

INDEPENDENT CONSULTANT AGREEMENT

This Independent Consultant Agreement (this “**Agreement**”) is dated effective as of the 14th day of December, 2018 (the “**Effective Date**”).

BETWEEN:

BEVCANNA ENTERPRISES INC., a corporation incorporated under the laws of British Columbia, having an address for delivery at 1672 West 2nd Avenue, Vancouver, BC V6J 1H4 (Email: marcello@bevcanna.com)

(the “**Company**”)

AND:

INDIGICO LIMITED PARTNERSHIP, a limited partnership having an address at IndigiCo Limited Partnership c/o Pitblado LLP, 2500-360 Main St, Winnipeg, MB R3C 4H6 Attn: Howard Morry (Email: morry@pitblado.com)

(the “**Consultant**”)

WHEREAS:

- A. The Company seeks to enter into a subscription agreement as of the date hereof (the “**Subscription Agreement**”) with the Consultant whereby the Consultant will purchase 2,535,850 common shares in the capital of the Company (the “**Offering**”);
- B. As a condition to completion of the Offering (the “**Closing**”), pursuant to the Subscription Agreement, the Company has agreed to enter into this Agreement with the Consultant for the ongoing provision of certain services to the Company on the terms and conditions set out in this Agreement; and
- C. Capitalized words and phrases that are used but not otherwise defined herein, shall have the meaning ascribed to such terms in the Subscription Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant (each, a “**Party**” and, together, the “**Parties**”) covenant and agree as follows:

1. SERVICES TO BE PROVIDED

- (a) Commencing on the Effective Date, the Consultant will provide such services to the Company as are described in Schedule A to this Agreement (the “**Services**”).
- (b) The Consultant will report to the Chief Executive Officer of the Company (the “**CEO**”) and will keep the CEO informed of all matters concerning the Services as requested by the CEO from time to time.

- (c) The Consultant will not have any right or authority, express or implied, to commit or otherwise obligate the Company in any manner whatsoever, except to the extent specifically authorized by the Company. The Consultant is not authorized to make any representation, contract or commitment on behalf of the Company unless, prior to such time, the Consultant is specifically authorized in writing to do so by the CEO.
- (d) The Consultant will faithfully, honestly and diligently serve the Company, use the Consultant's commercially reasonable efforts to promote the commercially reasonable interests of the Company and co-operate with the Company, and utilize maximum professional skill and care to ensure that the Services are rendered to the satisfaction of the Company.
- (e) The Consultant will comply with all applicable rules, laws, regulations and policies having application to the carrying out and performance of the Consultant's obligations under this Agreement.
- (f) At all times while on the Company's premises or representing the Company in any other location in connection with the provision of the Services, the Consultant will observe the Company's rules and regulations with respect to conduct, health, safety and protection of persons and property.
- (g) The Consultant need only devote such portion of the Consultant's time as is necessary to perform the Services, provided, however, that the Consultant shall spend a minimum of 20 hours per calendar month carrying out the Services.

2. INDEPENDENT CONSULTANT RELATIONSHIP

- (a) It is expressly agreed that the Consultant's relationship with the Company is that of an independent contractor in performing the Services under this Agreement, and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship between the Consultant and the Company.
- (b) The Consultant will not be entitled to any of the benefits that the Company may make available to its employees from time to time, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. The Company will not pay any contribution to any pension plan, employment insurance or withholding taxes, nor provide any other contributions or benefits, which might be expected in an employer-employee relationship on behalf of the Consultant.
- (c) The Consultant is solely responsible for, and will file on a timely basis, all tax returns and payments required to be filed with or made to any federal, provincial, state or local tax authority with respect to the performance of the Services and the consideration therefor under this Agreement.
- (d) The Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing the Services.
- (e) The Consultant represents and warrants that the Consultant has the right to provide the Services to the Company without violation of obligations to others and that any advice, information and documents given by the Consultant to the Company under this Agreement may

be used fully and freely by the Company, unless otherwise so designated orally or in writing by the Consultant at the time of communication of such information.

3. CONSIDERATION FOR SERVICES

- (a) As consideration for the provision of the Services by the Consultant, the Company and the Consultant agree to the compensation set out in Schedule B attached hereto.
- (b) The Consultant may incur expenses in the name of the Company, provided such expenses relate solely to the carrying out of the Services pursuant to this Agreement. The Consultant will immediately forward all invoices for expenses incurred on behalf of the Company and the Company agrees to pay said invoices within 30 days of receipt. Any expenses of \$500 or greater incurred by the Consultant in connection with the carrying out of the Consultant's duties pursuant to this Agreement must be approved by the Company in writing prior to the incurring of such expenses by the Consultant.
- (c) The Company will issue 6,000,000 common share purchase warrants (each, a "**Bevcanna Warrant**") to the Consultant on the Effective Date. Without any impact whatsoever because of any termination in accordance with Section 4, each Bevcanna Warrant will be exercisable into one fully-paid and non-assessable common share in the capital of the Company (each, a "**Bevcanna Warrant Share**") at an exercise price of \$0.25 per Bevcanna Warrant Share, subject to the vesting provisions and other terms and conditions set out in the certificate representing the Bevcanna Warrants, the form of which is attached hereto at Appendix 1 to Schedule B.
- (d) The Company will issue 2,000,000 common share purchase warrants (each, a "**Facility Warrant**" and together with the Bevcanna Warrants, the "**Warrants**") to the Consultant on the Effective Date. Without any impact whatsoever because of any termination in accordance with Section 4, each Facility Warrant will be exercisable into one fully-paid and non-assessable common share in the capital of the Company (each, a "**Facility Warrant Share**" and together with the Bevcanna Warrant Shares, the "**Warrant Shares**") at an exercise price of \$0.25 per Facility Warrant Share, subject to the vesting provisions and other terms and conditions set out in the certificate representing the Facility Warrants, the form of which is attached hereto at Appendix 2 to Schedule B.
- (e) The Consultant acknowledges that any Warrants to be issued to the Consultant and any Warrant Shares issuable on exercise of such Warrants will be subject to such hold periods as are required under applicable securities laws, and, as a result, may not be sold, transferred or otherwise disposed of, except pursuant to an effective registration statement or prospectus, or pursuant to an exemption from, or in a transaction not subject to, the registration or prospectus requirements of applicable securities laws, and in each case only in accordance with all applicable securities laws.
- (f) The Consultant acknowledges that the Company has advised it that any Warrants, and any Warrant Shares issued on exercise thereof, issued by the Company to the Consultant are being issued under exemptions from the registration, prospectus and other requirements of applicable securities laws and, as a consequence, certain protections, rights and remedies provided by applicable securities laws, including statutory rights of rescission or damages, may not be available to the Consultant. To evidence its eligibility for such exemptions and its intent

to be bound by the terms of this Agreement, the Consultant agrees to deliver a fully completed and executed investor certificate in the form set out at Schedule "C" hereto (the "**Certificate**") to the Company prior to the Closing, and agrees that the representations and warranties set out in the Certificate as executed by the Consultant will be true and complete as at the Effective Date and on the Closing.

- (g) The Parties will co-operate in the preparation of any application for any required governmental authorization and any other orders, registrations, consents, filings, rulings, exemptions, no-action letters and approvals, and in the preparation of any documents, reasonably deemed by any of the Parties to be necessary to discharge its respective obligations under this Agreement or otherwise advisable under applicable laws.

4. TERM AND TERMINATION

- (a) This Agreement will commence on the Effective Date and will continue for 12 months (the "**Term**"), unless terminated in accordance with Section 4(c) or renewed in accordance with Section 4(b). Any termination in accordance with this Section 4 will have no impact whatsoever on any unexercised Warrants.
- (b) Notwithstanding Section 4(a), this Agreement may be renewed for a subsequent term, on terms to be mutually determined by the Parties, upon the Company providing written notice to the Consultant by no later than 30 days prior to the last day of the Term of its intention to renew this Agreement. In the event the Company does not provide such notice, this Agreement will expire on the last day of the Term.
- (c) Notwithstanding Section 4(a), this Agreement may be terminated at any time after the date which is 90 days after the Effective Date by:
 - (i) the Consultant giving at least 30 days advance notice in writing to the Company;
 - (ii) the Company by giving at least 30 days advance notice in writing to the Consultant; or
 - (iii) the Company without notice in the event that the Consultant: (A) breaches any material term of this Agreement, (B) neglects material Services or any other material duty to be performed by the Consultant under this Agreement, (C) engages in any conduct which is dishonest, or damages the reputation or standing of the Company, (D) is convicted of any criminal act, (E) engages in any act of moral turpitude, (F) files a voluntary petition in bankruptcy, or (G) is adjudicated as bankrupt or insolvent.
- (d) Upon termination of this Agreement for any reason, the Consultant shall promptly deliver the following in accordance with the directions of the Company:
 - (i) a final accounting, reflecting the balance of expenses incurred on behalf of the Company as of the date of termination;
 - (ii) all documents pertaining to the Company or this Agreement, including, but not limited to, all Confidential Information (as defined herein), books of account, correspondence and contracts; and

- (iii) all equipment and any other property belonging to the Company.
- (e) The definitions contained in this Agreement and the rights and obligations contained in Sections 3(c)(d), 4, 5, 6, 7(e) will survive any termination or expiration of this Agreement.

5. CONFIDENTIALITY

- (a) All Confidential Information developed by the Consultant during the term of this Agreement or by others employed or engaged by or associated with the Company or its affiliates or clients, is the exclusive and confidential property of the Company or its affiliates or clients, as the case may be, and will at all times be regarded, treated and protected as such, as provided in this Agreement.
- (b) As a consequence of the acquisition of Confidential Information, the Consultant will occupy a position of trust and confidence with respect to the affairs and business of the Company. In view of the foregoing, it is reasonable and necessary for the Consultant to make the following covenants regarding the Consultant's conduct during and subsequent to the Consultant's retainer by the Company:
 - (i) at all times during and subsequent to the Consultant's retainer with the Company, the Consultant will not disclose Confidential Information to any person other than as necessary in carrying out the Services, or as may be required by applicable law or legal process of discovery, without first obtaining the Company's consent, and the Consultant will take all reasonable precautions to prevent inadvertent disclosure of any Confidential Information disclosed by the Company to them. This prohibition includes, but is not limited to, disclosing or confirming the fact that any similarity exists between the Confidential Information and any other information;
 - (ii) at all times during and subsequent to the Consultant's retainer with the Company, the Consultant will not use, copy, transfer or destroy any Confidential Information other than as necessary in carrying out the Services, or as may be required by applicable law or process of discovery, without first obtaining the Company's consent and the Consultant will take all reasonable precautions to prevent inadvertent use, copying, transfer or destruction of any confidential information disclosed by the Company to the Consultant; and
 - (iii) within ten (10) business days after the termination of the Consultant's retainer for any reason, the Consultant will promptly deliver to the Company all property of or belonging to or administered by the Company in the Consultant's custody, including, without limitation, all Confidential Information that is embodied in any form, whether in hard copy or on electronic media.
- (c) The Consultant confirms that all restrictions in this Section 5 are reasonable and valid, and any defences to the strict enforcement thereof by the Company are waived by the Consultant. Without limiting the generality of the foregoing, the Consultant hereby consents to an injunction being granted by a court of competent jurisdiction in the event that the Consultant is in breach of any of the provisions stipulated in this Section 5. The Consultant hereby expressly acknowledges and agrees that injunctive relief is an appropriate and fair remedy in the event of a breach of any of the said provisions.

- (d) The Consultant's obligations under this Section 5 will remain in effect in accordance with their terms and continue in full force and effect despite any breach, repudiation, alleged breach or repudiation, or termination of this Agreement. Without limiting the foregoing, the Consultant agrees that at all times during and subsequent to the provision of services to the Company, the Consultant will not use or take advantage of the Confidential Information for the purpose of providing similar services for any other company that is in competition with the Company.
- (e) For purposes of this Section 5, "**Confidential Information**" means information, whether or not originated by the Consultant, that relates to the business or affairs of the Company, its affiliates, clients or suppliers and is confidential or proprietary to, about or created by the Company, its affiliates, 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):
- (i) the Company's information relating to strategies, research, communications, business plans, and financial data of the Company and any information of the Company which is not readily publicly available;
 - (ii) work product resulting from or related to work or projects performed for or to be performed for the Company or its affiliates, including but not limited to, the methods, processes, procedures, analysis, techniques and audits used in connection therewith;
 - (iii) any intellectual property contributed to the Company, and any other technical and business information of the Company, its subsidiaries and affiliates which is of a confidential, trade secret and/or proprietary character;
 - (iv) internal Company personnel and financial information, supplier names and other supplier information, purchasing and internal cost information, internal services and operational manuals, and the manner and method of conducting the Company's business;
 - (v) 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 the Company that have been or are being discussed; and
 - (vi) all information that becomes known to the Consultant as a result of this Agreement or the services performed hereunder that the Consultant, acting reasonably, believes is confidential information or that the Company takes measures to protect;

provided that Confidential Information does not include any of the following:

- (vii) the general skills and experience gained by the Consultant during the Consultant's provision of the Services to the Company that the Consultant could reasonably have been expected to acquire in similar retainers or engagements with other companies,
- (viii) information publicly known without breach of this Agreement or similar agreements,

- (ix) information, the disclosure of which by the Consultant is required to be made by any law, regulation or governmental authority or legal process of discovery (to the extent of the requirement), provided that before disclosure is made, notice of the requirement is provided to the Company, and to the extent reasonably possible in the circumstances, the Company is afforded an opportunity to dispute the requirement, or information known to the Consultant at the date of this Agreement.

6. COLLECTION OF PERSONAL INFORMATION

- (a) The Consultant acknowledges and consents to the fact that the Company is collecting the Consultant's personal information for the purpose of fulfilling this Agreement and issuing the Warrants. The Consultant acknowledges that its personal information (and, if applicable, the personal information of those on whose behalf the Consultant is contracting hereunder) may be included in record books in connection with the issuance of the Warrants and may be disclosed by the Consultant to: (a) stock exchanges or securities regulatory authorities, if applicable, (b) the Consultant's registrar and transfer agent, (c) Canadian tax authorities, (d) authorities pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and (e) any of the other parties involved in the issuance of the Warrants, including Clark Wilson LLP, the Company's legal counsel. By executing this Agreement, the Consultant is deemed to be consenting to the foregoing collection, use and disclosure of the Consultant's personal information (and, if applicable, the personal information of those on whose behalf the Consultant 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 Consultant may be acquiring the Warrants and underlying Warrant Shares as agent on behalf of an undisclosed principal, the Consultant 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.

7. GENERAL

- (a) This Agreement contains the entire Agreement and obligation between the Parties with respect to its subject matter. No amendment to this Agreement will be valid or effective unless in writing and signed by both Parties.
- (b) The Parties agree that the Consultant's obligations under this Agreement are of a unique character that gives them particular value, and that the Consultant's breach of any of these obligations will cause irreparable and continuing damage to the Company for which money damages are insufficient. The Company is entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages if appropriate), without the need to post a bond.
- (c) The Consultant acknowledges that the restrictions contained in Section 5 are, in view of the nature of the business of the Company, reasonable and necessary to protect the legitimate interests of the Company, that the Company would not have entered into this Agreement in the absence of such restrictions and that any violation of any provision of Section 5 could result in irreparable injury to the Company. The Consultant agrees that, in the event it violates any of

the restrictions referred to in Section 5, the Company shall be entitled to such injunctive relief or other remedies at law or in equity which any court deems fit.

- (d) The Consultant expressly acknowledges that this Agreement is reasonable and valid in all respects and irrevocably waives (and irrevocably agrees not to raise) as a defence any issue of reasonableness in any proceeding to enforce any provision of this Agreement, the intention of the Parties being to provide for the legitimate and reasonable protection of the interests of the Company by providing, without limitation, for the broadest scope, the longest duration and the widest territory allowable by law.
- (e) The Consultant agrees to indemnify the Company from all losses, claims, actions, damages, assessments or demands (including reasonable legal fees and expenses) which result from negligent acts or omissions of the Consultant in providing the Services. The aggregate liability of the Consultant pursuant to this section or any other provisions of this Agreement shall not exceed the aggregate of the monthly compensation paid to date on a monthly basis.
- (f) Any notice, request, demand or other communication hereunder shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by email, when sent, if sent during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; or (e) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on the first page of this Agreement or to such other address as either Party may advise the other in writing from time to time in accordance with this Section 7(f).
- (g) Each Party will be responsible for all of its own expenses, legal and other professional fees, disbursements, and all other costs incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and all documents and instruments relating hereto. The Parties agree that they have had adequate opportunity to seek independent legal advice with respect to the subject matter of this Agreement, and have either obtained such advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such legal advice.
- (h) If any provision of this Agreement, including as to term or geographical area, is held to be illegal, invalid or unenforceable under present or future laws by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, enforceability or validity of any other provisions of this Agreement or of the same provision as applied to any other fact or circumstance, and such illegal, unenforceable or invalid provision shall be modified to the minimum extent necessary to make such provision legal, valid or enforceable.
- (i) Time shall be of the essence of this Agreement.
- (j) The Consultant may not sell, assign or transfer any rights or interests created under this Agreement without the prior written consent of the Company, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Consultant may delegate any of its duties and rights with respect to billing for Services under this Agreement to a third party provided that:

- (i) such third party is a reputable and experienced person capable of fulfilling such obligations;
 - (ii) such third party will be subject to the requirements and standard of care set out in this Agreement in respect of the specific obligations delegated to such third party; and
 - (iii) the Consultant will at all times remain liable and responsible for all obligations under this Agreement, notwithstanding such delegation of its obligations hereunder to a third party.
- (k) The headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or a body politic or corporate and vice versa where the context so requires.
- (l) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein, and each Party irrevocably submits to the exclusive jurisdiction of courts of competent jurisdiction in the Province of British Columbia.
- (m) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the Parties agree that any signature delivered by electronic transmission will be deemed to be the original signature of the delivering Party.

[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first written above.

BEVCANNA ENTERPRISES INC.

Per: “John Campbell”
Authorized Signatory

**INDIGICO LIMITED PARTNERSHIP
by its general partner, IndigiCo Inc.**

Per: “Michael Fontaine”
Authorized Signatory

SCHEDULE A

SERVICES

Defined terms used but not otherwise defined in this Schedule A have the meaning ascribed thereto in the Independent Consultant Agreement dated effective December 14, 2018 between IndigiCo Limited Partnership (the “**Consultant**”) and BevCanna Enterprises Inc. (the “**Company**”) of which this Schedule A forms part.

The Services to be provided under the Agreement are as follows:

- (a) Provide assistance in negotiating and securing a final strategic relationship agreement with a First Nation;
- (b) Provide assistance in negotiating and securing a letter of intent or memorandum of understanding for the construction or purchase of a cannabis extraction facility or a similar major infrastructure or capital development project, which is approved by the Company in its sole discretion;
- (c) Provide assistance furthering the business of the Company with respect to the Indigenous market in Canada;
- (d) Provide assistance pulling together a national strategy for distribution of the Company’s products, with the potential for a First Nations enabled solution;
- (e) Provide assistance in negotiating and securing opportunities for regional expansion of extraction facilities;
- (f) Provide assistance in negotiating and securing opportunities the outdoor cultivation of cannabis; and
- (g) Provide general consulting services on other initiatives to be agreed to from time to time by the Consultant and the Company.

SCHEDULE B

COMPENSATION

Defined terms used but not otherwise defined in this Schedule B have the meaning ascribed thereto in the Independent Consultant Agreement dated effective December 14, 2018 between IndigiCo Limited Partnership (the “**Consultant**”) and BevCanna Enterprises Inc. (the “**Company**”) of which this Schedule B forms part.

Compensation payable under the Agreement will be comprised of:

- (a) the issuance of 6,000,000 Bevcanna Warrants on the terms and conditions set out in the form of warrant certificate attached hereto as Appendix 1 to this Schedule B;
- (b) the issuance of 2,000,000 Facility Warrants on the terms and conditions set out in the form of warrant certificate attached hereto as Appendix 2 to this Schedule B;
- (c) a cash fee of \$26,340.00 per month, plus all applicable taxes, for the duration of the Term, *pro-rated* for any partial month, commencing in January 2019 and payable up to and including December 2019; and
- (d) a cash fee of \$25,000.00 per month, plus all applicable taxes, for the seven months from December 2018 up to and including June 2019, *pro-rated* for any partial month except for December 2018. The first payment under this item (d) is payable upon entry into the Agreement.

**APPENDIX 1
TO SCHEDULE B**

FORM OF BEVCANNA WARRANT CERTIFICATE

See attached.

**APPENDIX 2
TO SCHEDULE B**

FORM OF FACILITY WARRANT CERTIFICATE

See attached.

SCHEDULE C

CERTIFICATE OF NON-U.S. INVESTOR

Capitalized terms used but not otherwise defined in this Certificate of Non-U.S. Investor (this “**Certificate**”) will have the meanings given to such terms in that certain subscription agreement dated December 14, 2018 (the “**Subscription Agreement**”) between BevCanna Enterprises Inc. (the “**Company**”) and IndigiCo Limited Partnership (the “**Consultant**”) or the independent consultant agreement dated December 14, 2018 (the “**Agreement**”) between the Company and the Consultant, as applicable.

In connection with the issuance of the Warrants to the Consultant as contemplated by the Agreement, the Consultant hereby represents, warrants, acknowledges and agrees, as an integral part of the Agreement, that, as at the Effective Date:

1. it is not a U.S. Person;
2. this Certificate forms part of the Agreement (a copy of which has been provided to the Consultant), and by executing this Certificate, the Consultant agrees to be bound by all terms, conditions and obligations of or relating to the Consultant contained in the Agreement, and all of such terms, conditions and obligations, and any representations and warranties of the Consultant contained in the Agreement, are expressly incorporated by reference herein;
3. it has the legal capacity and competence to enter into the Agreement and execute this Certificate and to take all actions required pursuant hereto and, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation;
4. all of the information which the Consultant has provided to the Company in this Certificate and in the Agreement is correct and complete;
5. the Company is entitled to rely on the acknowledgements, agreements, representations and warranties and the statements and answers of the Consultant contained in the Agreement and this Certificate, and the Consultant will hold the Company harmless from any loss or damage either Party may suffer as a result of any such acknowledgements, agreements, representations and/or warranties made by the Consultant not being true and correct, in accordance with the provisions of the Agreement;
6. the entering into of the Agreement and the transactions contemplated thereunder do not result in the violation of any of the terms and provisions of any applicable laws, or of any contract or other arrangement, written or oral, to which the Consultant may be a party or by which the Consultant is or may be bound;
7. the representations and warranties of the Consultant in this Certificate and in the Agreement will survive the Closing and the issuance of the Warrants to the Consultant and will continue in full force and effect for a period of two years, notwithstanding the Closing and the issuance of the Warrants, or the waiver of any condition in the Agreement or Subscription Agreement by the Company;

8. the Company has entered into the Agreement relying on the representations and warranties of the Consultant and other terms, conditions and covenants with respect to the Consultant contained in this Certificate and in the Agreement, notwithstanding any independent searches or investigations that have been or may be undertaken by or on behalf of the Company;
9. none of the Warrants or the Warrant Shares have been or will be registered under the 1933 Act, or under any state 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, except in accordance with the provisions of 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 securities laws;
10. the Company has not undertaken, and will have no obligation, to register any of the Warrants or the Warrant Shares under the 1933 Act;
11. the Company will refuse to register the transfer of any of the Warrants or Warrant 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;
12. the decision to execute this Agreement and acquire the Warrants has not been based upon any oral or written representation as to fact or otherwise made by or on behalf of the Company, other than as set out in the Agreement;
13. there are risks associated with the acquisition of the Warrants, including that they may lose all of their value;
14. it is acquiring the Warrants for its own account, for investment purposes only and not with a view to resale or distribution or other disposition of the Warrants (or the Warrant Shares) in violation of applicable securities laws and, in particular, it has no intention to distribute, either directly or indirectly, any of the Warrants (or the Warrant Shares) in the United States or to U.S. Persons;
15. it has been advised to consult its own legal, tax and other advisors with respect to the merits and risks of the acquisition of the Warrants and applicable resale restrictions, and it is solely responsible (and the Company is not in any way responsible) for compliance with applicable resale restrictions with respect to the Warrants;
16. it and its advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Company in connection with the acquisition of the Warrants, and to obtain additional information from the Company, to the extent possessed or obtainable by the Company without unreasonable effort or expense;
17. it: (a) is able to fend for itself in connection with the acquisition of the Warrants; (b) has such knowledge and experience in business matters as to be capable of evaluating the merits and risks of its prospective investment in the Warrants; and (c) has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment;

18. it is not aware of any advertisement of any of the Warrants and is not acquiring the Warrants 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;
19. except as set out in the Agreement, no Person has made to the Consultant any written or oral representations:
 - A. that any Person will resell or repurchase any of the Warrants,
 - B. that any Person will refund the purchase price of any of the Warrants, or
 - C. as to the future price or value of any of the Warrants;
20. it is acquiring the Warrants as principal for its own account, for investment purposes only, and not with a view to or for resale, distribution or fractionalization thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in the Warrants;
21. there may be material tax consequences to the Consultant as a result of the acquisition or disposition of the Warrants, and the Company gives no opinion and makes no representation to the Consultant with respect to the tax consequences to the Consultant under federal, state, provincial, local or foreign tax laws that may apply to any such acquisitions or dispositions;
22. no securities commission or similar regulatory authority has reviewed or passed on the merits of the Warrants;
23. any resale of the Warrants by the Consultant will be subject to resale restrictions contained in applicable securities laws and it is the responsibility of the Consultant to find out what those restrictions are and to comply with such restrictions before selling any of the Warrants; and
24. the address of the Consultant set out below is the sole address of the Consultant as of the Execution Date and will be the sole address of the Consultant as of the Closing Date.

[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Consultant has executed this Certificate as of the Execution Date.

(Signature of Authorized Signatory of Consultant)

(Name of Authorized Signatory)

(Title of Authorized Signatory)

(Address of Consultant, including city, province of residence and postal code)

(Telephone Number)

(Email Address)

Register the Warrants as set forth below:

(Name to Appear on Warrant Certificates)

(Address for Registration, including city, province of residence and postal code)

Deliver the Warrant Certificates as set forth below:

(Name)

(Address)

(Contact Name)

(Telephone Number)