

ADVERTISER: BevCanna Enterprises Inc. (the "Advertiser")

DATE: April 16<sup>th</sup>, 2019

ADDRESS: 1672 West 2nd Ave., Vancouver, BC V6J 1H4, Canada

TERM: The earlier of (i) 13 Months from the date the campaign goes live on [www.investingnews.com](http://www.investingnews.com) (the "Website"); or (ii) 30 days after the date this Agreement (the "Term"), subject to extension under "Lead Generation" below.

CAMPAIGN: Investingnews.com Investor Marketing & Lead Generation Campaign

CHANNELS: Cannabis Investing News ("Campaign Channels")

#### Enhanced Advertiser Profile

Dig Media Inc., doing business as Investing News Network ("INN") will prepare a profile of the Advertiser which includes, among other things, a professional write-up based upon a CEO interview, maps, video, images, news feed, stock chart and interactive features completely customized to the Advertiser's message and subject to the Advertiser's approval (the "Advertiser Profile"). The Advertiser Profile will be displayed on the Campaign Channels during the Term.

#### Lead Generation

The Campaign Channels and Advertiser Profile will contain an information package request form. Through such forms INN will, upon request, send an email containing a hyperlink to a website URL specified by the Advertiser. The destination URL from the hyperlink will contain information that the Advertiser is providing to leads as the information package. All leads (each, a "Lead") that have been provided this link to the Advertiser's site will be delivered to the Advertiser every Monday during the Term in a user-friendly csv format.

#### Featured Stock

The Advertiser's logo and company profile headline will be rotated within the featured stock position in all Campaign Channels during the Term; our featured stock company builds additional exposure for our clients and directs traffic to the educational profiles.

#### News Marketing

During the Term, INN will syndicate the Advertiser's news with the Advertiser's logo on the homepage of all Campaign Channels and include news in the channel newsletters.

#### Social Media Marketing

During the Term, INN will use its social media channels including Twitter, Facebook, and LinkedIn to broadcast the Advertiser's news and media. Each of the Advertiser's material news releases will be tweeted by the relevant twitter accounts.

#### Banner Creation + Advertising on InvestingNews.com

INN's design team will create 2 custom animated banner ads that communicate Advertiser headlines with the Advertiser's logo and brand imagery. These will be used for leaderboard and medium rectangle advertisements that will be "Run of Site" within the Campaign Channels during the Term.

#### Breaking News + Branding Freeze

Significant Advertiser news will be featured above all content on the front page of the Website as breaking news. The Campaign Channels will feature the Advertiser's animated banner ads for one 24-hour period during the Term to be selected by the Advertiser (a "Branding Freeze"). INN's Client Development manager will coordinate with Advertiser on the timing of Branding Freezes.

#### Newsletter Advertising

The Advertiser's banner ads and text ads will be rotated and allocated a portion of the inventory in Campaign Channel newsletters during

the Term.

#### **5x Targeted News Spotlight**

Co-branded e-mails with Advertiser content will be sent to the INN subscriber database. INN's Client Development Manger will schedule spotlights with Advertiser during the Term.

#### **3x Browser Push Notification**

During the Term, INN will use a browser push notification system to alert subscribers of the Advertiser's news and media. At the time of this agreement 60,000 people allow INN to send browser push notifications.

#### **2x INNspired Content**

INN will author, edit and distribute educational focused article that is brought to market by the Advertiser (an "INNspired Article"). An INNspired Article will not be advertorial but designed to educate readers on why the Advertiser is in business. An INNspired Article will be published in Campaign Channels and included in special reports. INN will collaborate with the Advertiser on the topic and the INNspired Article will be between 600 and 1,000 words. The INNspired Article page will only have Advertiser display ads around the content.

#### **1x CEO Interview**

INN will interview the CEO, edit transcription, provide an accuracy check and publish interview on all Campaign Channels. The interview will be published upon approval by the Advertiser and remain published during the remainder of the Term.

#### **1x Social INNfluence Campaign**

INN will create a benchmark report in order to analyze social media channels used by competitors and the type of posts being engaged with in order to understand what will work best with the Advertiser's campaign (the "INNfluence Campaign"). Using the INNfluence Campaign, INN will target followers of Advertiser's competitors and peers and media outlets in order educate such followers using sponsored posts and advertisements across Twitter, Facebook and Google Remarketing.

With targeting in place, INN will monitor which channels and filters are producing ROI then reallocate and increase budgets to drive targeted clicks.

##### **Twitter**

Using an INNspired Article, Advertiser Profile, or client press release, INN will create sponsored posts that link to the aforementioned content on the Website.

##### **Facebook**

Using an INNspired Article, educational profile, 30 second video advertisement or client PR, INN will create sponsored posts that link to the aforementioned content on the Website.

Over the course of the INN Influence Campaign, INN will generate 7,000 clicks over all three platforms.

#### **Campaign Reviews**

INN believes in transparency and will provide a campaign review to the Advertiser within six months of the date of this Agreement.

**GROSS RATE:** \$68,000

This agreement is exclusive of any applicable tax, which will be added upon invoicing.

**PAYMENT TERMS:** \$34,000 due May 16<sup>th</sup> 2019 and \$34,000 due May 16<sup>th</sup> 2019

#### **Investing News Network Terms**

This agreement shall be governed by the Investing News Network Terms attached hereto.

**NAME and TITLE:** Marcello Leone – CEO

**AUTHORIZED SIGNATURE:** *Marcello Leone*



**BILLING CONTACT:** John Campbell - CFO  
**BILLING EMAIL:** [REDACTED]

**CLIENT MANAGER:** Jonathan Holmes

PLEASE AUTHORIZE AND RETURN VIA EMAIL OR FAX TO: (604) 608-5653

### Investing News Network Terms

- 1) Accounts are net of agency commission, unless otherwise stated.
- 2) All payments shall be made to INN at our executive office – Dig Media Inc., Suite L200 - 560 Beatty Street, Vancouver, BC, V6B 2L3, Canada, as per the Payment Terms above. A late payment charge of 1.5% per month (18% per annum) compounded monthly will be charged on all balances that are not paid according to the Payment Terms. If the Payment Terms include agreeing to accept payment by way of installments the Advertiser agrees that INN will receive each payment on or before the due date for each installment. Any failure to do so will result in the balance of all monies outstanding, as at that date, becoming due and payable forthwith. INN may require pre-payment of all advertising charges where Advertiser's satisfactory credit cannot be confirmed.
- 3) The Advertiser and INN will work together to ensure that INN has suitable copy for the purposes of this Agreement. Suitable copy means that all advertising copy is neither false nor misleading, nor does it contain any matter that is libelous or in any manner unlawful; the Advertiser owns or has permission to use in this advertisement text, artwork, logos, photographs, images and other copy or content submitted herewith; and that the use of the same in this advertisement does not infringe or violate any copyright, trademark, right of privacy or publicity, or any other proprietary or personal or contracts rights, all whether statutory or non-statutory.
- 4) Exclusive positions are not guaranteed unless specifically detailed on this advertisement order.
- 5) INN in its sole discretion reserves the right to refuse copy it deems unacceptable.
- 6) This advertisement order constitutes a non-cancellable binding contract with and firm commitment to INN. This Agreement represents the entire agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior and contemporaneous written or oral agreements, representations and understandings of the parties. This Agreement may not be altered, amended, modified, or otherwise changed in any way, except in writing duly executed by the parties or their authorized representatives.
- 7) Pausing and Changing Campaigns.
  - a) At the request of the Advertiser, INN will pause the campaign. Campaigns that are paused for more than 30 days over the full term of the campaign will incur a \$5,000 charge.
  - b) If the Advertiser undergoes a change of business, as defined by the stock exchange the Advertiser's securities are traded on, a \$10,000 charge will be automatically added to the gross rate of the campaign.
  - c) If the Advertiser is purchased and the campaign is to be restarted by the purchaser, a \$10,000 charge will be automatically added to the gross rate of the campaign.
  - d) Campaigns can only be changed or paused if the full value of the campaign has been paid.
  - e) Charges added to campaigns due to a campaign being changed or paused are exclusive of any applicable tax, are not eligible for agency discounts and are due upon receipt.
- 8) Unused Inventory: Campaign elements including Targeted News Spotlights, Browser Push Notifications, Breaking News, Branding Freeze, INNspired Content, CEO Interview, Social INNfluence Campaign and Infographic are considered Inventory ["Inventory"]. Any inventory that is not used before the end of the Term expires and is no longer available to the Advertiser. If the Advertiser enters into a new contract with INN at the end of the Term, that contract will have new Inventory and will not include Inventory that has expired.
- 9) INNspired Content: At the end of the Term, INNspired Content created as part of this Agreement will no longer include sponsorship of the Advertiser and may be included in the sponsorship of a new advertiser.
- 10) INN's liability to Advertiser (or to Advertiser's Agent) on account of errors in, or omissions of, the advertising material described in this Agreement shall in no event exceed the amount of publisher's regular charges for insertion of the advertisement and expressly excludes all consequential damages.
- 11) The parties agree to attempt to resolve all disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated with it or from it, by mediated negotiation with the assistance of a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Commercial Mediation Rules. If the dispute cannot be settled within 30 days after the mediator has been appointed, or such other period agreed to in writing by the parties, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules. The place of arbitration shall be Vancouver, British Columbia.
- 12) Where alternative Payment Terms are expressly stated each payment must be made on or before the agreed date and each payment must be met upon first presentation. Failure to comply will result in all outstanding amounts at the given date becoming immediately due and payable with the INN retaining the right to cancel the media order and retain any payments paid by the Advertiser.
- 13) Confidentiality: The parties will keep confidential all terms and conditions of this agreement together with any information furnished or made available to them pursuant to this agreement unless the prior written consent of both parties to disclose such information is obtained. If disclosure of any term or terms of this agreement is required, the party making the disclosure will obtain approval, in advance of that disclosure, from the other party.
- 14) Ownership: The Advertiser hereby acknowledges that INN retains all right, title and interest and to any content created by INN, or to which INN contributes, pursuant to this Agreement, including all intellectual property rights contained therein.

15) **Limitation of Liability.**

- a) In no event will INN or any representative be liable to Advertiser or any other party for any special, direct, indirect, incidental, exemplary, consequential or punitive damages arising from or related to the services (or the professional services, if applicable), or to this Agreement, including, but not limited to, damages from, SEC compliance issues or loss of market capitalization, even if INN or its representative has been advised in advance of the possibility of such loss or damages.
- b) Further, in no event will INN or any representative's total cumulative liability to Advertiser or any other party for claims, losses, or damages of any kind, whether based on contract, tort, negligence, indemnity or otherwise, arising out of or related in any way to this agreement, the services, or the professional services, exceed the actual fees Advertiser paid to INN for the services during the twelve (12) month period ending on the date of the cause of action giving rise to the claim, loss, or damage.
- c) No claim may be asserted by Advertiser against INN more than twelve (12) months after the date of the cause of action underlying such claim. In the event of any failure, or INN's non-provision, of the Services (or the Professional Services as the case may be), Advertiser's sole and exclusive remedy shall be for INN to use commercially reasonable efforts to repair or provide the Services (or the Professional Services as the case may be).

16) **Indemnification:** Advertiser agrees to indemnify, defend and hold harmless INN, the Representatives, and its and their respective affiliates, subsidiaries, officers, directors, stockholders, employees, consultants, representatives, agents, successors and assigns from and against any and all claims, losses, liabilities, sums of money, damages, expenses, costs (including, but not limited to, reasonable attorneys' fees) and/or actions arising from:

- a) Advertiser's acts or omissions;
- b) Advertiser's violation of any applicable law, including, without limitation, the United States CAN SPAM Act and Canada's Fighting Internet and Wireless Spam Act, or the Policies;
- c) Advertiser's breach of any term or condition set forth in this Agreement (including in the Policies);
- d) Advertiser's breach of any of its representations or warranties set forth herein; and/or
- e) Advertiser's infringement or misappropriation of any intellectual property rights or other rights of any person or entity.

17) **Compliance rules for sending email:**

- i) Advertiser must follow the rules of the Bill C-28: Canada's Anti-Spam Legislation, Federal CAN-SPAM Act, the European Union's General Data Protection Regulation (and equivalent anti-SPAM legislation in all applicable countries). Advertiser will ensure all email messages sent to those contacts that request an "Information Package" on an Advertiser via a Campaign Channel will comply with the following:
  - ii) All emails will contain an "unsubscribe" link or other mechanism that allows subscribers to remove themselves from future communications.
  - iii) All emails will contain non-Internet contact information of the sender or the entity on whose behalf the email was sent, such as that entity's address or phone number.
  - iv) All emails will state the reason the recipient is receiving the message.
  - v) All emails will be compliant with any disclosure requirements that apply to the sender (e.g., some countries' laws require that business letters, including emails, contain further identification details as to the form of the organization, the place of incorporation, the names of executives etc.)
- b) These 4 guidelines will help ensure that the Advertiser and INN are in compliance with all electronic communication legislation. If INN receives complaints of spam from provided lists of contacts, INN reserves the right to cancel your account without notice.

18) **Inside Information And Securities Trading**

- a) In the course of business activities, INN or INN employees may become aware of nonpublic information regarding the business, operations or securities of the Advertiser. It is the policy of the Advertiser to prohibit the unauthorized disclosure of any nonpublic information and the misuse of material nonpublic information in securities trading. It is not possible to define all categories of material information. However, information should be regarded as material if there is a reasonable likelihood that it would be considered important to an investor in making an investment decision regarding the purchase or sale of the Advertiser's securities. Nonpublic information is information that has not been previously disclosed to the general public and is otherwise not available to the general public. While it may be difficult to determine whether particular information is material, there are various categories of information that are particularly sensitive and, as a general rule, should always be considered material. In addition, material information may be positive or negative. Examples of such information may include:
  - Project exploration results, whether positive or negative
  - Joint ventures with third parties
  - News of a pending or proposed merger or acquisition
  - Financial results
  - Major contract awards, cancellations or write-offs
  - Exploration or development milestones
  - News of the disposition of material assets
  - Impending bankruptcy or financial liquidity problems
  - Gain or loss of a substantial property
  - Stock splits
  - New equity or debt offerings
  - Significant litigation exposure due to actual or threatened litigation
  - Changes in senior management

- Projections of future earnings or losses
- Dividend issuance decisions

- b) **Trading on Material Nonpublic Information:** With certain limited exceptions, INN, employees of INN or of any of its subsidiaries and members of the immediate family or household of any such person, shall not engage in any transaction involving a purchase or sale of the Advertiser's securities, including any offer to purchase or offer to sell, during any period commencing with the date that he or she possesses material nonpublic information concerning the Advertiser, and ending at the close of business on the date of public disclosure of that information (usually by Press Release), or at such time as such nonpublic information is no longer material. Where a press release is issued immediately after market, no such trading shall be undertaken until after 11 a.m. (Vancouver time), of the following day on which the Advertiser's shares trade.
- c) **Tipping:** INN, employees of INN or of any of its subsidiaries and no members of the immediate family or household of any such person, shall disclose ("tip") material nonpublic information to any other person (including family members) where such information may be used by such person to his or her profit by trading in the securities of companies to which such information relates, nor shall such person or related person make recommendations or express opinions on the basis of material nonpublic information as to trading in the Advertiser's securities.
- d) **Applicability of Insider Trading Regulations to Securities of Other Companies:** The Insider trading guidelines described herein also apply to material nonpublic information relating to other companies, including the Advertiser's joint venture partners ("business partners"), when that information is obtained in the course of services performed on behalf for the Advertiser. All employees and consultants of INN will treat material nonpublic information about the Advertiser's business partners with the same care as is required with respect to information relating directly to the Advertiser.