

MANAGEMENT SERVICES AGREEMENT

This Agreement is dated for reference June 1, 2018.

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:

JOHN CAMPBELL, an individual having an office at [REDACTED]

(the "**Manager**");

(the Company and Manager being hereinafter singularly also referred to as a "*Party*" and collectively referred to as the "*Parties*" as the context so requires).

WHEREAS:

- A. The Company is engaged in the business of cultivating and processing cannabis and cannabis related products and derivatives and proposes to be engaged in the business of marketing and distributing water-based cannabis beverages as and when permitted by applicable laws and regulations (the "**Business of the Company**");
- B. The Manager has considerable expertise with respect to performing management services of businesses at a similar stage of development as the Company; and
- C. The Company wishes to retain the Manager, and the Manager wishes to provide managerial services to the Company and act as the Company's Chief Financial Officer;

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

1. Term

- 1.1 **Term for Services.** The term for the provision of services by the Manager to the Company will commence as of June 1, 2018 and will continue for one year (the "**Term**"). This Agreement will continue in full force and effect during the Term unless earlier terminated in accordance with Section 5.
- 1.2 **Continuation.** After the expiry of the Term, this Agreement will thereafter renew annually unless the Company or the Manager gives notice to terminate this Agreement in accordance with Section 5.

2. Compensation and Benefits

- 2.1 **Fees.** For services rendered by the Manager pursuant to this Agreement, the Company will pay the Manager a monthly fee of CDN \$10,000 (the “**Fee**”) plus the Goods and Services Tax, to be paid monthly in arrears, half in cash and half in Class B common shares in the capital of the Company (each, a “**Share**”) at a price of \$0.25 per Share, subject to compliance with applicable securities laws. Following: (i) an initial public offering by the Company of the Shares or (ii) if the Company is otherwise a party to any type of transaction that results in the Shares, or any successor securities for which the Shares are thereby converted or exchanged being listed on a stock exchange in Canada (each, a “**Listing**”), the Manager’s performance and compensation will be reviewed by the Board of Directors of the Company, considered with respect to market norms and other Company compensation packages, with any adjustments retroactive to the date of Listing. The Board of Directors and the Manager will review the appropriateness of replacing this Agreement with an employment contract following a Listing. The Manager’s compensation will be reviewed periodically, at the discretion of the Board of Directors of the Company.
- 2.2 **Expenses.** The Company will reimburse the Manager for all reasonable business, travel and entertainment expenses (the “**Expenses**”) incurred by the Manager in performing his duties pursuant to this Agreement. The Manager agrees that any reimbursement of such expenses will only be made after the Manager has rendered an itemized expense account, together with receipts where available, to the Company that are approved by a director of the Company.
- 2.3 **D&O Insurance.** The Company will provide directors and officers liability insurance (to the extent available on reasonable commercial terms as determined by the Board of Directors in its discretion) for the Manager during the term of this Agreement in accordance with the terms and conditions of the standard insurance coverage provided by the Company for all officers and directors of the Company. For greater clarity, the Company will only be required to provide directors’ and officers’ liability insurance for the Manager as of the date that the Company obtains directors and officers liability insurance coverage for all of the other directors and officers of the Company.
- 2.4 **Indemnity Agreement.** The Company will provide the Manager a general indemnity as soon as practical in accordance with indemnities provided by the Company for all officers and directors of the Company. For greater clarity, the Company will only be required to provide a general indemnity for the Manager as of the date that the Company provides a general indemnity for all of the other directors and officers of the Company.
- 2.5 **Other Benefits.** The Company will provide the Manager such other benefits as are provided to all officers and directors of the Company.

3. Duties

- 3.1 **Position.** The Manager will serve as the Company’s Chief Financial Officer and provide services to the Company as described in Schedule “A” attached hereto (the “**Services**”). In addition to the Services of the Chief Financial Officer set out in Schedule “A”, the Manager will carry out such other lawful duties, responsibilities and tasks as the Company may from time to time reasonably request of the Manager. The Manager shall be appointed as, and exercise the duties

and powers of, the office of Chief Financial Officer but shall not be an employee of the Company.

3.2 **Reporting.** The Manager will report to the Board of Directors of the Company from time to time and will keep the Board of Directors informed of all matters concerning the Services as requested by the Company from time to time.

3.3 **Independent Contractor.** The Manager will perform the Services hereunder as independent contractor, and nothing contained in the Agreement will be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the Parties hereto. The Manager represents, warrants and covenants that he is acting and will act only as independent contractor and acknowledges and agrees that, in its performance under this Agreement, he will not be entitled to any employee-like benefits or any direct or indirect compensation other than that expressly set out in this Agreement. The Manager agrees that the Company will not be responsible for registering under any workers' compensation legislation or for withholding or remitting any amounts for income taxes, *Canada Pension Plan*, *Employment Insurance*, Social Security, or other deductions that would be required in an employment relationship in any jurisdiction.

4. **Part Time Services**

The Manager will devote not less than an average of 20 hours per week of his productive time, attention, energies and efforts to the Company and may engage in other business activities as long as they do not unreasonably interfere with the duties of the Manager hereunder.

5. **TERMINATION**

5.1 **Termination With Cause.** The Company may, at any time, without advance notice to the Manager or payment of any compensation in lieu of notice, terminate the services of the Manager for cause defined as:

- (a) having materially breached any provision of this Agreement and the Manager failing to cure the breach within thirty days following written notice by the Company;
- (b) having committed an act involving fraud, material dishonesty or violence or engaging in any other conduct which is detrimental to the reputation of the Company or any of its affiliates in any material respect;
- (c) having committed an act that constitutes a breach of fiduciary duty or a breach of the duty of loyalty, both of which the Manager acknowledges are due to and owed to the Company;
- (d) having violated any applicable laws or policies governing occupational health and safety, anti-discrimination, or anti-harassment or having engaged in or threatened workplace violence; or
- (e) being convicted of an indictable offence.

- 5.2 **Termination Without Cause.** The Company may at any time, upon 30 days' advance notice to the Manager at its discretion, terminate the services of the Manager. In the case of termination under this Section 5.2, the Company will pay to the Manager the fees payable to the thirtieth (30th) day after the date of the Company's written notice of termination. This Agreement will terminate upon the death or disability (incapacity for not less than 180 days) of the Manager, which termination will be deemed to be "other than for cause". If mutually agreeable between the Company and the Manager, the Services and position of the Manager may be reassigned (for example, if the Company appoints a new Chief Financial Officer and wishes to retain management services of the Manager) with appropriate alterations to this Agreement. Such reassignment will not constitute termination without cause under this Section 5.2.
- 5.3 **Termination by the Manager.** The Manager may at any time terminate the provision of its services under this Agreement upon giving thirty (30) days' prior written notice to the Company. Where the Manager gives written notice of termination under this Section 5.3, the Company may at its sole discretion terminate this Agreement forthwith by paying to the Manager the fees payable to the thirtieth (30th) day after the date of the Manager's written notice of termination.
- 5.4 **Other Claims.** The Manager acknowledges and agrees that the notice and provisions for compensation on termination provided in this section are fair and reasonable and agrees that upon any termination of the Manager's services by the Company, or upon any termination of this Agreement by the Manager, the Manager will have no action, cause of action, claim or demand against the Company or any other person as a consequence of such termination.
- 5.5 **Resignation.** On termination of this Agreement, the Manager will resign from any office or directorship of the Company and any affiliate forthwith.
- 5.6 **Compensation Earned.** If this Agreement terminates for any reason, the Company will pay to the Manager any fees earned prior to the effective date of such termination which remains unpaid and any expenses for which an expense account has been submitted, approved and which remains unpaid.

6. Confidentiality, Non-Competition and Non-Solicitation

6.1 Confidentiality and Ownership of Property

(a) Confidential Information

- (i) The Manager acknowledges that, by reason of this contract for Services, the Manager will have access to Confidential Information, as hereinafter defined, of the Company, that the Company has spent time, effort and money to develop and acquire.
- (ii) The term "Confidential Information" as used in this Agreement means information, whether or not originated by the Manager, 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):

- A. 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,
- B. 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,
- C. 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,
- D. 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,
- E. 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
- F. all information that becomes known to the Manager as a result of this Agreement or the services performed hereunder that the Manager, acting reasonably, believes is confidential information or that the Company takes measures to protect;

(iii) Confidential Information does not include any of the following:

- A. the general skills and experience gained by the Manager during the term of this Agreement that the Manager could reasonably have been expected to acquire in similar retainers or engagements with other companies,
- B. information publicly known without breach of this Agreement or similar agreements, or
- C. information, the disclosure of which by the Manager 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.

- (iv) Protection of Confidential Information. The Manager acknowledges that the Confidential Information is a valuable and unique asset of the Company and that the Confidential Information is and will remain the exclusive property of the Company. The Manager agrees to maintain securely and hold in strict confidence all Confidential Information received, acquired or developed by the Manager or disclosed to the Manager as a result of or in connection with the Services. The Manager agrees that, both during and after the termination of this Agreement, the Manager will not, directly or indirectly, divulge, communicate, use, copy or disclose or permit others to use, copy or disclose, any Confidential Information to any person, except as such disclosure or use is required to perform its duties hereunder or as may be consented to by prior written authorization of the Board of Directors.
 - (v) Exceptions to Obligations of Confidentiality. The obligation of confidentiality imposed by this Agreement shall not apply to information that appears in issued patents or printed publications, that otherwise becomes generally known in the industry through no act of the Manager in breach of this Agreement, or that is required to be disclosed by court order or applicable law.
 - (vi) Third Party Confidential Information. The Manager understands that the 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 the Company has agreed to keep confidential. The Manager agrees that all such information shall be Confidential Information for the purposes of this Agreement.
 - (vii) Manager's Warranty. The Manager represents and warrants that the Manager has not used and will not use, while performing the Services, any materials or documents of another company which the Manager is under a duty not to disclose. The Manager understands that, while performing the Services, the Manager shall not breach any obligation or confidence or duty the Manager may have to a former client or employer. The Manager represents and warrants that it will not, to the best of its knowledge and belief, use or cause to be incorporated in any of the Manager's work product, any data software, information, designs, techniques or know-how which the Manager or the Company does not have the right to use.
- (b) **Intellectual Property.**
- (i) All Developments shall be the exclusive property of the Company and the Company shall have sole discretion to deal with Developments. The Manager agrees that no intellectual property rights in the Developments are or shall be retained by him. For greater certainty, all work done during the term of this engagement by the Manager for the Company or its affiliates is the sole property of the Company or its affiliates, as the case may be, as the first author

for copyright purposes and in respect of which all copyright shall vest in the Company or the relevant affiliate, as the case may be. In consideration of the benefits to be received by the Manager under the terms of this Agreement, the Manager hereby irrevocably sells, assigns and transfers and agrees in the future to sell, assign and transfer all right, title and interest in and to the Developments and intellectual property rights therein including, without limitation, all patents, copyright, industrial design, circuit topography and trademarks, and any goodwill associated therewith in Canada, the United States and worldwide to the Company and the Manager shall hold all the benefits of the rights, title and interest mentioned above in trust for the Company prior to the assignment to the Company, save and except for any moral rights which the Manager shall waive.

- (ii) The Manager shall do all further things that may be reasonably necessary or desirable in order to give full effect to the foregoing. If the Manager's cooperation is required in order for the Company to obtain or enforce legal protection of the Developments following the termination of the Manager's Services, the Manager shall provide that cooperation so long as the Company pays to the Manager reasonable compensation for the Manager's time at a rate to be agreed between the Manager and the Company.
- (iii) The terms "**Developments**" as used in this agreement means all discoveries, inventions, designs, works of authorship, improvements and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights (including, but not limited to, patents, copyrights, trademarks, topographies, know-how and trade secrets), and all records and copies of records relating to the foregoing, that:
 - A. result or derive from the Manager's Services or from the Manager's knowledge or use of Confidential Information,
 - B. are conceived or made by the Manager (individually or in collaboration with others) during the term of the Manager's Services,
 - C. result from or derive from the use or application of the resources of the Company or its affiliates, or
 - D. relate to the business operations of the Company or to actual or demonstrably anticipated research and development by the Company or its affiliates.
- (c) **Return of Confidential Information and Property.** The Manager will at any time upon request by the Company, and immediately upon the termination of this Agreement, promptly return to the Company, all originals and copies of Confidential Information and all paper and electronic documents and other records containing Confidential Information, and any other property belonging to, or relating to the business of, the Company or its subsidiaries, parents, affiliates and related companies.

- 6.2 **Non-Competition.** The Manager shall not, without the prior written consent of the Company, at any time during this Agreement and for a period of twelve (12) months from the termination of this Agreement, for any reason, either individually or in partnership or jointly or in conjunction with any person as principal, agent, employee, shareholder (other than a holding of shares listed on a Canadian or United States stock exchange that does not exceed 5% of the outstanding shares so listed) or in any other manner whatsoever carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit his or its name or any part thereof to be used or employed by any person engaged in or concerned with, or interested in a business similar to the Business of the Company within the Province of British Columbia, Canada.
- 6.3 **Non-Solicitation.** The Manager shall not, without the prior written consent of the Company, at any time during this Agreement and for a period of twelve (12) months from the termination of this Agreement, for any reason: (i) induce or endeavour to induce any employee or consultant of the Company to leave his or her employment or contract for services; (ii) employ or attempt to employ or assist any person to employ any employee of the Company or engage any consultant of the Company, or (iii) solicit, attempt to gain the custom of, canvass or interfere with the Company's relationships with any person that is a customer, client, or supplier of the Company on the date of termination of this Agreement, or was a customer, client or supplier during a period of twenty-four (24) months prior to the date of termination of this Agreement, or has been pursued as a prospective customer, client or supplier of the Company at any time during a period of twenty-four (24) months prior to the date of termination of this Agreement.
- 6.4 **Equitable Relief.** The Manager acknowledges that the restrictions contained in this Section 6 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 this Section 6 could result in irreparable injury to the Company. The Manager agrees that, in the event it violates any of the restrictions referred to in this Section 6, the Company shall be entitled to such injunctive relief or other remedies at law or in equity which the Court deems fit. The provisions of Sections 6 will survive the termination of this Agreement.

7. **Successors and Assigns**

This Agreement will enure to the benefit of, and be binding upon, the Parties hereto and their legal representatives, successors and permitted assigns except that no claims may be asserted by the legal representatives, successors and assignees of the Manager in respect of compensation or other benefits for periods following the death or total incapacity of the Manager other than those provided for in this Agreement.

8. **Notices**

Any notice given or required to be given under this Agreement will 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, or by fax, email or other electronic transmission. Any notice served personally will be deemed served immediately, and if mailed by priority post will be deemed served seventy two (72) hours after the time of posting, and if by electronic transmission, upon successful transmission.

9. Governing Law

This Agreement is and will be deemed to be made in British Columbia and for all purposes will be governed exclusively by and construed and enforced in accordance with the laws prevailing in British Columbia, and the rights and remedies of the Parties will be determined in accordance with those laws.

10. Severability

If any provision of this Agreement is at any time unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as though such provision was not contained herein and the remainder will continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.

11. Independent Legal Advice

The Parties hereto acknowledge that they have each received independent legal advice in relation to the terms and conditions of this Agreement.

12. Board of Directors' Approval

This Agreement is subject to the approval of the Board of Directors of the Company.

13. Counterparts and Electronic Delivery

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which taken together constitute one and the same document. This Agreement may be executed and delivered by facsimile or other means of electronic transmission capable of producing a signed copy.

[Remainder of this page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF the Parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

BEVCANNA ENTERPRISES INC.

Per: "Marcello Leone"
Authorized Signatory

"John Campbell"
JOHN CAMPBELL

SCHEDULE "A"
SERVICES

The Manager is authorized and directed, but not limited, to the following principal duties:

- (a) Report to the Board of Directors;
- (b) Provide quarterly reports for the Board of Directors;
- (c) Managing all financial, tax and accounting activities of the Company and its subsidiaries;
- (d) Liaison with auditors, legal and tax advisors as required;
- (e) Analyze business opportunities and make recommendations on these activities to the Board of Directors;
- (f) Financial modelling and analysis of capital projects;
- (g) Represent the Company in fund raising activities, whether debt or equity financings, along with other officers and directors of the Company;
- (h) Build and maintain relations with the investment banking side of the broker community (prepare for future equity);
- (i) Approve all financial materials that are disseminated to the public;
- (j) Put together corporate budgets;
- (k) Control corporate and operating costs of the Company;
- (l) Help to direct the investor relations activities of the Company;
- (m) Build awareness of Company with the investment community, including attending marketing presentations to analysts and investors;
- (n) Attend selected investment conferences and presentations made to analysts and investors; and
- (o) Other tasks as reasonably directed by the Board of Directors.

MANAGEMENT SERVICES AGREEMENT

This Agreement is dated for reference November 1, 2018.

BETWEEN:

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(the "**Company**");

AND:

JOHN CAMPBELL, an individual having an office at [REDACTED]

(the "**Manager**");

(the Company and Manager being hereinafter singularly also referred to as a "**Party**" and collectively referred to as the "**Parties**" as the context so requires).

WHEREAS:

- A. The Company is engaged in the business of cultivating and processing cannabis and cannabis related products and derivatives and proposes to be engaged in the business of marketing and distributing water-based cannabis beverages as and when permitted by applicable laws and regulations (the "**Business of the Company**");
- B. The Manager has considerable expertise with respect to performing management services of businesses at a similar stage of development as the Company; and
- C. The Company wishes to retain the Manager, and the Manager wishes to provide managerial services to the Company and act as the Company's Chief Strategy Officer and Chief Financial Officer;

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- 1.2 **Continuation.** After the expiry of the Term, this Agreement will thereafter renew annually unless the Company or the Manager gives notice to terminate this Agreement in accordance with Section 5.

2. Compensation and Benefits

- 2.1 Fees.** For services rendered by the Manager pursuant to this Agreement, the Company will pay the Manager a monthly fee of CDN \$20,000 (the “**Fee**”) plus the Goods and Services Tax, to be paid monthly in arrears. While the Company remains private, \$5,000 per month of the monthly fee shall be paid in common shares of the Company at a price of \$0.50 per share, subject to compliance with applicable securities laws. Following: (i) an initial public offering by the Company of the Shares or (ii) if the Company is otherwise a party to any type of transaction that results in the Shares, or any successor securities for which the Shares are thereby converted or exchanged being listed on a stock exchange in Canada (each, a “**Listing**”), the Manager’s performance and compensation will be reviewed by the Board of Directors of the Company, considered with respect to market norms and other Company compensation packages, with any adjustments retroactive to the date of Listing. The Board of Directors and the Manager will review the appropriateness of replacing this Agreement with an employment contract following a Listing. The Manager’s compensation will be reviewed periodically, at the discretion of the Board of Directors of the Company.
- 2.2 Expenses.** The Company will reimburse the Manager for all reasonable business, travel and entertainment expenses (the “**Expenses**”) incurred by the Manager in performing his duties pursuant to this Agreement. The Manager agrees that any reimbursement of such expenses will only be made after the Manager has rendered an itemized expense account, together with receipts where available, to the Company that are approved by a director of the Company.
- 2.3 D&O Insurance.** The Company will provide directors and officers liability insurance (to the extent available on reasonable commercial terms as determined by the Board of Directors in its discretion) for the Manager during the term of this Agreement in accordance with the terms and conditions of the standard insurance coverage provided by the Company for all officers and directors of the Company. For greater clarity, the Company will only be required to provide directors’ and officers’ liability insurance for the Manager as of the date that the Company obtains directors and officers liability insurance coverage for all of the other directors and officers of the Company.
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3. Duties

- 3.1 Position.** The Manager will serve as the Company’s Chief Strategy Officer and Chief Financial Officer and provide services to the Company as described in Schedule “A” attached hereto (the “**Services**”). In addition to the Services of the Chief Strategy Officer and Financial Officer set out in Schedule “A”, the Manager will carry out such other lawful duties, responsibilities and tasks as the Company may from time to time reasonably request of the Manager. The Manager shall be

appointed as, and exercise the duties and powers of, the office of Chief Strategy Officer and Chief Financial Officer but shall not be an employee of the Company.

3.2 **Reporting.** The Manager will report to the Board of Directors of the Company from time to time and will keep the Board of Directors informed of all matters concerning the Services as requested by the Company from time to time.

3.3 **Independent Contractor.** The Manager will perform the Services hereunder as independent contractor, and nothing contained in the Agreement will be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the Parties hereto. The Manager represents, warrants and covenants that he is acting and will act only as independent contractor and acknowledges and agrees that, in its performance under this Agreement, he will not be entitled to any employee-like benefits or any direct or indirect compensation other than that expressly set out in this Agreement. The Manager agrees that the Company will not be responsible for registering under any workers' compensation legislation or for withholding or remitting any amounts for income taxes, *Canada Pension Plan*, *Employment Insurance*, Social Security, or other deductions that would be required in an employment relationship in any jurisdiction.

4. **Time Commitment**

The Manager will devote not less than an average of 40 hours per week of his productive time, attention, energies and efforts to the Company and may engage in other business activities as long as they do not unreasonably interfere with the duties of the Manager hereunder.

5. **TERMINATION**

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- (b) having committed an act involving fraud, material dishonesty or violence or engaging in any other conduct which is detrimental to the reputation of the Company or any of its affiliates in any material respect;
- (c) having committed an act that constitutes a breach of fiduciary duty or a breach of the duty of loyalty, both of which the Manager acknowledges are due to and owed to the Company;
- (d) having violated any applicable laws or policies governing occupational health and safety, anti-discrimination, or anti-harassment or having engaged in or threatened workplace violence; or
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6. Confidentiality, Non-Competition and Non-Solicitation

6.1 Confidentiality and Ownership of Property

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- (i) The Manager acknowledges that, by reason of this contract for Services, the Manager will have access to Confidential Information, as hereinafter defined, of the Company, that the Company has spent time, effort and money to develop and acquire.
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a similar nature (whether or not reduced to writing or designated or marked as confidential):

- A. 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,
- B. 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,
- C. 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,
- D. 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,
- E. 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
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- C. information, the disclosure of which by the Manager 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.

- (iv) Protection of Confidential Information. The Manager acknowledges that the Confidential Information is a valuable and unique asset of the Company and that the Confidential Information is and will remain the exclusive property of the Company. The Manager agrees to maintain securely and hold in strict confidence all Confidential Information received, acquired or developed by the Manager or disclosed to the Manager as a result of or in connection with the Services. The Manager agrees that, both during and after the termination of this Agreement, the Manager will not, directly or indirectly, divulge, communicate, use, copy or disclose or permit others to use, copy or disclose, any Confidential Information to any person, except as such disclosure or use is required to perform its duties hereunder or as may be consented to by prior written authorization of the Board of Directors.
- (v) Exceptions to Obligations of Confidentiality. The obligation of confidentiality imposed by this Agreement shall not apply to information that appears in issued patents or printed publications, that otherwise becomes generally known in the industry through no act of the Manager in breach of this Agreement, or that is required to be disclosed by court order or applicable law.
- (vi) Third Party Confidential Information. The Manager understands that the 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 the Company has agreed to keep confidential. The Manager agrees that all such information shall be Confidential Information for the purposes of this Agreement.
- (vii) Manager's Warranty. The Manager represents and warrants that the Manager has not used and will not use, while performing the Services, any materials or documents of another company which the Manager is under a duty not to disclose. The Manager understands that, while performing the Services, the Manager shall not breach any obligation or confidence or duty the Manager may have to a former client or employer. The Manager represents and warrants that it will not, to the best of its knowledge and belief, use or cause to be incorporated in any of the Manager's work product, any data software, information, designs, techniques or know-how which the Manager or the Company does not have the right to use.

(b) Intellectual Property.

- (i) All Developments shall be the exclusive property of the Company and the Company shall have sole discretion to deal with Developments. The Manager agrees that no intellectual property rights in the Developments are or shall be retained by him. For greater certainty, all work done during the term of this engagement by the Manager for the Company or its affiliates is the sole property of the Company or its affiliates, as the case may be, as the first author

for copyright purposes and in respect of which all copyright shall vest in the Company or the relevant affiliate, as the case may be. In consideration of the benefits to be received by the Manager under the terms of this Agreement, the Manager hereby irrevocably sells, assigns and transfers and agrees in the future to sell, assign and transfer all right, title and interest in and to the Developments and intellectual property rights therein including, without limitation, all patents, copyright, industrial design, circuit topography and trademarks, and any goodwill associated therewith in Canada, the United States and worldwide to the Company and the Manager shall hold all the benefits of the rights, title and interest mentioned above in trust for the Company prior to the assignment to the Company, save and except for any moral rights which the Manager shall waive.

- (ii) The Manager shall do all further things that may be reasonably necessary or desirable in order to give full effect to the foregoing. If the Manager's cooperation is required in order for the Company to obtain or enforce legal protection of the Developments following the termination of the Manager's Services, the Manager shall provide that cooperation so long as the Company pays to the Manager reasonable compensation for the Manager's time at a rate to be agreed between the Manager and the Company.
 - (iii) The terms "**Developments**" as used in this agreement means all discoveries, inventions, designs, works of authorship, improvements and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights (including, but not limited to, patents, copyrights, trademarks, topographies, know-how and trade secrets), and all records and copies of records relating to the foregoing, that:
 - A. result or derive from the Manager's Services or from the Manager's knowledge or use of Confidential Information,
 - B. are conceived or made by the Manager (individually or in collaboration with others) during the term of the Manager's Services,
 - C. result from or derive from the use or application of the resources of the Company or its affiliates, or
 - D. relate to the business operations of the Company or to actual or demonstrably anticipated research and development by the Company or its affiliates.
- (c) **Return of Confidential Information and Property.** The Manager will at any time upon request by the Company, and immediately upon the termination of this Agreement, promptly return to the Company, all originals and copies of Confidential Information and all paper and electronic documents and other records containing Confidential Information, and any other property belonging to, or relating to the business of, the Company or its subsidiaries, parents, affiliates and related companies.

- 6.2 **Non-Competition.** The Manager shall not, without the prior written consent of the Company, at any time during this Agreement and for a period of twelve (12) months from the termination of this Agreement, for any reason, either individually or in partnership or jointly or in conjunction with any person as principal, agent, employee, shareholder (other than a holding of shares listed on a Canadian or United States stock exchange that does not exceed 5% of the outstanding shares so listed) or in any other manner whatsoever carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit his or its name or any part thereof to be used or employed by any person engaged in or concerned with, or interested in a business similar to the Business of the Company within the Province of British Columbia, Canada.
- 6.3 **Non-Solicitation.** The Manager shall not, without the prior written consent of the Company, at any time during this Agreement and for a period of twelve (12) months from the termination of this Agreement, for any reason: (i) induce or endeavour to induce any employee or consultant of the Company to leave his or her employment or contract for services; (ii) employ or attempt to employ or assist any person to employ any employee of the Company or engage any consultant of the Company, or (iii) solicit, attempt to gain the custom of, canvass or interfere with the Company's relationships with any person that is a customer, client, or supplier of the Company on the date of termination of this Agreement, or was a customer, client or supplier during a period of twenty-four (24) months prior to the date of termination of this Agreement, or has been pursued as a prospective customer, client or supplier of the Company at any time during a period of twenty-four (24) months prior to the date of termination of this Agreement.
- 6.4 **Equitable Relief.** The Manager acknowledges that the restrictions contained in this Section 6 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 this Section 6 could result in irreparable injury to the Company. The Manager agrees that, in the event it violates any of the restrictions referred to in this Section 6, the Company shall be entitled to such injunctive relief or other remedies at law or in equity which the Court deems fit. The provisions of Sections 6 will survive the termination of this Agreement.

7. **Successors and Assigns**

This Agreement will enure to the benefit of, and be binding upon, the Parties hereto and their legal representatives, successors and permitted assigns except that no claims may be asserted by the legal representatives, successors and assignees of the Manager in respect of compensation or other benefits for periods following the death or total incapacity of the Manager other than those provided for in this Agreement.

8. **Notices**

Any notice given or required to be given under this Agreement will 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, or by fax, email or other electronic transmission. Any notice served personally will be deemed served immediately, and if mailed by priority post will be deemed served seventy two (72) hours after the time of posting, and if by electronic transmission, upon successful transmission.

9. Governing Law

This Agreement is and will be deemed to be made in British Columbia and for all purposes will be governed exclusively by and construed and enforced in accordance with the laws prevailing in British Columbia, and the rights and remedies of the Parties will be determined in accordance with those laws.

10. Severability

If any provision of this Agreement is at any time unenforceable or invalid for any reason it will be severable from the remainder of this Agreement and, in its application at that time, this Agreement will be construed as though such provision was not contained herein and the remainder will continue in full force and effect and be construed as if this Agreement had been executed without the invalid or unenforceable provision.

11. Independent Legal Advice

The Parties hereto acknowledge that they have each received independent legal advice in relation to the terms and conditions of this Agreement.

12. Board of Directors' Approval

This Agreement is subject to the approval of the Board of Directors of the Company.

13. Counterparts and Electronic Delivery

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which taken together constitute one and the same document. This Agreement may be executed and delivered by facsimile or other means of electronic transmission capable of producing a signed copy.

[Remainder of this page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF the Parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

BEVCANNA ENTERPRISES INC.

Per: "U O "

Authorized Signatory

"K # "

K=V#°Uh" -∞

SCHEDULE "A"
SERVICES

The Manager is authorized and directed, but not limited, to the following principal duties:

- (a) Report to the Board of Directors;
- (b) Work with the CEO in helping to determine and execute on the Company's strategic plan;
- (c) Provide quarterly reports for the Board of Directors;
- (d) Managing all financial, tax and accounting activities of the Company and its subsidiaries;
- (e) Liaison with auditors, legal and tax advisors as required;
- (f) Analyze business opportunities and make recommendations on these activities to the Board of Directors;
- (g) Financial modelling and analysis of capital projects;
- (h) Represent the Company in fund raising activities, whether debt or equity financings, along with other officers and directors of the Company;
- (i) Build and maintain relations with the investment banking side of the broker community (prepare for future equity);
- (j) Approve all financial materials that are disseminated to the public;
- (k) Put together corporate budgets;
- (l) Control corporate and operating costs of the Company;
- (m) Help to direct the investor relations activities of the Company;
- (n) Build awareness of Company with the investment community, including attending marketing presentations to analysts and investors;
- (o) Attend selected investment conferences and presentations made to analysts and investors; and
- (p) Other tasks as reasonably directed by the Board of Directors.