

Media Services Contract

BevCanna Enterprises Inc. | Market One

THIS AGREEMENT DATED: SEPTEMBER 24, 2020

BETWEEN:

BEVCANNA ENTERPRISES INC.

(the "Contractor")

AND:

MARKET ONE MEDIA GROUP INC.

(the "Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and premises set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereto agree as follows:

1. ENGAGEMENT OF CONSULTANT

1.1 Contractor hereby engages the Consultant to provide the services as set out in Schedule "A" (the "Services") in consideration for the remuneration set out in Section 2 and the Consultant accepts that engagement by the Contractor, on the terms and conditions set out in this Agreement.

1.2 The term of this Agreement shall be for the duration of 6 months beginning from the date of the onboarding meeting.

1.3 The Consultant is now and shall remain an independent consultant and nothing contained in this Agreement is intended to create or shall be construed so as to create an agency or employment relationship, a partnership or joint venture between the Contractor and the Consultant.

1.4 The Contractor agrees that the Consultant is not to be bound exclusively to the Contractor and that it may provide services to other entities provided that any such engagements do not negatively impact the Services to be provided to the Contractor hereunder.

1.5 In providing the Services the Consultant will be subject generally to the direction of the President and or the Chief Executive Officer of the Contractor and shall keep such person informed as to all relevant material matters concerning its activities.

1.6 During the term of this Agreement, the Consultant shall devote such time, attention and abilities to the provision of the Services as the Consultant determines is reasonably necessary to perform the Services requested by the Contractor, in consultation with the President and the Chief Executive Officer of the Contractor in accordance with section 1.5 hereof.

1.7 The Contractor acknowledges and agrees that once the Services are set out and defined, it will be the responsibility of the party/ies providing direction to co-operate with and assist the Consultant in meeting those objectives. Should any of the Services to be carried out remain unfulfilled at the end of the term of this Agreement by reason of the negligence, omission or lack of providing direction of or by the Contractor and/or its agents or directing officers, the Consultant shall not be obliged to complete same unless this Agreement is renegotiated or a new agreement entered into however shall remain entitled to receive its compensation fee, in full.

1.8 The Consultant shall uphold the integrity of the Contractor and act in such a manner that is professional and in the best interests of the Contractor at all times and shall provide the Services in accordance with all applicable rules and policies of the TSX, TSX Venture, CSE or Aequitas exchanges.

1.9 The Contractor agrees that the Consultant is not responsible for the accuracy of the editorial content which will be created in its entirety from information provided by the Contractor.

1.10 The Contractor agrees that all information provided to the Consultant will be factual and of public information and acknowledges that the Consultant makes no guarantee, representation or warranty and accepts no responsibility or liability as to its accuracy or completeness.

1.11 The Contractor consents to the distribution by the Consultant of all information provided by the Contractor in connection with the Services.

1.12 All published video and editorial content created by the Consultant on behalf of the Contractor shall remain property of both the Consultant and Contractor. All data provided and collected by the Consultant shall remain the property of the Consultant.

1.13 Booking Policy & Cancellation Fees: Should the Contractor cancel a confirmed booking for a video shoot less than 72 hours prior to the scheduled time, the Contractor will be required to pay a cancellation fee ("Fee"). The Fee will be \$1,000 + GST if the cancellation is made between 72 hours and 24 hours prior to the scheduled time. The Fee will be \$2,000 + GST if the cancellation is made less than 24 hours prior to the scheduled time.

2. COMPENSATION OF CONSULTANT

2.1 As compensation for the Services to be rendered by the Consultant to the Contractor, the Contractor shall pay the Consultant a fee of \$110,000 + GST (CAD), due and payable within thirty days of signing this Agreement, or within three days of the closing of the financing, whichever is sooner, and payable by certified cheque or wire transfer. GST is 5% (\$5,500), and total amount due is \$115,500.

2.2 The Contractor covenants and agrees that all monies payable hereunder shall bear interest at the rate of the prime rate of interest charged by (your bank) plus 3% from due date to date of payment.

3. CONFIDENTIALITY

3.1 It is acknowledged that the Contractor shall make available to the Consultant certain information and data and shall permit the Consultant to have access to all documents or premises as are reasonably necessary to enable it to perform the Services. The Consultant hereby covenants and agrees with the Contractor to not publicly disclose or use any information not otherwise in the public domain relating to the Contractor that the Consultant now has or may hereafter acquire other than such information in respect of which the Contractor has provided its consent to the Consultant to disclose in connection with the performance by the Consultant of the Services.

4. INDEMNITY

4.1 The Contractor agrees to indemnify and hold harmless the Consultant and its past, present and future directors, officers, employees, authorized agents and shareholders (the "Indemnified Parties") from and against any and all expenses, losses, costs, damages and liabilities as and when incurred, including penalties, interest and reasonable legal fees and expenses which may be suffered or incurred by any Indemnified Parties;

a) including as a result of any claim, debt, demand, suit, action or cause of action whatsoever which may be brought or made against any Indemnified Party by any person or entity ("Third Party Claim") arising out of:

- i) any breach by the Contractor of any provision in this Agreement; or
- ii) any negligence, wilful misconduct or fraud of the Contractor; or

b) as a result of any Third Party Claim arising out of this Agreement, so long as such losses are not attributable to any negligence, wilful misconduct or fraud of any Indemnified Party.

5. GENERAL

5.1 The parties will execute and deliver all such further documents and instruments and do all such further acts and things as may be required to carry out the full intent and meaning of this Agreement.

5.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties hereto attorn to the jurisdiction of the courts of the Province of British Columbia.

5.3 This Agreement supersedes and replaces any and all previous agreements entered into, directly or indirectly, by the parties hereto in respect of the provisions of services by the Consultant to the Contractor.

5.4 This Agreement may be executed in several counterparts and by facsimile or a signed pdf email, which will be deemed to be an original and all of which will together constitute one and the same instrument.

5.5 The Consultant may not assign this Agreement without the prior written approval of the Contractor.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

BEVCANNA ENTERPRISES INC.

Per: Marcello Leone

Position: CEO

Signature: *"Marcello Leone"*

Date: September 15th, 2020.

MARKET ONE MEDIA GROUP INC.

Per: Farhan Lalani

Signature: *"Farhan Lalani"*



Position: CEO & President

Date: SEPTEMBER 24, 2020

Contract: Schedule A Media Services

BevCanna Enterprises Inc. | Market One

6 MONTH SOCIAL MEDIA CAMPAIGN

- Market One takes over administration and management of Facebook, Twitter, Instagram, and LinkedIn accounts of the public company
- Set up (if required) & audit of all company social media channels
- Pixel provided to drop on website for targeting content

CONTENT STRATEGY

- To learn the company tone and voice, Market One will create 2 weeks worth of posting content for approval and feedback once the strategy is approved
- Creation of algorithm to strategically target retail investors
- Posting content that shows the company as an industry leader within your space. Provide updates, news and information about the team, the approach and the course of action for the company.

MONTHLY CONTENT RECOMMENDATION

- Monthly content calendar provided and delivered to the client for approval 2 weeks before deploying. This will include the posting schedule of each piece of content. Market One will post and monitor the content on your behalf and engage with the audiences that express interest in each piece of content.

CUSTOM BRANDED CONTENT

- In-house graphics that include the client's company logo will be created for use to supplement the clients' monthly content calendars
- News Release graphic templates will be created and used for distribution on social media channels

SOCIAL LISTENING & ENGAGEMENT

- Monitoring social channels for questions from current and potential investors
- Social listening to facilitate and mutually engage with conversations regarding industry and company news/updates

SOCIAL ADVERTISING & USER GROWTH

Facebook, Instagram, and Twitter only*

- Social media advertising will take place on a bi-weekly basis that will focus on 2 key elements: user growth and engagement. Market One has tactics set in place to deploy these campaigns and reporting on performance will be sent on a quarterly basis.
- A/B testing digital advertising efforts to maximize results.
- Increase targeted followers on a monthly basis to emphasize growth and reach of social media channels.

MONTHLY REPORTING

- Social media channel specific reporting will be provided to the client on a monthly basis

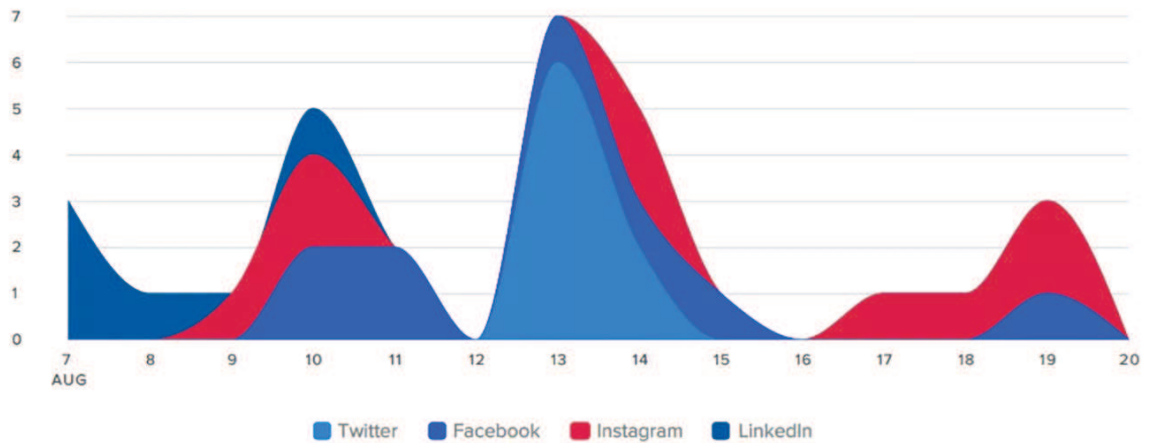
EXAMPLES

- C21 Investments Inc. | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [Instagram](#)
- Cannabis Growth Opportunity Corp. | [Facebook](#) | [Twitter](#) | [LinkedIn](#)
- Empower Clinics Inc. | [Facebook](#) | [Twitter](#) | [LinkedIn](#)

***PLEASE NOTE**

Social media ad campaigns are subject to approval from the service providers. Given their strict regulations surrounding cannabis advertising, if paid campaigns are not approved by the service providers, Market One will allocate your ad spend to other items in your marketing campaign, pending your approval.

FOLLOWERS GAINED, BY DAY



BANNER ADS

Share of voice among Market One clients for Leaderboard and Big Box banner ads on publication sections listed below.

**6 MONTH
BANNER AD**

- Rotation on [BNN Bloomberg Investment Trends Section](#) off the home page
482,000 Unique Visitors per month
- Rotation on [Financial Post Business Trends Section](#) off the Investing page
56,000 Average Monthly Page View on Financial Post Investing section

The screenshot shows a banner advertisement for GOLO. At the top, it says "FINANCIAL POST" in large white letters on a blue background. Below that is a navigation bar with links: NEWS, INVESTING, MARKETS, PERSONAL FINANCE, INNOVATION, FP COMMENT, ENTREPRENEUR, EXECUTIVE, FP MAGAZINE, SUBSCRIBE, MORE, NATIONAL POST, and a search icon. The main content area features the "Denison Mines" logo and "TSX: DML | NYSE MKT: DNN". A "Featured" section lists various topics like Video, Interest Rate, Trade Wars, etc. Below this is the "BUSINESS TRENDS" section, which includes a small text line: "The Business Trends channel is advertised by Market One Media Group" and the "MMG" logo. The main ad content consists of an aerial photograph of a mining site with a large reservoir. To the right of the photo is the headline: "This mining company is parlaying environmental responsibility into profits". Below the headline is a sub-headline: "Silvercorp's commitment to sustainability and safety is the foundation of its flourishing operations". To the right of the photo and headline is the "GOLO" logo and the website "www.corpo.golo.io". At the bottom right, there is a dark blue box with the text "TSX-V: GOLO".

ONLINE ARTICLE – BNN BLOOMBERG & FINANCIAL POST

**ONLINE
BNN BLOOMBERG
FINANCIAL POST**

- Online on [BNN Bloomberg Investment Trends Section](#) off the home page
 - 3,204,867 Average Monthly Page Views
- Online on [Financial Post Business Trends Section](#) off the Investing, Executive, and Cannabis pages, as well as the Business pages of [Vancouver Sun](#), [The Province](#), [Calgary Herald](#), [Edmonton Journal](#), [Ottawa Citizen](#), and [Montreal Gazette](#), and the Money page of [Toronto Sun](#)
 - 40,856 Average Monthly Page Views on FinancialPost.com Investing section
 - 3,133 Average Monthly Page Views on FinancialPost.com Executive section
 - 3,100 Average Monthly Page Views on FinancialPost.com Cannabis section
 - 34,453 Average Monthly Page Views on VancouverSun.com Business section
 - 2,293 Average Monthly Page Views on TheProvince.com Business section
 - 49,648 Average Monthly Page Views on CalgaryHerald.com Business section
 - 49,648 Average Monthly Page Views on EdmontonJournal.com Business section
 - 8,766 Average Monthly Page Views on OttawaCitizen.com Business section
 - 15,748 Average Monthly Page Views on MontrealGazette.com Business section
 - 4,197 Average Monthly Page Views on TorontoSun.com Money section

DISTRIBUTION

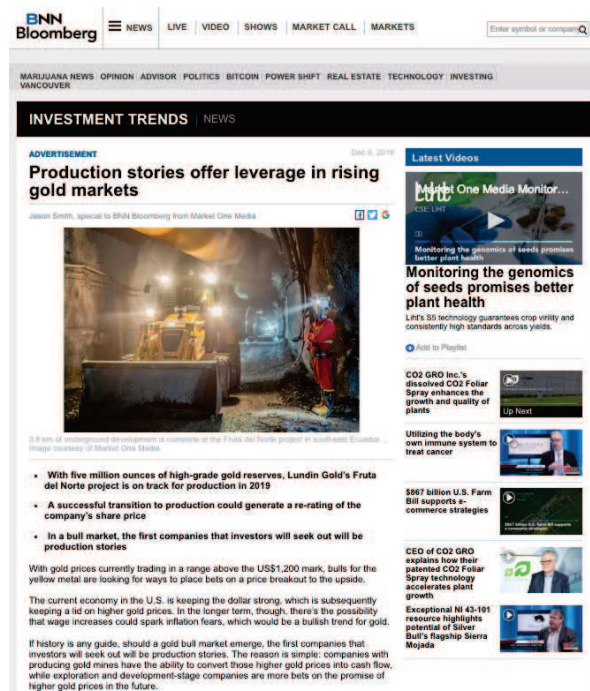
- Posted on Market One [Facebook](#), [Twitter](#), and [LinkedIn](#)
 - Ads will be created to increase reach through [Financial Post's Facebook channel](#). Headlines will be A/B tested for spend effectiveness. Ads will be distributed to a targeted audience using behavioural segmentation geared towards individuals with interest in your business sector.

REPORTING

- Article Analytics Report
 - Provided six weeks after published date

EXAMPLES

- Canada Jetlines (over 30,000 total investor reads) | [Financial Post](#)
- Lundin Gold | [BNN Bloomberg](#)
- Namaste (over 30,000 total investor reads) | [Financial Post](#)



BROADCAST TELEVISION – MARKET ONE MINUTE

Market One Minute includes a 60 second broadcast edit, as well as a full length interview for online distribution.

BROADCAST

Market One Minute 60 second broadcast edit – **40 Minutes** of Exposure on Canada's only TV station devoted exclusively to business and finance news with wall-to-wall coverage of the markets. **20 Minutes** are in the prime viewing hours of Monday to Friday, from 7:00am to 7:00pm EST. **20 Minutes** are split between Weekday Latenight and Weekend ROS. Split into one minute spots, spread over 2 to 4 weeks. Market One will handle all the creative from start to finish.

- BNN Bloomberg reaches 982,000 viewers weekly

**ONLINE
BNN BLOOMBERG
FINANCIAL POST**

Market One Minute full length interview will be hosted on [BNN Bloomberg Investment Trends Section](#) off the home page

- 3,204,867 Average Monthly Page Views

Market One Minute full length interview will have a video article created and hosted on [Financial Post Business Trends Section](#) off the Investing, Executive, and Cannabis pages, as well as the Business pages of [Vancouver Sun](#), [The Province](#), [Calgary Herald](#), [Edmonton Journal](#), [Ottawa Citizen](#), and [Montreal Gazette](#), and the Money page of [Toronto Sun](#)

- 40,856 Average Monthly Page Views on FinancialPost.com Investing section
- 3,133 Average Monthly Page Views on FinancialPost.com Executive section
- 3,100 Average Monthly Page Views on FinancialPost.com Cannabis section
- 34,453 Average Monthly Page Views on VancouverSun.com Business section
- 2,293 Average Monthly Page Views on TheProvince.com Business section
- 49,648 Average Monthly Page Views on CalgaryHerald.com Business section
- 49,648 Average Monthly Page Views on EdmontonJournal.com Business section
- 8,766 Average Monthly Page Views on OttawaCitizen.com Business section
- 15,748 Average Monthly Page Views on MontrealGazette.com Business section
- 4,197 Average Monthly Page Views on TorontoSun.com Money section

DISTRIBUTION

Market One Minute full length interview will be posted and promoted on [Market One YouTube channel](#)

Market One Minute 60 second broadcast edit will be posted on [Market One YouTube channel](#), [Facebook](#), [Twitter](#), and [LinkedIn](#)

- Ads will be created to increase reach on [Financial Post's Facebook channel](#). Headlines will be A/B tested for spend effectiveness. Ads will be distributed to a targeted audience using behavioural segmentation geared towards individuals with interest in your business sector.

REPORTING

Video Analytics Report

- Provided after the broadcast schedule is complete (2 weeks after last air date)

EXAMPLES

Nextleaf Solutions | [Financial Post](#) | [BNN Bloomberg](#)

Gaby Inc. | [Financial Post](#) | [BNN Bloomberg](#)

Frank Holmes | [BNN Bloomberg](#)





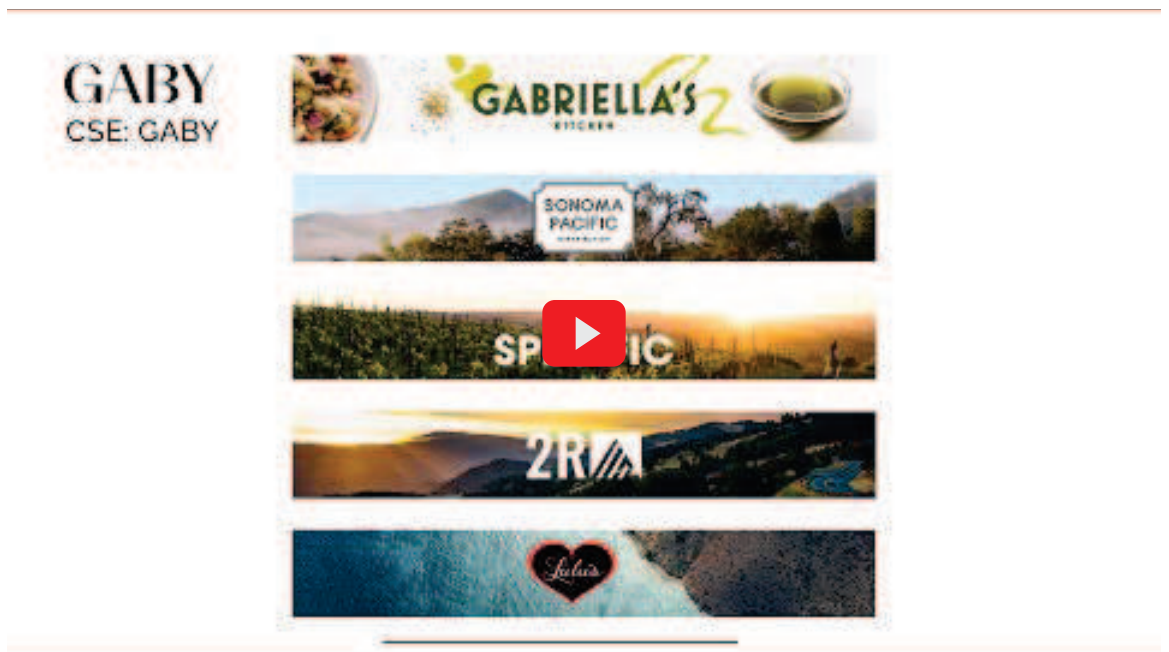
INVESTOR UPDATE

SHORT VIDEO CLIP (30–60 SECONDS)

- Video focus is about the company
- Clips will be provided in MP4 files to share on social media channels
- Images/footage to be supplied by client
- Video can be either a front facing forward address to camera or an image and text overlay video
 - For the image and text overlay video option, content can be based on Market One produced piece (i.e. article), or client based (i.e. corporate social responsibility)

EXAMPLES

- Gaby Inc. | [Facebook](#)
- Nextleaf Solutions | [Twitter](#)



CONTRACT PRICE: SCHEDULE A MEDIA SERVICES

\$110,000 + GST