

BEVCANNA ENTERPRISES INC.

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

The undersigned (the "Subscriber") hereby irrevocably subscribes for and agrees to purchase from BevCanna Enterprises Inc. (the "Issuer" or the "Corporation") that number of common shares of the Issuer (each, a "Share") set out below at a price of \$0.50 per Share. The Subscriber agrees to be bound by the terms and conditions set forth in the attached "Terms and Conditions of Subscription for Shares".

Subscriber Information

INDIGICO LIMITED PARTNERSHIP

(Name of Subscriber)

Account Reference (if applicable): _____

X _____

(Signature of Subscriber – if the Subscriber is an Individual)

X "**Michael Fontaine**"

(Signature of Authorized Signatory – if the Subscriber is not an Individual)

Michael Fontaine, Authorized Signatory

(Name and Title of Authorized Signatory – if the Subscriber is not an Individual)

(SIN, SSN, or other Tax Identification Number of the Subscriber)

Indigico LP c/o Pitblado LLP

(Subscriber's Address, including postal or zip code)

2500 – 360 Main Street, Winnipeg MB R3C 4H6

1-204-953-0530 **morry@pitblado.com**

(Telephone Number) (Email Address)

Shares to be Purchased

2,535,850

(Number of Shares)

Total Subscription Price: **\$1,267,925.00**

(the "Subscription Amount", plus wire fees if applicable)

Please complete if purchasing as agent or trustee for a principal (beneficial purchaser) (a "Disclosed Principal") and not purchasing as trustee or agent for accounts fully managed by it.

(Name of Disclosed Principal)

(Address of Disclosed Principal)

(Account Reference, if applicable)

(SIN, SSN, or other Tax Identification Number of Disclosed Principal)

Register the Shares as set forth below:

INDIGICO LIMITED PARTNERSHIP

(Name to Appear on Share Certificate)

(Account Reference, if applicable)

Indigico LP c/o Pitblado LLP

2500 – 360 Main Street, Winnipeg MB R3C 4H6

(Address, including postal or zip code)

Deliver the Shares as set forth below:

Indigico LP c/o Pitblado LLP ATTN: Howard Morry

(Attention - Name)

(Account Reference, if applicable)

2500 – 360 Main Street, Winnipeg MB R3C 4H6

(Street Address, including postal or zip code – no PO Boxes permitted)

1-204-953-0530

(Telephone Number)

Number and kind of securities of the Issuer held, directly or indirectly, or over which control or direction is exercised by, the Subscriber, if any (i.e., shares, warrants, options):

ACCEPTANCE

The Issuer hereby accepts the Subscription (as defined herein) on the terms and conditions contained in this private placement subscription agreement (this "**Agreement**") as of the ____ day of December, 2018 (the "**Closing Date**").

BEVCANNA ENTERPRISES INC.

Per: "John Campbell"
Authorized Signatory

Address: 1672 West 2nd Avenue
Vancouver, BC V6J 1H4

TERMS AND CONDITIONS OF SUBSCRIPTION FOR SHARES

1. Subscription

1.1 On the basis of the representations and warranties, and subject to the terms and conditions, set forth in this Agreement, the Subscriber hereby irrevocably subscribes for and agrees to purchase such number of Shares of the Issuer as is set forth on page 2 of this Agreement (the “**Shares**”) at a price of \$0.50 per Purchased Share for the Subscription Amount shown on page 2 of this Agreement, which is tendered herewith (such subscription and agreement to purchase being the “**Subscription**”), and the Issuer accepts this Agreement and agrees to sell the Shares to the Subscriber (the “**Offering**”).

1.2 All dollar amounts referred to in this Agreement are in lawful money of Canada, unless otherwise indicated.

2. Payment

2.1 The Subscriber will pay the Subscription Amount to the Issuer at the Closing (as defined herein) by certified cheque or bank draft drawn on a Canadian chartered bank, or by wire transfer to the Issuer pursuant to wiring instructions to be provided by the Issuer upon request from the Subscriber.

3. Documents Required from Subscriber

3.1 The Subscriber must complete, sign and return to the Issuer the following documents:

- (a) this Agreement;
- (b) the Canadian Investor Questionnaire (the “**Canadian Questionnaire**”) attached as Exhibit A that starts on page 17;
- (c) if the Subscriber is a U.S. Purchaser (as defined in Exhibit B), the United States Accredited Investor Questionnaire (the “**U.S. Questionnaire**” and, together with the Canadian Questionnaire, the “**Questionnaires**”) attached as Exhibit B that starts on page 31;
- (d) a duly signed subscription agreement (the “**Naturo Subscription Agreement**”) executed by the Subscriber for 2,812,500 units of Naturo Group Investments Inc. (“**Naturo**”), with each unit consisting of one Series A Preferred Share in the capital of Naturo and 0.444444 share purchase warrants, with each whole warrant entitling the holder to purchase one Series A Preferred Share in the capital of Naturo;
- (e) a duly signed share transfer agreement between Naturo and the Subscriber, whereby Naturo agrees to transfer 2,000,000 common shares in the capital of the Issuer at a price of \$0.25 per common share for a total purchase price of \$500,000 (the “**Share Transfer Agreement**”);
- (f) a duly signed independent consultant agreement (the “**Consultant Agreement**”) between the Issuer and the Subscriber;
- (g) a duly completed consent to act as director from the Initial Nominee (as defined herein); and
- (h) such other supporting documentation that the Issuer or Clark Wilson LLP (the “**Issuer’s Counsel**”) may request to establish the Subscriber’s qualification as a qualified investor,

and the Issuer acknowledges receipt of all of such documents.

3.2 As soon as practicable upon any request by the Issuer, the Subscriber will complete, sign and return to the Issuer any additional documents, questionnaires, notices and undertakings as may be required by any regulatory authorities or applicable laws.

3.3 The Issuer and the Subscriber acknowledge and agree that the Issuer's Counsel has acted as counsel only to the Issuer and is not protecting the rights and interests of the Subscriber. The Subscriber acknowledges and agrees that the Issuer and the Issuer's Counsel have given the Subscriber the opportunity to seek, and are hereby recommending that the Subscriber obtain, independent legal advice with respect to the subject matter of this Agreement and, further, the Subscriber hereby represents and warrants to the Issuer and the Issuer's Counsel that the Subscriber has sought independent legal advice or waives such advice.

4. Conditions and Closing

4.1 The closing of the Offering (the "**Closing**") will occur on the date of this Agreement (the "**Closing Date**").

4.2 Closing of the Offering is conditional upon delivery of the following documents:

- (a) an original signed share certificate representing the Shares, registered in the name of the Subscriber;
- (b) certified copies of: (i) the constating documents of the Issuer; and (ii) all resolutions of the board of directors of the Issuer (the "**Board**") approving the entry into and the performance of this Agreement and the transactions contemplated hereby;
- (c) the Naturo Subscription Agreement, fully executed;
- (d) the Share Transfer Agreement, fully executed;
- (e) the Consultant Agreement, fully executed; and
- (f) evidence that the Board has been reconstituted to include Phil Fontaine (the "**Initial Nominee**").

5. Acknowledgements and Agreements of the Subscriber

5.1 The Subscriber acknowledges and agrees that:

- (a) The Subscriber has been furnished with all information, financial and otherwise, concerning the business, affairs and financial position of the Corporation necessary to make an informed decision to purchase the Shares and the Subscriber acknowledges that such information has not been furnished pursuant to any form of written material which is, or may be construed as, an offering memorandum as that term is defined in applicable securities legislation as from time to time amended, and regulations and rules prescribed thereto.
- (b) The Subscriber is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters such that it is capable of evaluating the merits and risks of the investment in the Shares.

- (c) The issuance of the Shares will be made pursuant to the exemptions from the prospectus requirements of applicable securities legislation and therefore:
 - (i) the Subscriber is restricted from using most of the civil remedies available under applicable securities legislation;
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under applicable securities legislation;
 - (iii) the Corporation is relieved from certain obligations that would otherwise apply under applicable securities legislation;
 - (iv) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Shares;
 - (v) there is no government or other insurance covering the Shares; and
 - (vi) there are risks associated with the purchase of the Shares.
- (d) No prospectus has been filed by the Corporation with any securities commissions or any other regulatory authorities in connection with the issuance of the Shares.
- (e) The Articles of the Corporation contain restrictions on the transfer of the Shares which provide that, while the Corporation is not a “reporting issuer” as defined in applicable securities laws, no shares may be transferred without the approval of the board of directors.
- (f) An investment in the Corporation is highly speculative and only investors who can afford the loss of their entire investment should consider investing in the Corporation and the Shares.
- (g) The Offering has not been and will not be registered under the United States Securities Act of 1933, as amended (the “**1933 Act**”), or the securities laws of any state and the Corporation has no obligation to do so, and the Shares may not be offered or sold in the United States unless registered under the 1933 Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available. In any event, all transfers of Shares are subject to the approval of the board of directors of the Corporation.

5.2 The Subscriber represents and warrants to the Corporation and acknowledges and agrees that the Corporation will rely upon such representations and warranties in determining whether or not to accept this Subscription, that:

- (a) The Subscriber is purchasing the Shares as principal for its own account for investment purposes only, not for the benefit of another person and not with a view to the resale or distribution of all or any of the Shares.
- (b) If the Subscriber is a resident in an international jurisdiction (being a jurisdiction outside of Canada and the United States):
 - (i) the Subscriber is knowledgeable of, or has been independently advised as to, applicable securities legislation of such international jurisdiction which would apply to this subscription agreement, if any;

- (ii) the Subscriber is purchasing the Shares pursuant to an applicable exemption from any prospectus, registration or similar requirements under the applicable securities laws of such international jurisdiction, or, if such is not applicable, the Subscriber is permitted to purchase the Shares under the applicable securities laws of the international jurisdiction without the need to rely on exemptions; and
 - (iii) the applicable securities laws of the international jurisdiction do not require the Corporation to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the international jurisdiction.
- (c) The Subscriber has sought no advice from the Corporation in relation to the investment in the Shares of the Corporation or any of its affiliates, associates, insiders, officers, promoters or directors and neither the Corporation nor any of its affiliates, associates, insiders, officers, promoters or directors has provided any advice to the Subscriber in relation to such purchase.
- (d) The Subscriber is of the age of majority (if the Subscriber is an individual) and is under no legal impediment to transact and is not acting as nominee for any person or company, and will be the sole beneficial owner of the Shares.
- (e) If the Subscriber is a US Person, as that term is defined in Regulation S of the 1933 Act, the Subscriber will complete Exhibit B that starts on page 31.
- (f) The certificates representing the Shares sold pursuant to this Subscription will be "restricted shares", as contemplated under 1933 Act.
- (g) The Subscriber hereby acknowledges that the Offering has not been reviewed by the United States Securities and Exchange Commission or any provincial securities commission.
- (h) No person has made to the Subscriber any written or oral representations:
 - (i) that any person will resell or repurchase the Shares;
 - (ii) that any person will refund the purchase price of the Shares;
 - (iii) as to the future price or value of the Shares; or
 - (iv) that the Shares will be listed and traded on a stock exchange or that application has been made to list the shares for trading on a stock exchange.
- (i) The Subscriber understands and acknowledges that the Corporation is not currently a reporting issuer in any jurisdiction in Canada and as a result the hold period to which the Shares are subject will be indefinite in every jurisdiction in which the Shares are issued, until the Corporation becomes a reporting issuer in such jurisdiction. There is no assurance that the Corporation will ever become a reporting issuer in the future. The Subscriber further understands that these resale restrictions may be legended on the certificates representing the Shares and the Subscriber agrees to comply with such resale restrictions.
- (j) The Subscriber acknowledges and consents to the collection and retention by the Corporation of certain information, including personal information, regarding the Subscriber and the Subscriber's subscription, including the Subscriber's name, address, telephone number and email address, the number of Shares purchased, and any control persons of the Subscriber. The Subscriber acknowledges and agrees that this information will be retained on the share register of the Corporation which may be available for

inspection by the public. The Subscriber further consents and agrees to the release of this information to the securities regulatory authorities as required by law and regulatory policies.

- (k) The Subscriber acknowledges that it has been encouraged to obtain independent professional counsel and advice from lawyers, accountants and others as needed in connection with this Subscription and the Subscriber is solely responsible for complying with applicable resale restrictions and the Corporation is not in any manner responsible for ensuring compliance by the Subscriber with such resale restrictions.

6. Representations and Warranties of the Issuer

6.1 The Issuer represents and warrants to the Subscriber that the statements contained in Section 6 are true and correct as of the date hereof, and acknowledges and agrees that the Subscriber has relied upon such representations and warranties in determining whether or not to make this Subscription:

- (a) **Corporate Standing.** The Issuer and the Subsidiary (as defined herein) are valid and subsisting corporations under the laws of British Columbia. The Issuer and the Subsidiary are each duly qualified or registered to transact business in each jurisdiction to the extent required under any governmental laws (statutory or common), rules, ordinances, regulations, grants, concessions, franchises, licenses, orders, directives, judgments, decrees, and other governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature, having application, directly or indirectly, to the Issuer or the Subsidiary, as applicable ("**Applicable Laws**").
- (b) **Power and Authority.** The Issuer has all requisite corporate power, authority and approvals to allot, create and issue the Shares, to enter into this Agreement and to perform all of its obligations hereunder, and this Agreement has been duly executed and delivered by the Issuer and constitutes legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with its terms.
- (c) **Securities Authorities.**
 - (i) No securities commissions or other similar regulatory bodies of any applicable province or territory of Canada (each a "**Canadian Securities Commission**") or similar regulatory authority has issued any order preventing or suspending trading of any securities of the Issuer and no such proceeding is, to the knowledge of the Issuer, pending, contemplated or threatened;
 - (ii) subject to the accuracy of the representations and warranties of the Subscriber herein, the Issuer is entitled to avail itself of the applicable prospectus exemptions available under the *Securities Act* (British Columbia) (the "**Securities Act**") in respect of the issuance of the Shares to the Subscriber as contemplated by this Agreement; and
 - (iii) no authorization, approval or consent of any court or national, central, federal, provincial, state, municipal, county or other government or regional authority, whether executive, legislative or judicial, or any ministry, department, commission, bureau, board, administrative or other agency or regulatory body or instrumentality thereof (each a "**Governmental Authority**") is required to be obtained by the Issuer in connection with the issuance of the Shares or the completion by the Issuer of the other transactions contemplated by this Agreement, except that the Issuer is required to complete and file a Form 45-

106F1 report with the applicable Canadian Securities Commissions following the Closing.

- (d) **Issuance of the Shares.** Upon receipt of the Subscription Amount, the Shares shall be duly and validly created, authorized and issued by the Issuer on the Closing Date as fully paid and non-assessable.
- (e) **Form of Certificate.** The form and terms of the share certificate representing the Shares of the Issuer have been approved by the Board and are in due and proper form under all Applicable Laws.
- (f) **Encumbrances.** Once issued in accordance with the terms and conditions hereof, the Shares shall be issued to the Subscriber free of all liens, mortgages, charges, security interests, pledges, demands, pre-emptive rights, encumbrances or other adverse claims of any kind whatsoever, other than any encumbrances created by, through or under the Subscriber.
- (g) **Execution and Delivery.** The execution and delivery of this Agreement and the completion by the Issuer of the transactions contemplated hereby do not and will not:
 - (i) result in any breach of, or constitute a default under, and do not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, any term or provision of the Articles, Notice of Articles or resolutions (whether of the directors, a committee of the directors or the shareholders) of the Issuer, any Applicable Laws, any indenture, mortgage, note, contract, agreement (written or oral), instrument, lease or other document to which the Issuer or the Subsidiary are parties or by which either is bound, or any judgment, decree, order, statute, rule, policy, instrument or regulation applicable to the Issuer or the Subsidiary; or
 - (ii) create a right for any other party to terminate, accelerate or in any way alter any other rights existing under any indenture, mortgage, note, contract, agreement (written or oral), instrument, lease or other document to which the Issuer or the Subsidiary is a party.
- (h) **Corporate Records.** The corporate records and minute book of the Issuer and the Subsidiary have been made available to the Subscriber for review, and are complete and true and correct in all material respects and contain copies of the constating documents of the Issuer and the Subsidiary and minutes of all meetings of the directors, committees of directors and shareholders of the Issuer and the Subsidiary and of all written resolutions of such directors, committees and shareholders, and all such meetings were duly called and properly held and all such resolutions were properly adopted.
- (i) **No Defaults Under Laws.** Neither the Issuer nor the Subsidiary has received any notice of, or is in default or violation of, any order, rule, regulation, writ, injunction or decree of any court or Governmental Authority or any Applicable Law which could reasonably be expected to have a material adverse effect on the Issuer or the Subsidiary or that could restrict the ability of the Issuer to complete the Offering.
- (j) **No Defaults Under Contracts.** Neither the Issuer nor the Subsidiary is in breach or default, or has received any notice of default or violation, or is aware of any potential or threatened notice of alleged default or violation, of the provisions of any contracts, agreements, indentures or instruments to which it is a party, except to the extent that any breach, default or violation, individually or in the aggregate, does not and is not reasonably

expected to result in a material adverse effect on the Issuer and the Subsidiary on a consolidated basis.

- (k) **No Defaults by Others.** To the knowledge of the Issuer, no other party is in default in the observance or performance of any term or obligation to be performed by it under any contract to which the Issuer or the Subsidiary is a party or by which it is bound which is material to the business of the Issuer or the Subsidiary and no event has occurred which with notice or lapse of time or both would directly or indirectly constitute such a default, in any such case which default or event could not reasonably be expected to have a material adverse effect on the Issuer or the Subsidiary.
- (l) **Registrations.** Each of the Issuer and the Subsidiary has all requisite powers and authorities and has all necessary material registrations, licenses and permits to carry on its business as now conducted by it and to own, lease and operate its properties and assets and all such licenses, registrations or qualifications are valid and existing in good standing in all material respects.
- (m) **Subsidiaries.** The Issuer has no subsidiaries other than BevCanna Operating Corp., a British Columbia corporation (the "**Subsidiary**"). The Subsidiary is a wholly-owned subsidiary of the Issuer, and no other person or entity has any right to acquire any equity interests in the Subsidiary.
- (n) **Partnerships or Joint Ventures.** Except as disclosed in writing to the Subscriber, neither the Issuer nor the Subsidiary is a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind, nor is the Issuer or the Subsidiary a party to any agreement under which the Issuer or the Subsidiary agrees to carry on any part of its business or any other activity in such manner or by which the Issuer or the Subsidiary agrees to share any revenue or profit with any other person.
- (o) **Financial Statements.** The management prepared financial statements of the Issuer for the period ended October 31, 2018 and year ended December 31, 2017 (the "**Financial Statements**") have been prepared in accordance with International Financial Reporting Standards and fairly, completely and accurately present in all material respects the financial position of the Issuer and its results of operations as at the dates thereof. Neither the Issuer nor the Subsidiary have any material assets nor material liabilities or obligations (absolute, accrued, contingent or otherwise), except as acquired or incurred in the normal course of business since October 31, 2018 or as disclosed in writing to the Subscriber before the date hereof or set out in the most recent financial statements of the Issuer and the Subsidiary delivered to the Subscriber. No material adverse change in the financial condition, business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise), liabilities (contingent or otherwise), or cash flows of the Issuer and the Subsidiary on a consolidated basis has occurred since October 31, 2018.
- (p) **Environmental Compliance.** To the knowledge of the Issuer (after inquiry that is consistent with reasonable environmental compliance practices), each of the Issuer and the Subsidiary has conducted, and is conducting, its business in compliance in all material respects with all Applicable Laws or other lawful requirements of any Governmental Authority of each jurisdiction in which it carries on business relating to the protection of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substance or the licensing thereof ("**Environmental Laws**").
- (q) **Notice of Environmental Actions.** Neither the Issuer nor the Subsidiary has:

- (i) received any notice of, or been prosecuted for, an offence alleging non-compliance with any Environmental Laws,
 - (ii) settled any allegation of non-compliance short of prosecution, and
 - (iii) received notice of any orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Issuer or the Subsidiary.
- (r) **No Spills.** To the knowledge of the Issuer (after inquiry that is consistent with reasonable environmental practices) there has not occurred any spills, emissions or pollution of any property of the Issuer or the Subsidiary, or for which the Issuer or the Subsidiary is or may be responsible, nor is the Issuer or the Subsidiary the subject of any outstanding stop orders, control orders, clean-up orders or reclamation orders under applicable environmental laws and regulations that have not otherwise been remedied in accordance with Environmental Laws or sound business practices, as applicable.
- (s) **Share Capital.** The share capital of the Issuer consists of an unlimited number of Shares, of which, as of the date hereof and prior to the completion of the Offering, 86,501,650 Shares (and no shares of any other class) are issued and outstanding.
- (t) **Not Reporting Issuer.** The Issuer is not a “reporting issuer” under applicable securities laws and none of its securities are listed for trading on any stock exchange.
- (u) **Transfer Restrictions.** Other than the voluntary pooling agreement (the “**Voluntary Pooling Agreement**”) dated September 13, 2018 among the Issuer, the Subsidiary, the Issuer’s Counsel, as pooling agent, and certain shareholders of the Issuer, there are no restrictions on the transfer of the Shares contained in any agreement or instrument to which the Issuer is a party or by which it is bound, other than as set out in the Articles of the Issuer, as contemplated herein and the restrictions imposed by applicable securities laws.
- (v) **Entitlements.** No person (other than the Subscriber) has any agreement with the Issuer or any privilege, warrant, convertible security or option exercisable against the Issuer or any right capable of being an agreement with the Issuer for the purchase of any Shares or any agreement with the Issuer or any privilege, warrant, convertible security or option exercisable against the Issuer or any right capable of becoming an agreement with the Issuer for the purchase, subscription or issuance of any unissued shares or any other securities of the Issuer, except for the Shares issuable to John Campbell pursuant to the Management Services Agreement dated June 1, 2018.
- (w) **Payment of Taxes.** Neither the Issuer nor the Subsidiary has any current obligations to file any reports or returns respecting taxes, duties, royalties, or other fees, charges or levies of any nature and kind with any taxing or regulatory authority to whom the Issuer or the Subsidiary or its business or the assets are subject; the Issuer and the Subsidiary have paid all taxes, governmental charges, penalties, interest and other fines due and payable by it and which are claimed by any Governmental Authority to be due and owing and adequate provision has been made for taxes payable for any fiscal period for which tax returns are not yet required and there are no agreements, waivers, or other arrangements providing for an extension of time with respect to the filing of any tax return or payment of any tax, governmental charge or deficiency by the Issuer or the Subsidiary and there are no actions, suits, proceedings, investigations or claims threatened or pending against the Issuer or the Subsidiary in respect of taxes, governmental charges or assessments or any matters under discussion with any Governmental Authority relating to taxes, governmental charges or

assessments asserted by any such authority. The Issuer and the Subsidiary have withheld all amounts required to be withheld by it from payments made to employees or non-residents of Canada and has remitted such amounts to the applicable Governmental Authority within the time required.

- (x) **Tax Issues.** The Issuer and the Subsidiary have established adequate reserves for taxes, to the extent that such reserves are required to be reserved, and there are no liens for taxes on the assets of the Issuer or the Subsidiary, except for taxes not yet due, and there are no audits of any of the tax returns of the Issuer or the Subsidiary which are known by the Issuer or the Subsidiary to be pending, and there are no claims which have been or may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any Governmental Authority of any deficiency which would have a material adverse effect on the Issuer or the Subsidiary.
- (y) **Licenses.** Each of the Issuer and the Subsidiary owns, possesses or has obtained, and is in material compliance with, all licences, permits, certificates, orders, grants, registrations, consents, approvals and other authorizations of or from any Governmental Authority necessary to conduct its businesses.
- (z) **Intellectual Property.**
 - (i) **“Intellectual Property”** means intellectual property rights, including: (A) all patents, patent rights, inventions, industrial designs and licenses; (B) trademarks, service marks, trade dress, trade names, corporate names, logos, slogans and Internet domain names, together with all goodwill associated with each of the foregoing; (C) copyrights and copyrightable works in whatever form or medium; (D) registrations, applications and renewals for any of the foregoing; (E) proprietary computer software (including but not limited to data, data bases and documentation); and (F) trade secrets, confidential information and knowhow;
 - (ii) the Issuer and the Subsidiary has the right to use, or is the registered owner of all right, title and interest in and to the Intellectual Property as is necessary to conduct the business of the Issuer and the Subsidiary as it is currently conducted except where the failure to have such rights could not: (A) have a material adverse effect on the Issuer, or (B) have a material adverse effect on the Subsidiary;
 - (iii) to the knowledge of the Issuer:
 - (A) the conduct of the business of the Issuer or the Subsidiary does not infringe, violate or misappropriate upon the trademarks, trade names, patents or copyrights, domestic or foreign, or any other Intellectual Property, of any other person, except where such infringement could not: (I) have a material adverse effect on the Issuer, or (II) have a material adverse effect on the Subsidiary,
 - (B) the Intellectual Property which is not owned by the Issuer or the Subsidiary is being used by the Issuer or the Subsidiary only with the consent of or license from the rightful owner thereof, and all such licences are in full force and effect, except where the failure to have such consent or license could not: (I) have a material adverse effect on the Issuer, or (II) have a material adverse effect on the Subsidiary, and
 - (C) there does not exist any claim of adverse ownership, invalidity or any other opposition to or conflict with any Intellectual Property as is

necessary to conduct the business of the Issuer or the Subsidiary, nor any pending or threatened suit, proceeding, claim, demand, action or investigation of any nature or kind against the Issuer or the Subsidiary relating to any Intellectual Property, except where such suit, proceeding, claim, demand, action or investigation could not: (I) have a material adverse effect on the Issuer, or (II) have a material adverse effect on the Subsidiary; and

- (iv) there are no Intellectual Property disputes, settlement negotiations, settlement agreements or communications relating to the foregoing between the Issuer or the Subsidiary and any other persons relating to or potentially relating to the business of the Issuer or the Subsidiary, which have not been resolved.
- (aa) **Insider Debt.** None of the directors, former directors, officers, former officers, shareholders, former shareholders or employees of the Issuer or the Subsidiary or any person or Issuer not dealing at arm's length with any of the foregoing is indebted to the Issuer or the Subsidiary.
- (bb) **Shareholder Rights.** The Issuer does not have in place a shareholder rights protection plan and, to the knowledge of the Issuer, as at the date hereof and except as contemplated herein, other than the Voluntary Pooling Agreement, neither the Issuer nor any of its shareholders is a party to any shareholders agreement, pooling agreement, voting trust or similar type of arrangements in respect of outstanding securities of the Issuer.
- (cc) **Powers of Attorney.** Neither the Issuer nor the Subsidiary has granted to any person a general or special power of attorney other than in the ordinary course of its business.
- (dd) **Guarantees.** Other than the Issuer and the Subsidiary's obligations under any indemnity agreements entered into with the directors and officers of the Issuer or the Subsidiary and except as contemplated herein, neither the Issuer nor the Subsidiary is a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any person or other entity.
- (ee) **Corrupt Practices.** Neither the Issuer, the Subsidiary, nor, to the knowledge of the Issuer, any person acting on behalf of the Issuer or the Subsidiary, or any of its directors, officers, agents, employees or other persons associated with the Issuer or the Subsidiary:
 - (i) has used any funds of such entity for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity;
 - (ii) has violated or is in violation of any provision of the *Corruption of Foreign Public Officials Act* (Canada), or any other similar anti-corruption laws applicable to such person;
 - (iii) has made, directly or indirectly, any unlawful payment or offer or promise to pay any money, gift or anything of value to any foreign public official (as defined in the *Corruption of Foreign Public Officials Act* (Canada)), domestic official or employee; or
 - (iv) has made, directly or indirectly, any illegal bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

- (ff) **Disclosure.** No representation or warranty or other statement made by the Issuer in this Agreement in connection with the Offering contains any untrue statement or omits to state a material fact necessary to make any of them, in light of the circumstances in which it was made, not misleading. The Issuer is not aware of any fact, condition or circumstance that may materially and adversely affect the assets, liabilities, business, prospects, condition or results of operations of the Issuer or Subsidiary or its business that has not been previously disclosed to the Subscriber in writing.
- (gg) **Lease.** Under the lease agreement (the “**Lease**”) dated June 12, 2018, as amended on August 24, 2018, among Naturo, Naturo Springs Inc. and the Issuer, the Issuer has access to the Aquifer (as defined in the Lease) and such access is sufficient for the current and planned future business operations of the Issuer in all material respects.

7. Board Nomination Rights

7.1 Upon completion of the Offering, the Board shall consist of six directors comprised of Marcello Leone, John Campbell, Martino Ciambrelli, Bill Marcus, Howard Blank and the Initial Nominee (the Initial Nominee, as well as any other individuals designated by the Subscriber pursuant to Sections 7.2, 7.3, or 7.4 from time to time, the “**IndigiCo Nominees**”).

7.2 Subject to Section 7.3, at the next annual general or special meeting of the Issuer's shareholders at which directors of the Issuer are elected and at each annual general or special meeting of the Issuer's shareholders at which directors of the Issuer are elected thereafter, the notice of meeting and any management circular delivered to the Issuer's shareholders for such meeting will propose the nomination for election to the Board of one person designated by the Subscriber, and the Issuer shall use its reasonable commercial efforts to obtain shareholder approval for the election of such nominee to the Board (the “**Nomination Right**”).

7.3 The Subscriber's right under Section 7.2 to designate a person to serve as a director of the Issuer shall cease upon the earlier of the following two events: (a) if the shareholdings of the Subscriber and its affiliates in the Issuer represent less than 2% of the issued and outstanding Shares on a non-diluted basis; and (b) a period of 2 years from the Closing has elapsed. In the event that the Subscriber's right to designate a director is terminated under this Section 7.3 or otherwise, the Subscriber will, on the request by the Issuer, promptly cause the IndigiCo Nominee to resign as a director of the Issuer.

7.4 The Subscriber may from time to time designate a successor for any person appointed or elected as a director on the Board in accordance with this Section 7 in the event such appointed or elected director ceases to be a director between shareholders' meetings for any reason. In such event, the Issuer will cause the appointment of such successor director to fill the vacancy in the Board caused by such appointed or elected director ceasing to be a director of the Issuer.

7.5 The Issuer shall provide reasonable notice to the Subscriber of any upcoming shareholders' meetings and shall request that the Subscriber designate the IndigiCo Nominee to be elected at such meeting. If the Subscriber fails to provide notice to the Issuer of the persons to be nominated for election within ten days following the request for such designation by the Issuer, then the incumbent IndigiCo Nominee shall be deemed to be the person designated by the Subscriber for the purposes of the applicable shareholders' meeting.

7.6 Any person designated or nominated under this Section 7 must have the qualifications to serve as a director under Applicable Law.

8. Standstill

8.1 Without the prior written consent of the Subscriber, not to be unreasonably withheld, the Issuer will not, from the execution date of this Agreement until the earlier of: (a) the date on which the Shares are listed on a recognized stock exchange in North America; or (b) December 31, 2019, directly or indirectly, sell, or offer to sell, or

announce the offering of, or enter into or make any agreement or understanding, or announce the making or entry into of any agreement or understanding, to issue, sell or exchange any Shares, preferred shares, securities, convertible debt or securities exchangeable or convertible into Shares, except in conjunction with: (i) the grant or exercise of stock options and other similar issuances pursuant to any share incentive plan of the Issuer and other share compensation arrangements; (ii) exercise of outstanding warrants; (iii) obligations in respect of existing agreements, including the Issuer's obligations under the Management Services Agreement between the Issuer and John Campbell dated June 1, 2018; (iv) the issuance of securities in connection with property or share acquisition in the normal course of business; and (v) obligations in respect of a future agreement with respect to an acquisition, strategic relationship, joint venture or other commercial arrangement. The Issuer will provide not fewer than two (2) day's written notice to the Subscriber prior to any issue, sale, or exchange of any securities pursuant to the exemptions listed in (i) to (v) of this Section 8.1.

9. Miscellaneous Provisions:

9.1 No investigations made by or on behalf of a party to this Agreement at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by the other party to this Agreement.

9.2 This is the entire agreement between the parties respecting the purchase of Shares hereunder and there are no other covenants or representations made by the Corporation or any directors, insiders, officers, promoters or shareholders of the Corporation to the Subscriber.

9.3 This Agreement will be construed and enforced exclusively in accordance with the laws of the Province of British Columbia and the rights and remedies of the parties will be determined in accordance with those laws.

9.4 Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa, and where applicable, a company.

9.5 This Subscription has been given for valuable consideration and is irrevocable, except with the written consent of the Corporation.

9.6 This Agreement may be executed in counterpart and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

9.7 Time shall be of the essence of this Agreement.

9.8 Except as otherwise provided herein, this Agreement may only be amended by the parties in writing.

9.9 None of the representations, warranties contained in this Agreement on the part of each of the parties hereto shall merge upon closing of the Offering, and all such representations and warranties will survive the closing of the Offering.

9.10 The terms, provisions, covenants and conditions contained in this Agreement which, by their terms, require their performance by either party hereto after the Closing or after the expiration or other termination of this Agreement will be and remain enforceable notwithstanding the Closing or the expiration or other termination of this Agreement for any reason whatsoever, as applicable.

9.11 Wherever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, or regulation against which the parties have no legal right to contract, the latter will prevail;

but in such event the provision of this Agreement thus affected will be curtailed and limited only to the extent necessary to bring it within the requirements of the law. If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstance will, at any time or to any extent, be invalid, illegal, voidable, or unenforceable, then the remainder of this Agreement or the application thereof to persons or circumstances other than those as to whom it is held invalid, illegal, voidable, or unenforceable will not be affected thereby, and each term, provision, covenants, and condition of this Agreement will be and remain valid and enforceable to the fullest extent permitted by law. If any tribunal or Court of competent jurisdiction deems any provision hereof (other than for the payment of money) unreasonable, then the said tribunal or Court may declare a reasonable modification hereof, and this Agreement will be valid and enforceable, and the parties hereto will be bound by and perform the same, as so modified.

[End of Subscription Agreement]

EXHIBIT A

CANADIAN INVESTOR QUESTIONNAIRE

(ALBERTA, BRITISH COLUMBIA, MANITOBA, NEWFOUNDLAND AND LABRADOR, NEW BRUNSWICK, NOVA SCOTIA, ONTARIO, PRINCE EDWARD ISLAND, QUEBEC, AND SASKATCHEWAN)

TO: BevCanna Enterprises Inc. (the “**Issuer**”)

RE: Purchase of common shares (the “**Shares**”) of the Issuer

Capitalized terms used in this Questionnaire and not specifically defined have the meaning ascribed to them in the Private Placement Subscription Agreement between the Subscriber and the Issuer to which this Exhibit A is attached.

In connection with the purchase by the Subscriber of the Shares, the Subscriber hereby represents, warrants and certifies to the Issuer that the Subscriber:

- (i) is purchasing the Shares as principal (or deemed principal under the terms of National Instrument 45-106 - *Prospectus Exemptions* adopted by the Canadian Securities Administrators (“**NI 45-106**”));
- (ii) (A) is resident in or is subject to the laws of one of the following (check one):
 - Alberta New Brunswick Prince Edward Island
 - British Columbia Nova Scotia Quebec
 - Manitoba Ontario Saskatchewan
 - Newfoundland and Labrador
 - United States: _____ (List State of Residence)
- or
- (B) is resident in a country other than Canada or the United States; and
- (iii) has not been provided with any offering memorandum in connection with the purchase of the Shares.

In connection with the purchase of the Shares of the Issuer, the Subscriber hereby represents, warrants, covenants and certifies that:

I. ALL SUBSCRIBERS PURCHASING UNDER THE “ACCREDITED INVESTOR” EXEMPTION

- (a) the Subscriber is an “accredited investor” within the meaning of NI 45-106, by virtue of satisfying one of the following criterion (please initial or place a check-mark on the appropriate line below):

FOR INDIVIDUALS (i.e. a natural person and not a corporation, partnership, trust or other entity)

- (i) an individual who, either alone or with a spouse, beneficially owns financial assets (please see the definition and guidance below regarding what are financial assets) having an aggregate realizable value that before taxes, but net of any related liabilities (please see the definition and guidance below regarding what are related liabilities), exceeds \$1,000,000; **[PLEASE ALSO COMPLETE THE RISK ACKNOWLEDGEMENT FORM ATTACHED AS APPENDIX A]**
- (ii) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year; **[PLEASE ALSO COMPLETE THE RISK ACKNOWLEDGEMENT FORM ATTACHED AS APPENDIX A]**
- (iii) an individual who, either alone or with a spouse, has net assets (please see the guidance below regarding calculating net assets) of at least \$5,000,000; **[PLEASE ALSO COMPLETE THE RISK ACKNOWLEDGEMENT FORM ATTACHED AS APPENDIX A]**
- (iv) an individual who beneficially owns financial assets (please see the definition and guidance below regarding what are financial assets) having an aggregate realizable value that before taxes, but net of any related liabilities (please see the definition and guidance below regarding what are related liabilities), exceeds \$5,000,000;

FOR CORPORATIONS, PARTNERSHIPS, TRUSTS OR OTHER ENTITIES

- (iv) a person, other than an individual or investment fund, that has net assets (please see the guidance below regarding calculating net assets) of at least \$5,000,000 as shown on its most recently prepared financial statements in accordance with applicable generally accepted accounting principles and that has not been created or used solely to purchase or hold securities as an accredited investor as defined in this Section I(iv);
- (v) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;
- (vi) a trust established by an accredited investor for the benefit of the accredited investor’s family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor’s spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor’s spouse or of that accredited investor’s former spouse;

REGISTERED DEALERS

- (vii) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the Securities Act (Ontario) or the Securities Act (Newfoundland and Labrador);

- (viii) an entity organized in a foreign jurisdiction that is analogous to the entity referred to in Section I(vii) in form and function;
- (ix) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in Section I(vii);
- (x) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor;
- (xi) a person acting on behalf of a fully managed account managed by that person, if that person
 - (A) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and
 - (B) in Ontario, is purchasing a security that is not a security of an investment fund;

INVESTMENT FUNDS

- (xii) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;
- (xiii) an investment fund that distributes or has distributed its securities only to:
 - (A) a person that is or was an accredited investor at the time of the distribution,
 - (B) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment] of NI 45-106, or 2.19 [Additional investment in investment funds] of NI 45-106, or
 - (C) a person described in paragraph (A) or (B) that acquires or acquired securities under section 2.18 [Investment fund reinvestment] of NI 45-106;

OTHER CATEGORIES

- (xiv) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
- (xv) a trust company or trust company registered or authorized to carry on business under the Trust and Loan Companies Act (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust company, as the case may be;
- (xvi) a Canadian financial institution, or a Schedule III bank.

OR

II. SUBSCRIBERS PURCHASING UNDER THE “FAMILY, FRIENDS AND BUSINESS ASSOCIATES” EXEMPTION

- (a) the Subscriber is (please initial or place a check-mark on the appropriate line below and provide the requested information, as applicable):

- (i) a director, executive officer or control person of the Issuer, or of an affiliate of the Issuer,
- (ii) a spouse, parent, grandparent, brother, sister, child or grandchild of _____ (*print name of person*), who is a director, executive officer or control person of the Issuer or of an affiliate of the Issuer,
- (iii) a parent, grandparent, brother, sister, child or grandchild of the spouse of _____ (*print name of person*), who is a director, executive officer or control person of the Issuer or of an affiliate of the Issuer,
- (iv) _____ a close personal friend (*see guidance on making this determination that starts on page 22 below*) of _____ (*print name of person*), who is a director, executive officer, founder or control person of the Issuer, or of an affiliate of the Issuer, and has been for _____ years based on the following factors:

_____ (*explain the nature of the close personal friendship*),
- (v) a close business associate (*see guidance on making this determination that starts on page 22 below*) of _____ (*print name of person*), who is a director, executive officer, founder or control person of the Issuer, or of an affiliate of the Issuer, and has been for _____ years based on the following factors

_____ (*explain the nature of the close business association*),
- (vi) a founder of the Issuer or a spouse, parent, grandparent, brother, sister, child, grandchild, close personal friend or close business associate (*see guidance on making these determinations that starts on page 22 below*) of _____ (*print name of person*), who is a founder of the Issuer, and, if a close personal friend or close business associate of such person, has been for _____ years based on the following factors:

_____ (*explain the nature of the close personal friendship or business association*),
- (vii) a parent, grandparent, brother, sister, child or grandchild of the spouse of _____ (*print name of person*), who is a founder of the Issuer,

- (viii) a company of which a majority of the voting securities are beneficially owned by, or a majority of the directors are, persons or companies described in subsections II(a)(i) to II(a)(vii) above, or
 - (ix) a trust or estate of which all of the beneficiaries or a majority of the trustees or executors are persons or companies described in subsections II(a)(i) to II(a)(vii) above;
- (b) if the Subscriber is resident in the Province of Ontario or is subject to the securities laws of the Province of Ontario, the Subscriber has provided the Issuer with a signed risk acknowledgement form *(to be provided by the Issuer on request)*;
- (c) if the Subscriber is resident in the Province of Saskatchewan or is subject to the securities laws of the Province of Saskatchewan, and the Subscriber is relying on the indicated criterion as set out in subsections II(a)(iv), II(a)(v) or II(a)(viii) or II(a)(ix) if the distribution is based in whole or in part on a close personal friendship or a close business association, the Subscriber has provided the Issuer with a signed risk acknowledgement form *(to be provided by the Issuer on request)*;

OR

III. SUBSCRIBERS WHO ARE NOT INDIVIDUALS PURCHASING UNDER THE MINIMUM AMOUNT INVESTMENT

- (i) the Subscriber is purchasing the Shares as principal for its own account and not for the benefit of any other person;
- (ii) the Subscriber is not an individual (i.e. a natural person);
- (iii) the Shares have an acquisition cost to the Subscriber of not less than \$150,000 payable in cash at the Closing; and
- (iv) the Subscriber was not created and is not being used solely to purchase or hold securities in reliance on prospectus exemptions provided under Section 2.10 of NI 45-106, it pre-existed the Offering and has a bona fide purpose other than investment in the Shares.

Guidance On Accredited Investor Exemption

Spouses

Sections I(i), I(ii) and I(iii) are designed to treat spouses as a single investing unit, so that either spouse qualifies as an “accredited investor” if the combined financial assets of both spouses exceed \$1,000,000, the combined net income of both spouses exceeds \$300,000, or the combined net assets of both spouses exceeds \$5,000,000. Section I(iv) does not treat spouses as a single investing unit.

If the combined net income of both spouses does not exceed \$300,000, but the net income of one of the spouses exceeds \$200,000, only the spouse whose net income exceeds \$200,000 qualifies as an accredited investor.

Financial Assets

For the purposes of the financial asset tests in Sections I(i) and I(iv), “financial assets” are defined to mean cash, securities, or a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation. These financial assets are generally liquid or relatively easy to liquidate. The value of a purchaser’s personal residence is not included in a calculation of financial assets.

As a general matter, it should not be difficult to determine whether financial assets are beneficially owned by an individual, an individual's spouse, or both, in any particular instance. However, in the case where financial assets are held in a trust or in another type of investment vehicle for the benefit of an individual there may be questions as to whether the individual beneficially owns the financial assets. The following factors are indicative of beneficial ownership of financial assets:

- (a) physical or constructive possession or evidence of ownership of the financial asset;
- (b) entitlement to receipt of any income generated by the financial asset;
- (c) risk of loss of the value of the financial asset; and
- (d) the ability to dispose of the financial asset or otherwise deal with it as the individual sees fit.

For example, securities held in a self-directed RRSP, for the sole benefit of an individual, are beneficially owned by that individual. In general, financial assets in a spousal RRSP would also be included for the purposes of the \$1,000,000 financial asset test in Section I(i) because it takes into account financial assets owned beneficially by a spouse. However, financial assets in a spousal RRSP would not be included for purposes of the \$5,000,000 financial asset test in Section I(iv). Financial assets held in a group RRSP under which the individual does not have the ability to acquire the financial assets and deal with them directly would not meet the beneficial ownership requirements in either Sections I(i) or I(iv).

Net Assets

By comparison, the net asset test under Section I(iii) means all of the purchaser's total assets minus all of the purchaser's total liabilities. Accordingly, for the purposes of the net asset test, the calculation of total assets would include the value of a purchaser's personal residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the purchaser's personal residence.

To calculate a purchaser's net assets under the net asset test, subtract the purchaser's total liabilities from the purchaser's total assets. The value attributed to assets should reasonably reflect their estimated fair value. Income tax should be considered a liability if the obligation to pay it is outstanding at the time of the distribution of the security.

Guidance on Close Personal Friend and Close Business Associate Determination

A "close personal friend" of a director, executive officer, founder or control person of an issuer is an individual who knows the director, executive officer, founder or control person well enough and has known them for a sufficient period of time to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment.

The following factors are relevant to this determination:

- (a) the length of time the individual has known the director, executive officer, founder or control person,
- (b) the nature of the relationship between the individual and the director, executive officer, founder or control person including such matters as the frequency of contacts between them and the level of trust and reliance in the other circumstances, and
- (c) the number of "close personal friends" of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption or the family, friends and business associates exemption.

An individual is not a close personal friend solely because the individual is:

- (a) a relative,
- (b) a member of the same club, organization, association or religious group,
- (c) a co-worker, colleague or associate at the same workplace,
- (d) a client, customer, former client or former customer,
- (e) a mere acquaintance, or
- (f) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

The relationship between the individual and the director, executive officer, founder or control person must be direct. For example, the exemption is not available to a close personal friend of a close personal friend of a director of the issuer. Further, a relationship that is primarily founded on participation in an internet forum is not considered to be that of a close personal friend.

A “**close business associate**” is an individual who has had sufficient prior business dealings with a director, executive officer, founder or control person of the issuer to be in a position to assess their capabilities and trustworthiness and to obtain information from them with respect to the investment.

The following factors are relevant to this determination:

- (a) the length of time the individual has known the director, executive officer, founder or control person,
- (b) the nature of any specific business relationships between the individual and the director, executive officer, founder or control person, including, for each relationship, when it began, the frequency of contact between them and when it terminated if it is not ongoing, and the level of trust and reliance in the other circumstances,
- (c) the nature and number of any business dealings between the individual and the director, executive officer, founder or control person, the length of the period during which they occurred, and the nature and date of the most recent business dealing, and
- (d) the number of “close business associates” of the director, executive officer, founder or control person to whom securities have been distributed in reliance on the private issuer exemption or the family, friends and business associates exemption.

An individual is not a close business associate solely because the individual is:

- (a) a member of the same club, organization, association or religious group,
- (b) a co-worker, colleague or associate at the same workplace,
- (c) a client, customer, former client or former customer,
- (d) a mere acquaintance, or
- (e) connected through some form of social media, such as Facebook, Twitter or LinkedIn.

The relationship between the individual and the director, executive officer, founder or control person must be direct. For example, the exemptions are not available for a close business associate of a close business associate of a director of the issuer. Further, a relationship that is primarily founded on participation in an internet forum is not considered to be that of a close business associate.

Definitions

For the purposes hereof:

- (a) an issuer is **“affiliated”** with another issuer if
 - (i) one of them is the subsidiary of the other, or
 - (ii) each of them is controlled by the same person;
- (b) **“Canadian financial institution”** means
 - (i) an association governed by the Cooperative Credit Associations Act (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
 - (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
- (c) **“control person”** means
 - (i) a person who holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer, or
 - (ii) each person in a combination of persons, acting in concert by virtue of an agreement, arrangement, commitment or understanding, which holds in total a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to affect materially the control of the issuer,

and, if a person or combination of persons holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer, the person or combination of persons is deemed, in the absence of evidence to the contrary, to hold a sufficient number of the voting rights to affect materially the control of the issuer;
- (d) **“director”** means
 - (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
 - (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;
- (e) **“eligibility adviser”** means
 - (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed; and
 - (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not:
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders or control persons, and

- (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;
- (f) **“executive officer”** means, for an issuer, an individual who is
 - (i) a chair, vice-chair or president,
 - (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
 - (iii) performing a policy-making function in respect of the issuer;
- (g) **“foreign jurisdiction”** means a country other than Canada or a political subdivision of a country other than Canada;
- (h) **“founder”** means, in respect of an issuer, a person who,
 - (i) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
 - (ii) at the time of the distribution or trade is actively involved in the business of the issuer;
- (i) **“financial assets”** means
 - (i) cash,
 - (ii) securities, or
 - (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
- (j) **“fully managed account”** means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;
- (j) **“individual”** means a natural person, but does not include
 - (i) a partnership, unincorporated association, unincorporated syndicate, unincorporated organization or trust, or
 - (ii) a natural person in the person's capacity as a trustee, executor, administrator or personal or other legal representative;
- (k) **“investment fund”** means a mutual fund or a non-redeemable investment fund, and, for great certainty in British Columbia, includes an employee venture capital corporation and a venture capital corporation as such terms are defined in National Instrument 81-106 *Investment Fund Continuous Disclosure*;
- (l) **“jurisdiction”** or **“jurisdiction of Canada”** means a province or territory of Canada except when used in the term foreign jurisdiction;
- (m) **“non-redeemable investment fund”** means an issuer:
 - (i) whose primary purpose is to invest money provided by its securityholders;
 - (ii) that does not invest
 - (A) for the purpose of exercising or seeking to exercise control of an issuer, other than an issuer that is a mutual fund or a non-redeemable investment fund, or
 - (B) for the purpose of being actively involved in the management of any issuer in which it invests, other than an issuer that is a mutual fund or a non-redeemable investment fund, and
 - (iii) that is not a mutual fund;
- (n) **“person”** includes
 - (i) an individual;

- (ii) a corporation;
 - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not; and
 - (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative;
- (o) **"related liabilities"** means
- (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
 - (ii) liabilities that are secured by financial assets;
- (p) **"Schedule III bank"** means an authorized foreign bank named in Schedule III of the Bank Act (Canada);
- (q) **"spouse"** means, an individual who,
- (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
 - (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
 - (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (r) **"subsidiary"** means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

The Subscriber acknowledges and agrees that the above representations and warranties will be true and correct both as of the execution of this Questionnaire and as of the Closing of the purchase and sale of the Shares and that such representations and warranties will survive the completion of the purchase of the Shares. The Subscriber acknowledges that the Subscriber is not a trust company or trust company registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada.

The Subscriber acknowledges that the foregoing representations and warranties are made by the Subscriber with the intent that they be relied upon in determining the suitability of the Subscriber as a Subscriber of the Shares and that this Questionnaire is incorporated into and forms part of the Agreement and the Subscriber undertakes to immediately notify the Issuer of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the closing time of the purchase of the Shares.

By completing this Questionnaire, the Subscriber authorizes the indirect collection of this information by each applicable regulatory authority or regulator and acknowledges that such information is made available to the public under applicable legislation.

[Signature Page to Follow]

Dated December 14, 2018.

X

Signature of individual (if Subscriber is an individual)

X "**Michael Fontaine**"

Authorized signatory (if Subscriber is not an individual)

INDIGICO LIMITED PARTNERSHIP

Name of Subscriber (please print)

MICHAEL FONTAINE

Name of authorized signatory (please print)

AUTHORIZED SIGNING OFFICER

Official capacity of authorized signatory (please print)