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INVESTOR RELATIONS CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”) is made this 19th day of October 2021 by and between BevCanna Enterprises Inc. (hereinafter referred to as the “Company” or “BVNNF”) and MZHCI, LLC, a MZ Group Company (hereinafter referred collectively as the “Consultant” or “MZHCI”); and supersedes the previously executed agreement dated October 18, 2021.

EXPLANATORY STATEMENT

The Consultant affirms that it has successfully demonstrated financial and public relations consulting expertise, and possesses valuable knowledge, and experience in the areas of business finance and corporate investor/public relations. The Company believes that the Consultant’s knowledge, expertise, and experience would benefit the Company, and the Company desires to retain the Consultant to perform consulting services for the Company under this Agreement.

NOW, THEREFORE, in consideration of their mutual agreements and covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the affixation by the parties of their respective signatures below, the parties agree as follows:

CONSULTING SERVICES

1.1 MZHCI agrees that commencing on the 19th day of October 2021, the Consultant will reasonably be available during regular business hours to advise, counsel and inform designated officers and employees of the Company as it relates to financial markets and exchanges, competitors, business acquisitions and other aspects of or concerning the Company’s business about which MZHCI has knowledge or expertise.

1.2 MZHCI shall render services to the Company as an independent contractor, and not as an employee. All services rendered by MZHCI on behalf of the Company shall be performed to the best of MZHCI’s ability in concert with the overall business plan of the Company and the goals and objectives of the Company’s management and Board of Directors, including articulating BVNNF’s investment story and highlights; building and maintaining relationships with supporters of the stock, including institutional investors and sell-side analysts; increasing the Company participation in investment conferences focused on small-cap companies; achieving a fair market value for the Company’s stock; and significantly increasing the Company’s exposure in the financial market.

MZHCI Initial T.H. COMPANY Initial M.L.

I. SCOPE OF SERVICES, PROGRAMS AND DELIVERABLES

MZHCI will develop, implement, and maintain an ongoing stock market support system for BVNNF with the general objective of expanding awareness in BVNNF among stockbrokers, analysts, small-cap portfolio/fund managers, market makers, and the appropriate financial & trade publications.

1. INVESTOR RELATONS

- A. Complete IR Audit (including full review of the investor and shareholder database, IR website and all public documentation)
- B. Understand the financials and all operating metrics of BVNNF in detail, facilitating interactions with new and current investors.
- C. Senior Account Manager and single point of contact for all investors and streamlining of all communication and IR functionality.
- D. Develop and Update FAQ
- E. Create 2-Page Corporate Profile
- F. PowerPoint Presentation Updates
- G. Review and provide suggestions for IR website
- H. MZ Group Investor Welcome Letter
- I. Quarterly Conference Call Script and Preparation
- J. Press Release Input and Dissemination
- K. Facilitate incoming and outgoing investor/shareholder calls. Screen all parties before allowing communication with management.
- L. Shareholder Database Management
- M. Roadshow Management Coaching
- N. Roadshows with Detailed Follow-Up
- O. Targeted Sell-Side Research and Financial Media Introductions
- P. Investor Conference Invites

2. INVESTMENT AWARENESS AND OUTREACH

- A. Consultant will make introductions to investors worldwide utilizing a proprietary, robust database:
 - i. Equity Brokers
 - ii. Analysts (both generalists and industry specialists)
 - iii. Portfolio Managers/Institutions
 - iv. High Net Worth Investors & Family Offices
 - v. Market Makers
 - vi. Financial Publication

3. FINANCIAL MEDIA RELATIONS

Targeted media relations offer an important segment to the corporate story. MZHCI will target media opportunities that highlight BVNNF's strategy, growth objectives, board of directors, developments and milestones related to its business. Services include:

- A. Targeted media programs

- B. Strategic counsel
- C. Release drafts and media targets
- D. Q&A to support significant corporate developments
- E. Feedback after interviews

Trade Magazines & Journals - Investors, business partners, customers, and business reporters utilize the industry press as a valued source of information. MZHCI will raise awareness for BVNNF's business and technologies, and news events related to growth performance, partnership deals, and significant product advances in qualified trade magazines and journals.

Business & Financial Media - MZHCI will identify the optimal news, corporate, and industry trends that will provide angles in the business/financial media and then actively pursue those opportunities with the appropriate reporter(s).

4. PUBLIC MARKET INSIGHT

MZHCI will counsel and educate the Company's senior management on the life cycle of the financial markets and most importantly how the Company is impacted directly and indirectly by different variables. The Team at MZHCI leverages its collective expertise on all aspects of strategic financial, corporate, and crisis communications gained through representing over 200 public companies. MZHCI will help the Company set and manage expectations while relaying valuation metrics, perceptions, and methodologies utilized by investment professionals. This consulting aspect of MZHCI's business is extremely valuable for management to optimize key opportunities and to avoid pitfalls.

As part of its ongoing commitment and partnership with the Company, MZHCI will educate the Company's senior management on the importance of establishing conservative expectations and how various corporate actions may be perceived and impact the public market.

ONGOING - *These services will be provided ongoing with a summary included in each semi-annual update*

- A. Respond to all investor requests and calls in a timely manner to facilitate the distribution of corporate information. Focus on educating shareholders, with the premise that an informed investor will become a longer-term investor.
- B. Continually update the database to ensure that all press releases are e-mailed to all interested professionals. This includes the input of notes to keep track of all investor correspondence and reminder calls to all investor prior to earnings conference calls.
- C. Provide consulting services to BVNNF management on the public markets.
- D. Provide progress reports to senior management and evaluate achievements with a quarterly summary of activities and a detailed report every six months.

Many of the above items will occur simultaneously but certain items will have chronological priority over others. As BVNNF grows, MZHCI will recommend changes to the agenda that complement its growth. As the Company continues to execute its strategic plan by winning new customers and expanding its base of business, MZHCI will target an expanded universe of institutional investors. At each stage of growth, the appropriate approach to the market will be incorporated into the agenda for optimal results.

Assuming that management's efforts are leading ultimately to success and great profitability, the end results of this financial communication and awareness campaign should be:

- A. An increase in the number of financial professionals (including brokers, institutions, and analysts) and individual investors well educated and knowledgeable about BVNNF: including senior management, the company's products, and its current financial condition & growth opportunities.
- B. An increase in the number of articles printed in both trade and financial publications.
- C. An increase in the liquidity of the common stock.
- D. An increase in BVNNF market capitalization coupled with a broader, more diverse shareholder base.
- E. Suitable and better access to the capital markets, which will facilitate future acquisitions and working capital needs.

II. AGENDA

Timeline

FIRST 30 DAYS

- A. Spend adequate time with management to understand the business/growth plan, financial forecasts, capital expenditure, and cash flow projections.
- B. Create a two-page *Corporate Profile*, which clearly articulates BVNNF's current business and financial position, as well as its strategy for future growth. This is an important marketing piece for investors to quickly learn about the company.
- C. Review and update PowerPoint presentation. MZHCI will utilize proprietary research, feedback from conversations and meetings to incorporate and improve the Investor PowerPoint and message delivery. *UPDATED AT LEAST ONE TIME PER QUARTER.*
- D. Assist and provide input for all corporate press releases including both creation and ongoing revisions. We will assist by providing additional fact finding and other market research which will help the context and delivery of the message.
- E. Counsel senior management on all aspects of the capital markets and most importantly how BVNNF is impacted directly and indirectly by different economic variables. The goal is to enable management to optimize key opportunities and to avoid pitfalls, both of which have long-term positive implications.
- F. Host Virtual Road Shows for management with goal of having at least 20-25 new investment professionals joining during each event. Alternate schedules between these events and traditional Road Shows to continue growing a pipeline of new and interested investors.
- G. Develop initial target list while seeding and confirming meetings for upcoming Road Shows. Practice and refine presentation with management team.
 - i. Target brokers, fund managers, Buy and Sell Side Analysts, and high net worth investors which follow companies with a similar profile to BVNNF.
- H. Provide a detailed description of each contact prior to each meeting. During the meetings and/or conference calls a member of MZHCI will be available to facilitate the correspondence and assist with due diligence. Management will be provided with a summary of feedback including MZHCI's suggestions for improvements on both the context and delivery of the Company's story.
- I. Conduct and host quarterly earnings call. This will include full script creation, Q&A/FAQ compilation, and practice. Incorporate feedback and key concepts into prepared remarks. Schedule the call, including webcast and generate a press release to notify shareholders of conference call (it should be

released at least 7 days prior to call date). Call outs to maximize attendance and gather feedback to improve ongoing public correspondence.

DAYS 30-60

- A. Target brokerage firms who hold conferences which would be applicable for BVNNF. Establish a goal of having management present in at least 3 new conferences. These would be non-paid for and have high institutional attendance, in addition to high-net-worth investors. Additionally, MZHCI will seek opportunities to present to brokers directly at firms for both teach-ins and small events.
- B. Formalize a Press Release calendar (queue) for coming three months. Create and release accordingly to the market and simultaneously to current and prospective investors inboxes.
- C. Include BVNNF where applicable in interviews with all financial online sites. Review and create media target list. Begin to make introductions and follow-up.
- D. Include BVNNF in all presentations where MZHCI representatives will speak on BVNNF's industry topics.
- E. Continue outreach and road shows.

DAYS 60-90

- A. Formalize and continually update the database to ensure that all press releases are e-mailed to all interested professionals.
- B. Target newsletter editors and publishers for favorable recommendations. Focus on Business Publications for appropriate stories on BVNNF product roll-out, unique model, and key competitive advantages to investors and industry players. Follow-up accordingly with all interested parties with a goal of receiving a new piece of media coverage at least 1x per quarter.
- C. Schedule and book out Road Shows.

III. TERM

This agreement becomes effective upon execution and shall remain effective for a period of twelve (12) months and shall automatically renew every twelve (12) months thereafter unless either party to the other delivers sixty (60) days written notice of termination prior to the end of the then current term.

- A. At the six month anniversary date, this agreement may be terminated at any time by the Company by giving at least 30 days advance notice in writing to the Consultant. If the agreement is terminated pursuant to this section III(A), the Company agrees to pay to the Consultant the monthly cash compensation set out in section IV payable for the month in which the written notice of termination is sent by the Company to the Consultant.

IV. COMPENSATION

Cash	\$13,500 USD per month payable on the 1st day of each month.
Equities	<p>The Company will issue an option to purchase 1,000,000 shares of BevCanna Enterprises Inc. common stock within ten (10) days of signing of this agreement, subject to the approval of the Canadian Securities Exchange. The options will be exercisable at \$0.275 CAD and will expire two (2) years from issuance. On exercise, the underlying shares shall be deemed earned, fully paid for, and non-forfeitable.</p> <p>In the event that this Agreement is terminated by the Company prior to the expiration date of the options, the Company agrees to retain the services of the Consultant on an as-needed basis as an Advisor until the expiry date of the options and, the Consultant hereby agrees to act in such capacity until the expiry date of the options.</p>
Expense Reimbursement	<p>Only expenses that would ordinarily be incurred by the Company will be billed back on a monthly basis. Applicable reimbursements would include creation, printing and postage for investor packages, fees for news wire services. Any packages requiring additional photocopying/ printing will be billed back to the Company at cost (with no mark-up). Any extraordinary items, such as broker lunch presentations, air travel, hotel, ground transportation or media campaigns, etc. shall be paid by the Company, only with Company authorization prior to incurring any expenses.</p>

V. PRIOR RESTRICTION

MZHCI represents to the Company that it is not subject to, or bound by, any agreement which sets forth or contains any provision, the existence or enforcement of which would in any way restrict or hinder MZHCI from performing the services on behalf of the Company that MZHCI is herein agreeing to perform.

VI. ASSIGNMENT

This Agreement is personal to MZHCI and may not be assigned in any way by MZHCI without the prior written consent of the Company. Subject to the foregoing, the rights and obligations under this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, legatees, successors, and permitted assigns of MZHCI and upon the successors and assigns of the Company.

VII. CONFIDENTIALITY

Except as required by law or court order, MZHCI will keep confidential any trade secrets or confidential or proprietary information of the Company which are now known to MZHCI or which hereinafter may become known to MZHCI and MZHCI shall not at any time directly or indirectly disclose or permit to be disclosed any such information to any person, firm, or corporation or other entity, or use the same in any way other than in connection with the business of the Company and in any case only with prior written permission of BVNNF. For purposes of this Agreement, "trade secrets or confidential or proprietary information" includes information unique to or about the Company including but not limited to its business and that is not known or generally available to the public. It is understood and agreed that MZHCI's obligations pursuant to this section survive termination of this Agreement.

VIII. DEFAULT

1. Except for a claim or controversy arising under Section VIII of this Agreement, any claim or controversy arising under any of the provisions of this Agreement shall, at the election of either party hereto, be determined by arbitration in California in accordance with the rules of the American Arbitration Association. The decision of the Arbitrator shall be binding and conclusive upon the parties. Each party shall pay its own costs and expenses in any such arbitration. The prevailing party shall be entitled to reimbursement of all fees incurred, including attorney, filing, travel and anything associated with the arbitration.
2. In the event MZHCI commits any material breach of any provision of this Agreement, as determined by the Company in good faith, the Company may, by injunctive action, compel MZHCI to comply with, or restrain MZHCI from violating, such provision, and, in addition, and not in the alternative, the Company shall be entitled to declare MZHCI in default hereunder and to terminate this Agreement and any further payments hereunder.
3. Since MZHCI must at all times rely upon the accuracy and completeness of information supplied to it by the Company's officers, directors, agents, and employees, the Company agrees to indemnify, hold harmless, and defend MZHCI, its officers, agents, and employees at the Company's expense, against any proceeding or suit which may arise out of and/or be due to any material misrepresentation in such information supplied by the Company to MZHCI (or any material omission by the Company that caused such supplied information to be materially misleading).
4. MZHCI agrees to indemnify, hold harmless and defend the Company, its officers, directors, employees and agents from and against any and all claims, actions, proceedings, losses, liabilities, costs and expenses (including without limitation reasonable attorney's fees) incurred by any of them in connection with, as a result of, and or due to any actions or inactions or misstatements by MZHCI, its officers, agents, or employees regarding or on behalf of the Company whether as a result of rendering services under this agreement or otherwise.

IX. SEVERABILITY AND REFORMATION

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, invalid or unenforceable provision were never a part hereof, and the remaining provisions shall remain in full force and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance; but in any such event this Agreement shall be construed to give effect to the severed provision to the extent legally permissible.

X. NOTICES

Any notices required by this Agreement shall (i) be made in writing and delivered to the party to whom it is addressed by hand delivery, by certified mail, return receipt requested, with adequate postage prepaid, or by courier delivery service (including major overnight delivery companies such as Federal Express and UPS), (ii) be deemed given when received, and (iii) in the case of the Company, be mailed to its principal office at BevCanna Enterprises Inc., 300 - 1008 Homer Street, Vancouver, BC V6B 2X1 Canada; and in the case of MZHCI, be mailed to MZHCI, LLC, 5055 Avenida Encinas, Suite 130, Carlsbad, CA 92008.

XI. MISCELLANEOUS

1. This Agreement may not be amended, except by a written instrument signed and delivered by each of the parties hereto.
2. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and all other agreements relating to the subject matter hereof are hereby superseded.
3. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, USA

In Witness Whereof, the parties have executed this Consulting Agreement as of the day and year first above written.

AGREED:[]

MZHCI, LLC

By: *"Ted Haberfield"*

Ted Haberfield, Chairman and President

Date: October 19, 2021

BevCanna Enterprises Inc.

By: *"Marcello Leone"*

Marcello Leone, Chairman & CEO

Date: October 19, 2021