

7/30/2021

THIS AGREEMENT made the ___ day of _____, 2021.

BETWEEN:

FUNDAMENTAL RESEARCH CORP.
Suite 308, 1155 West Pender Street
Vancouver, BC V6E 2P4

(the "Analyst")
OF THE FIRST PART

AND:

BevCanna Enterprises Inc.
Suite 200 – 1672 West 2nd Avenue
Vancouver, BC V7P 3G4

(the "Client" or "BEV")
OF THE SECOND PART

WHEREAS:

- A. The Analyst is in the business of providing research reports on publicly traded companies and exempt market offerings;
- B. The Client wishes to retain the Analyst for the purposes of preparing research reports setting forth the information detailed in them (the "Reports").

NOW THEREFORE the parties agree as follows:

- 1. The preamble shall constitute part of this Agreement.
- 2. The purpose of this Agreement is to establish the terms and conditions that apply to the preparation of Reports that will be used by the Client and by the Analyst to provide information about the Client to the general public.
- 3. The Analyst agrees to provide, but is not limited to, the following within the Reports:
 - a) a full financial analysis including a rating at the complete discretion of the Analyst
 - b) other analysis as is common in research reports including an analysis of the client's industry and operations
- 4. The Analyst shall provide one initiating report, and three update reports under this agreement.
- 5. The Analyst may, at its complete discretion, issue further reports as in its absolute discretion deems advisable based on information that becomes known to the Analyst. It is understood and agreed that there is no obligation for the Analyst to provide such further or other reports other than the original four reports. Just prior to the fourth report being issued, both parties can agree to renew this agreement for another four reports. All other terms and conditions, except for the fee, shall apply to all subsequent renewals.
- 6. The fee for the preparation of the reports shall be forty thousand dollars (\$40,000) in the currency of Canada plus GST of \$2,000 (GST #88359 2305 RT0001).

7. The fee shall be payable upon signing of this agreement in compliance with CFA Guidelines for analyst independence.
8. Each Report will:
 - a. Indicate that the views of the Analyst are personal;
 - b. Indicate that no part of the Analyst's compensation was directly or indirectly related to the specific ratings as used by the research Analyst in the Report;
 - c. Indicate that the compensation is fixed ahead of time and the compensation is not based on performance of the Client;
 - d. Indicate that the Analyst will not maintain a financial interest in the securities or options of any company that the Analyst covers. The Analyst may, through diversified mutual funds, indirectly own an interest in a company that it analyses;
 - e. Disclose that a fee has been paid by the Client to the Analyst to issue the Report;
 - f. Indicate that the information contained in the report is based upon publicly available information that the Analyst believes to be correct, but has not independently verified with respect to truth or correctness.
- 9.1 During the period subsequent to ten (10) business days after the issuing of each Report, the Analyst will:
 - a. Post the Report and any supplementary Reports on its website, and disseminate the report to those on the Analyst's distribution list and through the Analyst's distribution affiliates at no cost to readers for a period of one year. The Client may also distribute the reports subject to (14) below, which must be provided in its entirety, with the analyst's disclaimers. Alteration is not permitted without the prior written consent of the Analyst.
 - b. Carry the Report and any subsequent Reports on its website for a period of One (1) year after the issuing of each Report; and
- 9.2 The Analyst will have the right to disseminate and distribute the Report and subsequent Reports.

Please select Yes or No. Mark X as Yes and leave blank for No.

 X I want to add enhanced digital distribution to increase views of the reports by up to 4x for \$10,000 CDN + GST for 6 months (total amount due upon signing; set up and design fees waived)
10. The Client shall not, under any circumstances, make any attempt, directly or indirectly, to influence the Analyst nor will it in any way interfere with or impair the Analyst from preparing its Report.

11. The Client shall provide such reasonable access to its publicly available books and records and such other information as the Analyst may require and is reasonable in the circumstances.
12. The parties acknowledge that the Analyst shall have complete discretion as to what information is provided in the Reports and the Client shall have no right of edit or censorship.
13. Once the Client engages the Analyst, the Client shall be precluded from preventing the Analyst from completing the Reports.
14. Copyright in the Reports remains the property of the Analyst but the Client may disseminate the report as it sees fit.
15. The Analyst shall provide one copy of the Reports by electronic mail to the Client.
- 16.1 In the event of the following occurrences, the Analyst shall not be required to provide any Reports:
 - a. The acquisition of the Client by another party; or
 - b. The Client becomes insolvent, makes an admission of its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or if an application under such bankruptcy legislation as may be applicable or similar laws filed by or against the Client; or
 - c. The Client shall breach its obligations under paragraphs 7 or 10 to 14 of this agreement.
- 16.2 Notwithstanding the preceding paragraph, the Analyst may, at its discretion, issue a Report based on the information that they have acquired.
17. In the event of the Analyst being relieved of having to provide Reports as a result of the happening of one of the events in 16.1, the fee shall be absolutely forfeited as liquidated damages. Also, if the Client delays the release of a report for longer than one month from the date the analyst submits a draft for fact checking purposes, the Client agrees to pay a fee for the Analyst to revisit, revise and issue said report. Also, if at the time of the next report, the Client's business model has materially changed as defined by the analyst, the Client agrees to pay a fee to continue coverage. If the Client does not pay such fees as outlined in this paragraph, then any remaining unissued reports and any fees collected shall be absolutely forfeited as liquidated damages. The Client will be limited to a maximum of two draft reviews per report. Notes are not subject to review. Only the initial report and updates. If more reviews are requested, the Client shall pay a fee to be negotiated at the time of the request.

Please select one; prior to publication:

I want to review the initial report and 3 updates

I ONLY want to review the initial report but NOT the updates

I do not want to review any of the reports

18. In no event will the Analyst be liable whether in contract Court or otherwise for incidental, special, indirect, consequential or punitive damages including, but not limited to, damages for any loss arising from a negative Report.
19. This Agreement shall ensure to the benefit of and shall be binding upon the Client and the Analyst, their respective heirs, executors, and assigns.
20. The waiver by any party of any breach of any term of this agreement shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach unless in writing and signed by and on behalf of the parties hereto.
21. This Agreement embodies the entire understanding between the parties hereto, shall supercede any other representation oral or written before made and there are no promises, term, conditions or obligations, oral or written, express or implied, other than those contained herein.
22. Any dispute between the parties to this Agreement may be referred to a single arbitrator in accordance with the provisions of the Commercial Arbitration Act, R.S.B.C. 1996, as amended.
23. Any part of this Agreement that is found to be invalid or unenforceable for any reason shall, wherever possible, be severable from the Agreement and shall not in any way prejudice the validity or enforceability of the remainder.
24. This Agreement shall be construed and governed in all respects by the laws of the Province of British Columbia and shall be adjudicated upon by the appropriate court at Vancouver in British Columbia, unless otherwise provided in this Agreement.
25. Any notices to be sent may be sent to the parties at the addresses set forth on page 1 hereof, or by facsimile to the respective facsimile numbers of the parties and shall be deemed to be received if sent by facsimile or delivered, on the date sent by facsimile or delivered, or if sent by post, on the third business day following the posting of the notice. The facsimile number for the Analyst is 604-682-7001.

IN WITNESS THEREOF the parties hereto have hereunto set their hands and seals as of the date hereinbefore first written.

FUNDAMENTAL RESEARCH CORP.

Per: "Brian Tang"
Brian Tang
President

SIGNED, SEALED AND DELIVERED)

by "BEV":

Marcello Leone

Name

P.O. Box 33957 Vancouver B CSC Vancouver B. C. V6J 4L7

Address

Ceo

Title

"Marcello Leone"