service Fee on the first day of each month during the Term at the address set out above. Such invoice shall show the Service Fee amount payable, and must include a log of the numbers of hours and days upon which Services were performed, along with a brief description of the nature of the Services performed in each case. Together with each such invoice, Contractor shall also deliver to Company, an executed copy of the assignment attached hereto as Schedule C.

2.3 Contractor shall be responsible for all costs associated with the performance of the Services, except that Company shall reimburse Contractor for any actual out-of-pocket expenses incurred by Contractor on Company's behalf that Company has expressly pre-approved in writing. Contractor agrees to promptly forward to Company all invoices for pre-approved expenses incurred by Contractor, and Company shall reimburse Contractor for such expenses following presentation of an invoice with attached receipts.

2.4 Except as otherwise agreed in writing between the parties, Contractor is responsible to provide and maintain all computers, software and other equipment and supplies required for the provision of the Services. Any software or equipment supplied by Company in connection with the performance of the Services is and shall remain the property of Company and Contractor agrees to cease use of and return the same to Company upon termination of this Agreement. This provision shall survive any termination of this Agreement.

2.5 Neither Principal nor Contractor shall be entitled to any compensation or benefits or any other amounts or consideration from Company under this Agreement or otherwise as a result of the Services, except, for greater clarity, in connection with that certain management services agreement dated May 1, 2019 by and among the Company, Axle Creative Design Ventures Incorporated, and the Principal. All amounts paid by Company to Contractor hereunder are inclusive of all taxes.

### 3. TERM AND TERMINATION

3.1 Subject to Section 3.2, the term of this Agreement will commence on Effective Date and will continue for twelve (12) months (the "Initial Term") and will automatically renew for two (2) one (1) year terms (each, a "Renewal Term"). The "Term" is the period from the Effective Date through until the earlier of the expiration of this Agreement (as provided in the balance of this section) and the termination of this Agreement (as provided in Section 3.1). At the end of the Initial Term or Renewal Term, as the case may be, the Agreement will not automatically renew if either Contractor or Company provides written notice to the other at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as the case may be, of its desire not to renew the Agreement. .

3.2 Notwithstanding 3.1, this Agreement may be terminated:

- (a) at any time by Company, by giving at least 90 days' notice in writing to Contractor; or
- (b) at any time by Company, if Contractor breaches any term of this Agreement (including without limitation if Contractor fails to perform the Services as set out in this Agreement), provided that Company has given written notice to Contractor setting out the relevant circumstances of the alleged breach and stating an intention to terminate the Agreement. Contractor shall have 30 days from the time such notice is given to respond to, and cure (if such alleged breach is curable), such alleged breach.

If this Agreement is terminated in accordance with Section 3.2(a) above, the parties shall discuss what Services, if any, shall be delivered during the termination notice period, and the parties agree that:

- (c) Contractor shall not be responsible to provide Services during such period that he did not expressly agree to provide, in advance and in writing; and;
- (d) Company shall not be responsible for Service Fees pertaining to Services provided during such period that it did not expressly approve, in advance in writing.

3.3 At the end of the Term, Contractor shall promptly deliver the following in accordance with the directions of Company:

- (a) a final accounting reflecting the balance of pre-approved expenses incurred on behalf of Company as of the date of termination;
- (b) all Works (as defined below);
- (c) all Company property, including but not limited to Confidential Information (as defined below) in Contractor's possession or control; and
- (d) an executed copy of the assignment attached hereto as Schedule C.

### 4. CONFIDENTIALITY, NON-SOLICITATION, AND OWNERSHIP OF PROPERTY

4.1 In this Agreement, "Confidential Information" means information, whether or not created by or originating with Contractor or Principal, that relates to the business or affairs of Company, its affiliates, customers, clients or suppliers and is confidential or proprietary to, about or created by Company, its affiliates, customers, clients, or suppliers. Confidential Information includes, but is not limited to, the following types of confidential information and other proprietary information of a similar nature (whether or not reduced to writing or designated or marked as confidential):

- (a) information relating to research or data that has not been publically disclosed, including but not limited to, production data, technical data, test data and test

results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing, exploiting and licensing proprietary rights;

- (b) all guides, outlines, software programs and routines (whether complete or incomplete, and regardless of form), wireframes, charts, diagrams, designs, requirements, specifications, file layouts, source code listings, manuals, plans, documentation and other Works (as defined below);
- (c) information relating to internal Company personnel, including personal information about such personnel, financial information, vendor names and other vendor information, purchasing and internal cost information, internal services and operational manuals, and the manner and method of conducting Company's business; and
- (d) marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, current and prospective client lists, and future plans and potential strategies of Company that have been or are being discussed.

Notwithstanding the foregoing, Confidential Information does not include information that:

- (e) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement;
- (f) is or becomes available to Contractor or Principal on a non-confidential basis from a source other than Company, unless Contractor or Principal know or should reasonably know that such source is prohibited from disclosing the information to Contractor or Principal by a contractual, fiduciary or other legal obligation to Company; or
- (g) was known to Contractor or Principal on a non-confidential basis prior to its disclosure to Contractor or Principal by Company.

4.2 Contractor and Principal acknowledge that the Confidential Information is a valuable and unique asset of Company and that the Confidential Information is and shall remain the exclusive property of Company. Contractor and Principal agree to maintain securely and hold in strict confidence all Confidential Information received, acquired or developed by Contractor and Principal, or disclosed to Contractor and Principal as a result of or in connection with the Services. Contractor and Principal agree that, both during and after the Term, it shall not, directly or indirectly, divulge, communicate, use, copy or disclose to any person or permit others to use, copy or disclose, any Confidential Information, except as such disclosure or use is required to perform the Services hereunder or as may be consented to by prior written authorization of Company.

4.3 Nothing in this Agreement shall preclude Contractor and Principal from disclosing Confidential Information if such disclosure is required to be made by any applicable law or regulation or by an order of a competent judicial, legislative or regulatory body or authority, provided that such disclosure is made only to the extent of the requirement. If Contractor or Principal is required to make such disclosure then, subject to applicable laws:

- (a) before the disclosure is made, Contractor or Principal shall notify Company of the requirement to make such disclosure (and the extent of the requirement), so that Company may seek an appropriate protective order or take any other action it deems necessary to preserve the confidentiality of the Confidential Information;
- (b) Contractor and Principal shall refrain from opposing, and shall cooperate in the prosecution of, any action by Company to obtain a protective order or other remedy or assurance; and
- (c) Contractor and Principal shall take all reasonable steps (after consultation with Company and at Company's request and expense) to preserve the confidential nature of the Confidential Information.

4.4 Notwithstanding Section 4.1, Contractor and Principal understand that Company has from time to time in its possession information belonging to third parties or which is claimed by third parties to be confidential or proprietary, and which Company has agreed to keep confidential. Contractor and Principal agree that all such information shall be Confidential Information for the purposes of this Agreement.

4.5 Contractor and Principal each represent and warrant that Contractor and Principal have not used or relied upon and shall not use or rely upon, while performing the Services, any materials or documents belonging to third parties that Contractor or Principal is under a duty not to disclose. Contractor and Principal understand and agree that, while performing the Services, they shall not breach any obligation or confidence or duty it (or he) may have to any third parties, including former clients, other employers or former employers.

4.6 In this Agreement:

- (a) **"Intellectual Property Rights"** means any and all legal protection recognized by the law (whether by statute, common law or otherwise, in Canada and all other countries world-wide) in respect of the Works (as defined below) and Confidential Information, including trade secret and confidential information protection, patents, copyright and copyright registration, industrial design registration, trade dress and trade-marks and trade-mark registrations and other registrations or grants of rights analogous thereto;
- (b) **"Works"** includes all designs, branding, logos, marketing concepts, methods, processes, discoveries, designs, ideas, works, creations, developments, algorithms, drawings, inventions, compilations of information, analysis, experiments, data, reports, know-how,

techniques, products, samples, tools, machines, software and all documentation therefore, flowcharts, specifications and source code listings, whether patentable or not, including any modifications or improvements thereto that: (1) are conceived, developed, created, generated or reduced to practice by Contractor or Principal (whether alone or with others in or outside Company) as a result of the performance of Services for Company, provided that where multiple options are presented by Contractor, Works shall be limited to those Works selected by Company; or, (2) result from the Services provided to Company; or (3) result from the use of the premises and property (including equipment, supplies or Confidential Information) owned, licensed or leased by Company;

- (c) **“Pre-existing Works”** means all inventions, methods, processes, discoveries, designs, ideas, works, creations, developments, algorithms, drawings, compilations of information, analysis, experiments, data, reports, know-how, techniques, products, samples, tools, machines, software and all documentation therefore, flowcharts, specifications and source code listings, whether patentable or not, including without limitation any modifications or improvements thereto which Contractor or Principal owned and developed prior to the Effective Date and which such pre-existing knowledge and ownership thereof can be demonstrated by Contractor or Principal, whether through documentation or otherwise; and
- (d) **“3P Works”** means all inventions, methods, processes, discoveries, designs, ideas, works, creations, developments, algorithms, drawings, compilations of information, analysis, experiments, data, reports, know-how, techniques, products, samples, tools, machines, software and all documentation therefore, flowcharts, specifications and source code listings, whether patentable or not, including without limitation any modifications or improvements thereto which are owned by a person other than Contractor.

4.7 During the Term, Contractor shall disclose all Works promptly and fully to Company. Contractor shall maintain at all times adequate and current records relating to the Works, which records shall be and remain the property of Company.

4.8 Notwithstanding anything else contained herein, Company shall have sole and exclusive right, title and interest, world-wide, in and to all Works and Intellectual Property Rights, which right, title and interest shall continue after termination of this Agreement. Accordingly, Contractor and Principal hereby assign, and in the case of Works created after the date of the Effective Date, agree to assign to Company, without the need for any further remuneration or consideration, all right, title and interest in and to the Works and Intellectual Property Rights. Company grants Contractor a limited, non-exclusive, and non-transferable license to display the Works in as part of its portfolio of completed works, for industry competitions and for promotional purposes.

4.9 Principal hereby waives (and in the case of Works created after the Effective Date, agrees to waive) all moral rights arising under the *Copyright Act* (Canada) and any rights to similar effect in any country or at common law (**“Moral Rights”**) that Principal may have arising out of the delivery of the Services or otherwise in respect of the Works or Pre-Existing Works, and acknowledges that such waiver may be invoked by any person authorized by Company. Contractor and Principal each hereby represent and warrant that they hold valid and enforceable waivers of all Moral Rights in Pre-Existing Works, to the extent Works include Pre-Existing Works), that:

- (a) permit Company to, in its sole discretion, assign the benefit of such waiver of Moral Rights; and
- (b) permit any person authorized by Company to use and/or modify the Works.

Contractor agrees to obtain waivers of Moral Rights from all other employees or agents of Contractor that may contribute to the Works and will ensure that such waivers may be invoked by any person authorized by Company to use the Works.

4.10 Aside from Moral Rights, if Contractor or Principal have any Intellectual Property Rights that cannot be assigned to Company, Contractor and Principal each hereby unconditionally and irrevocably grant to Company an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free licence with rights to sub-licence to all such rights for the full duration of such rights and any renewals or extensions thereof. Further, aside from Moral Rights, if Contractor or Principal have any Intellectual Property Rights that cannot be so assigned or licensed, Contractor and Principal each hereby unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind against Company, its licensees, successors and assigns with respect to such rights. Contractor agrees, at Company's request and expense, to consent to and join in any action by Company to enforce such rights.

4.11 In delivering the Services, if Contractor or Principal wish to use, integrate, or otherwise rely on any Pre-Existing Works, Contractor or Principal shall first (a) compile a list of all such Pre-existing Works to be so used, integrated, or otherwise relied upon; and (b) obtain the express written consent of Company for the use of such Pre-existing Works in the delivery of the Services (including the creation of Works). Provided Company provides such consent, (c) Contractor and Principal may use, integrate, or otherwise rely on any such Pre-existing Works in the manner and to the extent consented to by Company; and (d) Contractor and Principal each grant to Company a perpetual, irrevocable, royalty-free, sub-licensable, non-exclusive, transferable, worldwide license to all of Contractor's and Principal's Pre-existing Works to the extent required for Company's use, modification or other exercise of its rights in the Works, whether in whole or in part. This provision shall survive any termination of this Agreement.

4.12 In delivering the Services, if Contractor or Principal wish to use, integrate, or otherwise rely on any 3P Works, Contractor or Principal shall first (a) compile a list of all such 3P Works to be so used, integrated, or otherwise relied upon, together with the license terms applicable thereto; and (b) obtain the express

written consent of Company for the use of such 3P Works in the delivery of the Services. Provided Company provides such consent, Contractor and Principal may use, integrate, or otherwise rely on any 3P Works in delivering the Services, in the manner and to the extent consented to by the Company.

4.13 Contractor and Principal shall execute and deliver to Company whenever requested by Company, any and all further documents and assurances that Company may deem necessary or expedient to effect the purposes and intent of the assignment set out herein. If Contractor or Principal refuse or fail to execute any further documents and assurances whenever requested by Company, this Agreement shall form a power of attorney granting to Company the right to execute and deliver on Contractor's and Principal's behalf (as the case may be), all such further documents and assurances that Company may deem necessary or expedient to effect the purposes and intent of the assignments and waivers set out herein on Contractor's and Principal's behalf.

4.14 All documents, records, work papers, notes, memoranda and similar records of Confidential Information or Works made or compiled by Contractor and Principal at any time or made available to Contractor and Principal during performance of the Services to Company (whether before, on or after the Effective Date) including all copies thereof, are the property of Company and shall be delivered to Company by Contractor upon the termination of this Agreement or at any other time upon request by Company.

4.15 During the Term, and for a period of 12 months immediately following the end of the Term, each of Contractor and Principal will not, directly or indirectly, on its or his own behalf or on behalf of a third party, contact, solicit or endeavour to entice away any person or entity who:

- (a) during the Term is a client or customer or was reasonably perceived to be a potential client or customer of Company; or
- (b) after the Term, was a client or customer or was reasonably perceived to be a potential client or customer of Company at any time during the 12 month period immediately preceding the end of the Term,

for the purpose of supplying or selling to such clients or customers, any services or products that are, in the reasonable opinion of Company, competitive with the services or products provided, developed, marketed, sold or licensed by Company.

4.16 During the Term and for a period of 12 months immediately following the Term, each of Contractor and Principal will not, directly or indirectly, on its or his own behalf or on behalf of a third party:

- (a) hire or retain any employee or independent contractor of Company (except in response to indirect public employment solicitations including, but not limited to, newspaper ads and solicitations on the Contractor's website or a third party website); or
- (b) contact, solicit or endeavour to entice away any employee or independent contractor of Company, or any person who was an employee or independent

contractor of Company on the termination date of this Agreement or during the period of 12 months immediately preceding the end of the Term, to terminate their employment or independent contractor agreement with Company.

4.17 During the Term, and for a period of 12 months immediately following the end of the Term, each of Contractor and Principal will not, directly or indirectly, on its or his own behalf or on behalf of a third party, contact, solicit or endeavour to entice away any Supplier of Company for the purpose of entering into contracts or sub-contracts with such Supplier to supply goods and products at rates and under arrangements similar to those provided and in place with Company by such Supplier, for a business that directly or indirectly competes with the Business of Company. For the purpose of this section "Supplier" means any person, company or entity with whom Contractor or Principal do not have a supply relationship as at the Effective Date, and who is a supplier to Company at the end of the Term, or was or has been a supplier of Company within the 12 month period preceding such date.

4.18 With respect to Sections 4.15 and 4.17 and with respect to specific clients, customers or Suppliers referred to therein, Contractor and Principal may request Company that Contractor and Principal be permitted to act for such clients, customers or Suppliers and that such representation be excluded from the application of these Sections, as applicable. In order to allow Company to consider such requests, Contractor and Principal shall provide details regarding the client, customer, or Supplier and the services proposed to be performed by Contractor and Principal for such party. Company shall consider such requests and not unreasonably withhold its consent for such arrangements.

4.19 Contractor and Principal acknowledge that by virtue of the fact that:

- (a) Contractor is being retained by Company to provide Services of import and value to Company, and Principal is providing the Services on behalf of the Contractor;
- (b) Contractor and Principal shall be provided with proprietary information relating to specific aspects of the Business of Company; and/or
- (c) Contractor and Principal may be introduced to key customers, clients and contacts of Company,

Company may suffer loss, damage or harm should Contractor or Principal use its or his knowledge, know-how and experience acquired as a result of the foregoing to compete with Company. Accordingly, during the Term and for a period of 12 months following the Term, each of Contractor and Principal shall not, without the prior written approval of Company, be engaged, directly or indirectly, as an employee, consultant, contractor, partner, principal, agent or advisor to a business that develops, creates, manufactures, markets, distributes or sells product and services similar to those of the Business.

4.20 Each of Contractor and Principal acknowledge that the restrictions contained in this Article 4 are, in view of the nature of the business of Company, reasonable and necessary to protect the

legitimate interests of Company, that Company would not have entered into this Agreement in the absence of such restrictions and that any violation of any provision of those sections could result in irreparable injury to Company. Each of Contractor and Principal agree that, in the event of a violation of any of the restrictions referred to in this Article 4, Company shall be entitled to such injunctive relief or other remedies at law or in equity which the Court deems fit. Additionally, each of Contractor and Principal agree that if Contractor or Principal directly or indirectly realizes any benefit, financial or otherwise, as a result of a violation of any of the restrictions referred to in this Article 4, such benefit shall be deemed to have been earned by Company and shall constitute an asset of Company, and each of Contractor and Principal hereby declare itself (or himself) to be a trustee thereof for Company with no beneficial interest in any benefit earned thereby.

4.21 The provisions of this Article 4 shall survive any termination of this Agreement.

## 5. INDEPENDENT CONTRACTOR RELATIONSHIP

5.1 In performing the Services, Contractor is acting as an independent contractor, and not an employee of Company, and the Principal is an employee of the Contractor and not of Company. The Contractor does not have any authority or right to bind Company or enter into any contracts, agreements, or other legal commitments or obligations with third parties on behalf of Company. Contractor is responsible for any taxes levied or owed by any governmental or equivalent authority with jurisdiction over any amounts payable pursuant to this Agreement.

5.2 Contractor need only devote such portion of Contractor's time as is agreed to pursuant to this Agreement. Except as provided herein, Contractor is not precluded from acting in any other capacity for any other person, firm or company provided that it does not, in the reasonable opinion of Company, conflict with Contractor's ability to perform the Services or Contractor's obligations pursuant to this Agreement.

5.3 Company shall not pay any contribution to federal or state pension, employment insurance, or withholding taxes, nor provide any other contributions or benefits, which might be expected in an employer-employee relationship on behalf of Contractor.

5.4 Contractor hereby represents and warrants that:

- (a) the Services shall be performed with all due professionalism, and to the level of competence and skill one would reasonably expect from other persons who have skills and experience similar to that of Contractor;
- (b) it has the right to provide the Services required under this Agreement without violation of obligations to others, and that all advice, information, documents and Services given or provided to Company under this Agreement may be used fully and freely by Company, unless otherwise so designated in writing by Contractor at the time of communication of such information; and
- (c) the Works have been created for Company and neither the use of the Works nor Company's possession thereof

infringes or shall infringe upon the industrial or intellectual property rights, domestic or foreign, of any other person in any jurisdiction.

## 6. GENERAL

6.1 This Agreement and all documents contemplated by or delivered under or in connection with this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral, express or implied, statutory or otherwise. No amendment to this Agreement shall be valid or effective unless in writing and signed by all parties.

6.2 Each party shall promptly and duly execute and deliver to the others such further documents and assurances and take such further action as the other party may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created hereby.

6.3 Contractor shall indemnify, defend and hold harmless Company, its affiliates, and their respective affiliates, agents, employees, directors, officers, successors and assigns, from and against any and all losses, claims, actions, damages, costs and expenses, charges, taxes, penalties, assessments or demands (including reasonable legal fees and expenses):

- (a) that result from negligent acts or omissions of Contractor or Principal in providing the Services;
- (b) related to Contractor's or Principal's breach of this Agreement; or
- (c) that may be made by any governmental authority on account of pension, employment insurance, or withholding taxes.

This Section shall survive termination of this Agreement.

6.4 Contractor acknowledges that all scientific research and experimental development tax credits received or entitled to by Contractor under the *Income Tax Act*, R.S.C. 1985 (as amended) and all other applicable tax legislation as a result of the Services provided by Contractor hereunder shall be for the benefit of Company and Contractor shall take all necessary actions and steps to ensure that Company receives all such scientific research and experimental development tax credits.

6.5 No consent, approval or waiver, express or implied, by any party hereto, to or of any breach of default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a general waiver by such party of its rights under this Agreement, and the granting of any consent or approval in any one instance by or on behalf of Company shall not be construed to be a waiver or limit the need for such consent in any other or subsequent instance.

6.6 Any notice given or required to be given under this Agreement shall be in writing and signed by or on behalf of the party giving it. Such notice may be served personally and in either case may be sent by priority post to the addresses of the parties noted on page one of this Agreement. Any notice served personally shall be deemed served immediately, and if mailed by priority post or sent via email shall be deemed served 72 hours after the time of posting/sending. Either party may, from time to time, change its address for service by written notice to the other party in the manner provided in this Section.

6.7 The Schedules and Appendices attached hereto are hereby incorporated into this Agreement and form a part hereof. All terms defined in the body of this Agreement shall have the same meaning in the Schedules and Appendices attached hereto.

6.8 The headings of the Sections and Articles of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the parties.

6.9 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of the United States of America.

6.10 If any part of this Agreement is determined by a court or tribunal of competent jurisdiction to be void or unenforceable for any reason, then such part shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

6.11 Contractor has no right to sell, assign or transfer any rights or interests created under this Agreement or delegate any of its duties without the prior express written consent of Company.

6.12 This Agreement shall be governed by and interpreted and construed exclusively in accordance with the laws of the Province of British Columbia (and the federal laws of Canada applicable therein) and each party submits to the exclusive

jurisdiction of the courts of the Province of British Columbia for all matters related hereto.

6.13 This Agreement shall be to the benefit of and be binding on, as applicable, the respective heirs, executors, administrators, successors and permitted assigns of each of the parties.

6.14 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. This Agreement may be delivered by facsimile or other means of electronic communication.

6.15 Contractor acknowledges that this Agreement was prepared by counsel for Company, who received instructions from Company and do not represent Contractor. As such, Contractor acknowledges that:

- (a) Contractor has been requested to obtain its own independent legal advice on this Agreement prior to signing this Agreement;
- (b) Contractor and Principal have been given adequate time to obtain independent legal advice;
- (c) by signing this Agreement, Contractor and Principal confirm that it (or he) fully understands this Agreement; and
- (d) if Contractor and Principal sign this Agreement without first obtaining independent legal advice, by signing this Agreement without first obtaining such advice, Contractor and Principal waive their right to obtain independent legal advice.

6.16 Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding payment obligations, indemnities, confidentiality rights and obligations, non-competition and solicitation, intellectual property rights, and all other provisions that are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force.

INTENDING TO BE LEGALLY BOUND, the parties have signed this Agreement as of the Effective Date.

**BEVCANNA ENTERPRISES INC.**

*"Signed"*

\_\_\_\_\_  
Signature  
John Campbell  
\_\_\_\_\_  
Printed Name

**DOSSIER CREATIVE INC.**

*"Signed"*

\_\_\_\_\_  
Signature  
[Redacted text relates to personal information]  
\_\_\_\_\_  
Printed Name

**FOR [Redacted text relates to personal information] WITNESS:**

SIGNED in the presence of:

*"Signed"*

\_\_\_\_\_  
Signature

[Redacted text relates to personal information]

Printed Name of Witness

[Redacted text relates to personal information]

Address

**[Redacted text relates to personal information]**

*"Signed"*

\_\_\_\_\_  
Signature



## SCHEDULE A —DESCRIPTION OF SERVICES

### Services:

#### 1. Beverage Concepts and Intellectual Property

- > Develop name, branding, packaging and other design materials (specified by Company) for BevCanna products and provide three (3) existing brand and design concepts currently owned by Dossier.

#### 2. Strategy and Leadership Consulting Services provided by the Principal, [Redacted text relates to personal information]

The Principal will provide the following strategy and leadership consultation services (the “Consulting Services”):

- > Investor and Shareholder Presentation Consulting - Strategy, Decks, Meetings
- > Partnership Deals - Visioning, Strategy, Network Introductions, Meetings
- > Business Model Input
- > Executive Team Communications and Meeting/Facilitation
- > Research and Partner Direction
- > New Product Development – Direction and Management
- > Brand, Marketing and Sales - Direction and Management
- > Oversight of Brand development, Creative Strategy and Design Services
- > Over Sight of Packaging, Marketing and Communications Design and Production

#### 3. Dossier Studio Services

Contractor will provide the following services (the “Studio Services”) to the Company on a monthly and per project basis:

- > Brand Strategy, Creative Strategy and Creative Direction
- > Insights Research, Ideation and Research Stimulus
- > Visual Design, Experience Design and UX Design
- > Service Experience Journey mapping
- > Brand Touchpoint Ideation, Design and Visualization
- > Digital Properties Design Look and Feel
- > Content Messaging and Asset Generation
- > Marketing and Sales Materials Design and Build
- > Project, Supplier Management and Procurement Management

## SCHEDULE B — COMPENSATION

Capitalized terms used but not otherwise defined in this Schedule B have the meaning ascribed thereto in the Services Agreement (the “**Agreement**”) of which this Schedule B forms part.

Compensation payable under the Agreement will be comprised of:

### Cash

1. Monthly Fee for Consulting Services and Studio Services based on \$35,000 per month to be allocated as follows:

Strategy and Leadership Consulting Services: \$275/hour; anticipated maximum of 40 hours per month

Studio Services: \$180/hour for strategy, design and build services (anticipated maximum of 100 hours/month); \$165/.hour for project management services (anticipated maximum of 35 hours/month)

### Shares

1. Upon execution and delivery of this Agreement by the Parties, the Company agrees to allot and issue 300,000 common shares in the capital of the Company (each, a “**Share**”) to the Contractor at a deemed price of \$1.00 per Share, as fully-paid and non-assessable common shares in the capital of the Company (the “**Issuance**”), subject to the availability of exemptions from prospectus requirements, and the Company having obtained all necessary approvals and consents, including regulatory approvals for the Issuance, on the terms and conditions set forth in this Agreement, including Appendix 1 to Schedule B and Appendix 2 to Schedule B.
2. Without limiting the application of any other provisions in this Agreement, the Contractor covenants with the Company to comply with applicable securities laws, and notify the Company immediately if any circumstances arise that negatively affect such Contractor’s ability to acquire the Shares hereunder.

### Schedule:

As agreed between the parties. The Company and Dossier will determine a project schedule identifying all the milestones of the Project at the beginning of a project (the “**Project Schedule**”).

### Workload and Reporting

The Contractor will facilitate regular workload planning discussions with Company to estimate and optimize the Services in the form of “Workload Plans”. The Workload Plans will specify expected internal resource usage, timelines, deliverables and dependencies and external resources such as sub-contractors and supplier costs.

The Contractor will track the monthly Services incurred by the Principal and the Contractor and for ongoing review and recalibration, including allowance for new or additional items as time and budget permit, or scaling back work if necessary. The Contractor will also conduct quarterly review check-ins to facilitate discussions and planning related to retainer usage and to align on forecasted workload and recalibration of scope or retainer monthly fees as needed.

### Additional Work

From the summary reports provided by the Contractor, the Company will be made aware of any work completed in excess of the defined Workload of this retainer agreement. For compensation of this additional work, the Company will be given the option to:

1. pay for this additional work at the same service rates;

2. reduce the workload for subsequent months to allow the Contractor to 'catch-up' on the additional time invested;
3. increase the monthly retainer amount to reflect the additional workload being completed; and
4. payment in Shares of other securities of the Company as agreed upon by the parties.

## APPENDIX 1 TO SCHEDULE B — QUESTIONNAIRE

TO: BevCanna Enterprises Inc. (the “Company”)

Capitalized terms used but not otherwise defined in this Appendix 1 to Schedule B have the meaning ascribed thereto in the Services Agreement (the “Agreement”) of which this Schedule B forms part.

1. The Contractor acknowledges and agrees:
  - (a) none of the Shares have been or will be registered under the United States *Securities Act of 1933*, as amended, (the “1933 Act”), or under any securities or “blue sky” laws of any state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to any U.S. Person (as such term is defined in Regulation S (as defined below)), except in accordance with the provisions of Regulation S under the 1933 Act (“Regulation S”), pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, and in each case only in accordance with applicable state, provincial and foreign securities laws;
  - (b) the Company has not undertaken, and will have no obligation, to register any of the Shares under the 1933 Act or any other securities legislation;
  - (c) the Company will refuse to register the transfer of any of the Shares to a U.S. Person not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act and in each case in accordance with applicable laws;
  - (d) the decision to execute this Agreement and to acquire the Shares has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Company;
  - (e) the Contractor has not been provided with any offering memorandum in connection with the acquisition of the Shares;
  - (f) the Company and others will rely upon the truth and accuracy of the acknowledgements, representations, warranties, covenants and agreements of the Contractor contained in this Agreement and the Questionnaire, as applicable, and agrees that if any of such acknowledgements, representations and agreements are no longer accurate or have been breached, the Contractor will promptly notify the Company;
  - (g) there are risks associated with the acquisition of the Shares;
  - (h) the Contractor and the Contractor’s advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Company in connection with the distribution of the Shares hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Company;
  - (i) the books and records of the Company were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Contractor during reasonable business hours

at its principal place of business, and all documents, records and books in connection with the distribution of the Shares hereunder have been made available for inspection by the Contractor, its legal counsel and/or its advisor(s);

- (j) all of the information which the Contractor has provided to the Company is correct and complete;
- (k) any resale of the Shares by the Contractor will be subject to resale restrictions contained in the securities laws applicable to the Company, the Contractor and any proposed transferee and it is the responsibility of the Contractor to find out what those restrictions are and to comply with such restrictions before selling any of the Shares;
- (l) the Company is not a reporting issuer as that term is defined in applicable securities legislation nor will it become a reporting issuer in any jurisdiction in Canada or elsewhere upon completion of the acquisition Shares and, as a result:
  - (i) unless the Company becomes a reporting issuer at a later date, the Company will not be subject to the continuous disclosure requirements of such securities legislation, including the requirements relating to the production and filing of audited financial statements and other financial information, and
  - (ii) any applicable hold periods under applicable securities legislation may never expire, and the Shares may be subject to restrictions on resale for an indefinite period of time;
- (m) the Contractor has been advised to consult the Contractor's own legal, tax and other advisors with respect to the merits and risks of an investment in the Shares and with respect to applicable resale restrictions, and it is solely responsible (and the Company is not in any way responsible) for compliance with:
  - (i) any applicable laws of the jurisdiction in which the Contractor is resident in connection with the distribution of the Shares hereunder, and
  - (ii) applicable resale restrictions;
- (n) there may be material tax consequences to the Contractor of an acquisition or disposition of the Shares and the Company gives no opinion and makes no representation to the Contractor with respect to the tax consequences to the Contractor under federal, state, provincial, local or foreign tax laws that may apply to the Contractor's acquisition or disposition of the Shares;
- (o) the Contractor consents to the placement of a legend or legends on any certificate or other document evidencing any of the Shares setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement, with such legend(s) to be substantially as follows:

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) **[INSERT THE DISTRIBUTION DATE]**, AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

- (p) there is no market for the Shares and that no market for the Shares may ever exist;
  - (q) unless the Company becomes a public company, the Shares cannot be transferred without the previous consent of the board of directors of the Company (the “**Board**”), expressed by resolution of the Board, at the sole discretion of the Board;
  - (r) the Company has advised the Contractor that the Company is relying on an exemption (the “**Exemption**”) from the requirements to provide the Contractor with a prospectus and to sell the Shares through a person registered to sell securities under provincial securities laws and other applicable securities laws, and, as a consequence of acquiring the Shares pursuant to such Exemption, certain protections, rights and remedies provided by applicable securities laws (including the various provincial securities acts), including statutory rights of rescission or damages, will not be available to the Contractor;
  - (s) the Contractor acknowledges that the Company is relying on the Exemption in order to issue the Shares to the Contractor and the Contractor is aware of the criteria of the Exemption to be met by the Contractor and the Contractor meets those criteria;
  - (t) the Contractor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transactions detailed in the Agreement and the Contractor is able to bear the economic risk of loss arising from such transactions;
  - (u) the Contractor acknowledges and agrees that the Shares will be subject to any escrow or resale restrictions which may be required by the Canadian Securities Exchange or applicable securities laws and the Contractor covenants and agrees with the Company that it will execute and deliver in a timely manner any agreements, documents or instruments, including without limitation any escrow agreements, which may be required by the Company or its legal counsel in order to comply with the requirements of the Canadian Securities Exchange or applicable securities laws.
  - (v) no securities commission or similar regulatory authority has reviewed or passed on the merits of any of the Shares; and
  - (w) there is no government or other insurance covering any of the Shares.
2. The Contractor represents and warrants to the Company (which representations and warranties will survive the acquisition of the Shares by the Contractor) that:
- (a) the Contractor is a corporation incorporated under the *Business Corporations Act* (British Columbia) in the jurisdiction of British Columbia;
  - (b) the Contractor is acquiring the Shares as principal for the Contractor’s own account;
  - (c) the Contractor is an “accredited investor” (as that term is defined in National Instrument 45-106 *Prospectus Exemptions* as adopted by the British Columbia Securities Commission) and is evidencing such by placing a mark next to the category of “accredited investor” listed below for which the Contractor satisfies the criteria: **(tick the following box)**:

- (i) a person of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, accredited investors **(tick the following box)**:      X
- (d) the Contractor is not a U.S. Person and is outside of the United States when receiving and executing this Questionnaire
- (e) the Contractor has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if the Contractor is not an individual, it is validly subsisting under the laws of its formation and all necessary approvals by its directors, shareholders, trustees, partners and others, as applicable, have been obtained to authorize execution and performance of this Agreement on behalf of the Contractor;
- (f) the entering into of this Agreement and the transactions contemplated hereby do not result in the violation of any of the terms and provisions of any law applicable to, or, if applicable, the constituting documents of, the Contractor or of any agreement, written or oral, to which the Contractor may be a party or by which the Contractor is or may be bound;
- (g) the Contractor has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Contractor enforceable against the Contractor;
- (h) the Contractor has received and carefully read this Agreement;
- (i) the Contractor is aware that an investment in the Company is speculative and involves certain risks and the possible loss of the entire deemed value represented by the Shares as of the Effective Date;
- (j) the Contractor has made an independent examination and investigation of an investment in the Shares and the Company and agrees that the Company will not be responsible in any way for the Contractor's decision to invest in the Shares and the Company;
- (k) the Contractor is not an underwriter of, or dealer in, any of the Shares, nor is the Contractor participating, pursuant to a contractual agreement or otherwise, in the distribution of the Shares;
- (l) the Contractor is not aware of any advertisement of any of the Shares and is not acquiring the Shares as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising; and
- (m) no person has made to the Contractor any written or oral representations:
  - (i) that any person will resell or acquire any of the Shares,
  - (ii) that any person will refund the acquisition price of any of the Shares, or
  - (iii) as to the future price or value of any of the Shares.

3. The Contractor acknowledges and agrees that the representations and warranties contained in this Agreement are made by it with the intention that such representations and warranties may be relied upon by the Company and the Company's legal counsel in determining the Contractor's eligibility to acquire the Shares under applicable laws, or, if applicable, the eligibility of others on whose behalf the Contractor is contracting hereunder to acquire the Shares under applicable laws. The Contractor further agrees that the representations and warranties contained in this Agreement will survive the acquisition by the Contractor of the Shares and will continue in full force and effect notwithstanding any subsequent disposition by the Contractor of such Shares and the Contractor will hold harmless the Company from any loss or damage it or they may suffer as a result of the Contractor's failure to correctly complete this Agreement and the Questionnaire
  
4. The Contractor acknowledges and consents to the fact that the Company is collecting the Contractor's personal information for the purpose of fulfilling this Agreement and completing the issuance of the Shares to the Contractor. The Contractor acknowledges that his, her or its personal information (and, if applicable, the personal information of those on whose behalf the Contractor is contracting hereunder) may be included in record books in connection with the acquisition of the Shares and may be disclosed by the Company to: (a) stock exchanges or securities regulatory authorities, (b) the Company's registrar and transfer agent (if applicable), (c) Canadian tax authorities, (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* or (e) any of the other parties involved in the acquisition of the Shares, including the Company's legal counsel. By executing this Agreement, the Contractor is deemed to be consenting to the foregoing collection, use and disclosure of the Contractor's personal information (and, if applicable, the personal information of those on whose behalf the Contractor is contracting hereunder) for the foregoing purposes and to the retention of such personal information for as long as permitted or required by applicable laws. Notwithstanding that the Contractor may be acquiring the Shares as agent on behalf of an undisclosed principal, the Contractor agrees to provide, on request, particulars as to the nature and identity of such undisclosed principal, and any interest that such undisclosed principal has in the Company, all as may be required by the Company in order to comply with the foregoing. Furthermore, the Contractor is hereby notified that:
  - (a) the Company may deliver to any securities commission having jurisdiction over the Company, the Contractor or the acquisition of the Shares, including any Canadian provincial securities commissions, the United States Securities and Exchange Commission and/or any state securities commissions (collectively, the "**Commissions**"), certain personal information pertaining to the Contractor, including the Contractor's full name, residential address and telephone number, the number of Shares or other securities of the Company owned by the Contractor, the number of Shares acquired by the Contractor, the Service Fee, the prospectus exemption relied on by the Company and the date of distribution of the Shares;
  - (b) such information is being collected indirectly by the Commissions under the authority granted to them in applicable securities laws;
  - (c) such information is being collected for the purposes of the administration and enforcement of applicable securities laws; and



- (d) the Contractor may contact the following public official in Ontario with respect to questions about the Ontario Securities Commission's indirect collection of such information at the following address and telephone number:

Administrative Assistant to the Director of Corporate Finance  
Ontario Securities Commission  
Suite 1903, Box 55  
20 Queen Street West  
Toronto, ON M5H 3S8  
Telephone: (416) 593-8086.

*Remainder of this page left intentionally blank. Signature page follows*

Dated as of May 9, 2019.

**X** "Signed"

---

Authorized signatory (if Contractor is **not** an individual)

Dossier Creative Inc.

---

Name of Contractor (**please print**)

*[Redacted text relates to personal information]*

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Name of authorized signatory (**please print**)

Director

---

Official capacity of authorized signatory (**please print**)

**APPENDIX 2 TO SCHEDULE B — ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

The undersigned acknowledges that the securities listed below (the “**Pooled Shares**”) have been acquired by it and that the Pooled Shares are subject to a Voluntary Pooling Agreement dated September 13, 2018 (the “**Pooling Agreement**”) among Nutrivida Biotech Investments Inc., Bevcanna Enterprises Inc., Clark Wilson LLP and certain securityholders.

For other good and valuable consideration, the undersigned agrees to be bound by the Pooling Agreement in respect of the Pooled Shares, as if it were an original signatory to the Pooling Agreement.

Dated at Vancouver, BC on May 9, 2019.

**DOSSIER CREATIVE INC.**

*“Signed”*

\_\_\_\_\_  
Signature

*[Redacted text relates to personal information]*

\_\_\_\_\_  
Printed Name

**Pooled Shares:**

<b>Class</b>	<b>Number Acquired</b>	<b>Certificate Number(s) (if applicable)</b>
Common Shares	300,000	

## SCHEDULE C — CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT (the “Assignment”), dated as of May 9, 2019 (the “Effective Date”) is made BETWEEN:

**BEVCANNA ENTERPRISES INC.**, a British Columbia corporation having a principal place of business at 200 - 1672 West 2nd Avenue, Vancouver, B.C. V6J 1H4

(the “Company”)

AND:

**DOSSIER CREATIVE INC.**, a corporation having a principal place of business at #402 611 Alexander St , Vancouver B.C. V6A 1E1

(the “Contractor”)

AND:

**[Redacted text relates to personal information]**, an individual having an office at #402 611 Alexander St , Vancouver B.C. V6A 1E1

(the “Principal”)

WHEREAS, pursuant to a Services Agreement having effect as and from\_ May 1, 2019 (the “Services Agreement”), Contractor, partially through the personage of the Principal, has been involved in the provision of certain services to Company (the “Services”);

AND WHEREAS the goal of this Assignment is to confirm Company’s exclusive ownership of all intellectual property relating to the Services;

NOW THEREFORE IN CONSIDERATION of the sum of \$10 paid by Company to Contractor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Contractor, the parties agree as follows:

1. ASSIGNMENT OF INTELLECTUAL PROPERTY

Each of the Contractor and Principal hereby irrevocably grants, assigns and quitclaims to Company all worldwide right, title and interest of any nature whatsoever in and to all inventions, works and intellectual property arising from the Services, including without limitation, all: (a) inventions, works, methods and processes, whether or not patented or patentable; (b) literary, artistic and other works, whether or not protected by copyright (including without limitation documentation, drawings, designs, wireframes, plans, notes and working papers) whether in human or machine readable form; (c) trade secrets, know-how and show-how, including without limitation all information, design concepts, schematics and specifications necessary or useful in the use or exploitation of works arising from the Services; (d) trade-marks, whether or not registered; and (e) Internet domain names; and all modifications, improvements, revisions, additions, customizations and enhancements made to any of the foregoing (collectively the “Intellectual Property”), for the full duration of all such rights, and any renewals or extensions thereof.

2. MORAL RIGHTS; LICENSE AND WAIVER

Principal hereby irrevocably waives all Moral Rights that Principal may have arising out of the delivery of the Services, and acknowledges that such waiver may be invoked by any person authorized by Company. Contractor hereby represents and warrants that all authors of the Intellectual Property (including without limitation the Principal), have, for valuable consideration, irrevocably waived in writing, all of their Moral Rights that such authors may have arising out of their participation in the creation of the Intellectual Property, and have acknowledged that such waiver may be invoked by any person authorized by Company to use the Intellectual Property. Aside from Moral Rights, if Contractor or Principal has any rights to the Intellectual Property that cannot be assigned to Company, Contractor and Principal each hereby unconditionally and irrevocably grants to Company an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license with rights to sub-license to all such rights for the full duration of such rights and any renewals or extensions thereof. Further, aside from Moral Rights, if Contractor or Principal have any rights to the Intellectual Property that cannot be so assigned or licensed, Contractor and Principal each hereby unconditionally

and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Company, its licensees, successors and assigns with respect to such rights. Contractor and Principal agree, at Company's request and expense, to consent to and join in any action by Company to enforce such rights.

### 3. REPRESENTATIONS

Contractor and Principal hereby represent, warrants and covenant to Company that: (a) immediately prior to the assignment of all Intellectual Property hereunder, Contractor owned all worldwide rights in and to the Intellectual Property and had not granted any license or other right to any other person in respect of the Intellectual Property; (b) to the best of the actual knowledge of Contractor and Principal all of the Intellectual Property is original, and the use and exploitation thereof does not and shall not infringe the rights of any third parties; (c) the Intellectual Property encompasses all of the right, title and interest arising from the provision of the Services; and (d) no other person (including any current or past employer or contractor of Contractor) has any right, title or interest in or to the Intellectual Property.

### 4. DISCLOSURE

Contractor and Principal agree not to disclose or use any works, rights or confidential information arising out of the delivery of the Services or acquired in the performance of the Services, without the prior written consent of Company.

### 5. INDEPENDENT LEGAL ADVICE

Contractor and Principal understand that this Assignment contains important provisions concerning Contractor's and

Principal's rights and confirms it has been read carefully. Contractor and Principal acknowledge and agree that Company has given him the opportunity to seek, and has recommended that he obtain, independent legal advice with respect to the subject matter of this Assignment and Contractor and Principal represent and warrant to Company that he has sought independent legal advice or waives such advice.

### 6. GENERAL

This Assignment constitutes the full and entire understanding and agreement between the parties with respect to the subject matter, and supersedes all previous communications, representations and agreements (whether oral or written) between the parties respecting the subject matter hereof. This Assignment shall be binding on Contractor and Principal and their respective heirs, executors, administrators, successors and permitted assigns; and shall enure to the benefit of Company, its affiliates, and their respective affiliates, agents, employees, directors, officers, successors and assigns. This Assignment shall 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 hereby consent and submit to the exclusive jurisdiction of the courts located in the Province of British Columbia, City of Vancouver. If any provision of this Assignment is not enforceable, such provision shall be severed from this Assignment, and the remainder of this Assignment shall remain in full force and effect. This Assignment may be executed in counterparts, each of which when so executed shall be deemed to be an original copy hereof, and all such counterparts together shall constitute one single agreement. Either party may deliver a counterpart signature page by electronic transmission.

**INTENDING TO BE LEGALLY BOUND, the parties have signed this Agreement as of the Effective Date.**

**BEVCANNA ENTERPRISES INC.**

*"Signed"*

\_\_\_\_\_  
Signature

John Campbell

\_\_\_\_\_  
Printed Name

**FOR [Redacted text relates to personal information] WITNESS:**

SIGNED in the presence of:

*"Signed"*

\_\_\_\_\_  
Signature

[Redacted text relates to personal information]

\_\_\_\_\_  
Printed Name of Witness

[Redacted text relates to personal information]

\_\_\_\_\_  
Address

**DOSSIER CREATIVE INC.**

*"Signed"*

\_\_\_\_\_  
Signature

Ronna Chisholm

\_\_\_\_\_  
Printed Name

**DOSSIER CREATIVE INC.**

*"Signed"*

\_\_\_\_\_  
Signature