

Summary of Services, Terms & Conditions Agreement with

BevCanna

- "The Client"

Proactive Investors facilitate the largest global investor network across four continents. With a team of analysts, journalists & professional investors Proactive will produce coverage on the Client to service our private investors, private client brokers, fund managers and the international investor communities that use our services on a daily basis. Proactive Investors will be engaging with the Client for the duration of the contract, to increase their profile among an active investment community where we will provide the following:

Services	List Price	Description
Proactive Media	£9,600 + VAT	Proactive Media Services (p2 points 1-17)
Proactive Media Pro	£18,000 + VAT (+£5,000 to incl financial model)	Proactive Media Services incl 1 x Research report & 1 x Analyst video per annum (p2 points 1-20) (Financial Model – p2, point 23)
Proactive Media Pro+	£25,000 + VAT (+£5,000 to incl financial model)	Proactive Media Pro Services incl 4 Research reports and 4 x Analyst videos per annum (p2 points 1-22) (Financial Model – p2, point 23)
Proactive Conference	£4,000 + VAT	Capital Conference
Proactive Event	£3,000 + VAT	One2One Investor Forum

This Agreement ("Agreement"), which sets forth the terms and conditions under which PI provides Client the Services described below.

Proactiveinvestors Media Contact	Ruth Gemmell
Media Agreement Type	proactive media pro
Initial Term (Months)	12
Renewal Term (s) (Months)	12
Client Termination Notification Period	90 DAYS
Billing Frequency	Annual
Start Date	22 July 2019
Event type (One2One Investor Forum or Capital Conference) & Date	n/a n/a

Client Contracting Entity ("Client")	Client Contact	Signature
BEVCANNA	Marcello Leone	<i>"Marcello Leone"</i>

Total summary of costs related to this order		
Proactiveinvestors Media Pack ENTER DESCRIPTION	£ 18000	+VAT
Proactiveinvestors Event ENTER DESCRIPTION	£ 0.00	+VAT
TOTAL	£ 18000.00	+VAT

Summary of Proactive Media Services

1. **UNLIMITED StockTube TV Interviews** with BBC & Bloomberg anchors published on Reuters, YouTube, Bloomberg, Google
2. **UNLIMITED 'DEEP DIVE' Investment articles** throughout the year, by our team of award-winning journalists
3. **UNLIMITED Audio (with video) interviews** with our broadcast anchors published on Reuters & YouTube, Bloomberg etc
4. **UNLIMITED Newswires – coverage of ALL client's press releases** with value-added comment & **'DEEP DIVE' Investment article promoted within every newswire** - explaining **'Why to Invest?'** in this client's shares
5. **Dynamic Profile Pages** on **Proactive Investors website, the Capital Markets websites** and **www.StockTube.com** pages. Providing a snapshot of the company, which will be registered with major search engines that clients can update & add their media/articles/broker notes/factsheets as required. This will be cross linked to all articles within their sector & appear on page one of a Google search on their company
6. **Featuring your investment profile on sector specific channels** Tech/Energy/Mining/Biotech/In Focus
7. **Interactive Online 'Results' Presentations videos**: corporate PowerPoint delivered in a virtual environment as required
8. **60 second 'Elevator Pitch'** which will display next to every newswire
9. **TWITTER**, we can build and manage your twitter account in real time, growing your following, tweeting all RNS & media
10. **Broker Coverage - of ALL broker & analyst notes**, including target prices & forecasts which are sent to us
11. **ALL** Proactive news & media is distributed across **MAJOR NEWS SERVICES Google News, Dow Jones Factiva & Bloomberg**
12. **Dedicated news feed - bespoke design** integrated into client's website automatically updating with their Proactive headlines. **Keeps your website updated in real time.**
13. **Newsletters** - All client articles, videos and news sent via our newsletters
14. **Social media** – all articles, videos & news featured across our social media pages
15. **Marketing material** - Broker note style printable PDF's of client's articles provided for their own website and hand-outs.
16. **Help drive traffic to your website.** All client media will link to their website and other articles, news releases, data & profile page
17. **All content is optimised for mobile devices.**
18. **Initiation Research Report** – a detailed analyst report. The first report will be an Initiation Research Report produced by an in-house Research Analyst, will be 5,000-7,500 words or 10-15 (A4) pages in length on average. A new initiation report will be produced each calendar year. The Report will be hosted on ProactiveInvestor websites, Blue Matrix Platform and external financial platforms.
 - detailed discussion of the business model and investment case
 - discussion of operations, results and other relevant data
 - alliances and partnerships
 - details of current peer group - market size and directions
 - use of charts, graphs, info graphics and images to emphasize and clarify as needed
 - sensitivities section outlines challenges and opportunities for the business
 - biographies - shareholders - market metrics
19. **Research Analyst Initiation Video** – interview with Research Analyst filmed by Proactiveinvestors Studios about the Client. The Video will be hosted on ProactiveInvestor websites and external financial platforms.
20. **Comprehensive progress statistics & viewing data.**
21. **Research Update – Quarterly** – an update report produced by an in-house Research Analyst, which will be 1,000-1500 words or 2-3 (A4) pages in length on average
22. **Research Analyst Video Update – Quarterly** – interview with Research Analyst filmed by Proactiveinvestors Studios about the Client
23. **Financial Model** including forecasts, discussion of recent performance and justification of our financial forecasts
 - a full three statement financial model
 - forecasting of revenue streams and costs, milestones and royalties to support a DCF valuation and / or putting together a matrix of peers

STANDARD TERMS AND CONDITIONS

PROACTIVE MEDIA

- A. In all cases, capitalized terms with the same meanings, but defined separately in the underlying agreements, shall be construed as the same term. For example, the following terms shall be interchangeable and have the same meaning: (i) "Proactive", "Proactive Investors", "PI" (ii) "Agreement", "Contract" and "Terms of Business"; (iii) "Client" and "Subscriber"; (iv) "Order Form", "Price Schedule", and "Addendum"; (v) "Site" and "Premises"; (vi) "User and "End User"; (vii) "RIC(s)"; (viii) "Third Party Provider" and "Information Provider", and (ix) "Service Fees", "Fees" and "Charges".
- B. Client confirms by engaging Proactive Investors, that it has the necessary authority to enter into this Order Form on the terms and conditions set forth in the Agreement.
- C. This Order Form is effective upon execution by the parties. The Initial Term and Renewal Term(s) are set out above and apply to yearly recurring Services (Media Pack), this Order Form shall continue for the Initial Term, and shall continue thereafter for any Renewal Terms unless either party terminates this Order Form with written notice in accordance with the Client Termination Notification Period set out above, delivered prior to the expiration of the then current term. The Initial Term shall commence on the first day of the month following the date the Services are first made available by Proactive Investors. In summary you must notify us of your wish to cancel at least three months in advance of the Anniversary, or the contract will renew for a further 12-month term
- D. The terms of the Agreement shall not expire prior to the expiry of this Order Form.
- E. The unit price displayed above is the net billable amount for this Order Form.
- F. Unless otherwise stated above, PI shall invoice Client any yearly recurring Fees a month in advance.
- G. The pricing currency of each Service on this Order Form is set out above. This may be different from the local billing currency. As a result of exchange rate fluctuations, the figure set out on Client's invoice may vary from one billing period to the next.
- H. If an invoice has not been paid after 60 days a 25% surcharge for debt recovery costs will be raised against the outstanding balance. We reserve the right to charge interest on late payments of up to 1.5% per month.
- I. After commencing use of Proactive Investors, the customer is forbidden to recruit any of Proactive Investors employees within 12 months to the end of the agreement. The customer is also forbidden to employ any services of any Proactive Investors employees or former employees within 12 months of the end of this agreement, even if available indirect of Proactive Investors.

PROACTIVE EVENTS

Obligations of the Producer

The Producer undertakes:

1. To provide the Client with a presentation slot of thirty (30) minutes at the 'Venue' on the date specified above
2. Conduct email and electronic marketing of the Client to the Producer's 'Database' to secure an 'Audience' for the Client's presentation

Obligations of the Client

The Client undertakes:

1. To pay all applicable taxes at the applicable rate
2. If the Client is unable to attend the presentation, it must make the Producer aware of this as soon as is practically possible. In the event the Client cancels its presentation slot, the full fee will remain payable.
3. If the Client cancels its presentation slot within two working days of the conference, a fee of £1,000 will be incurred. This fee is to cover re-marketing costs
4. In the event of outstanding payment, the outstanding payment will accrue interest at a rate of 10% per month.
5. One2One Investor Forums incur an additional charge for the Client's share of catering costs. These are payable directly to the Venue on the day of the event

General

1. In the event that the Producer cancels the date of the conference, the Client will be offered an alternative date. The Producer will have no further claim against the Client

Definitions

The following words and phrases shall have the following meanings:

“Client”	means the Company, its subsidiaries, associates, affiliates or other related corporate entities
“the Venue”	will be: – Capital Conferences - 52 Chiswell Street, London, EC1Y 4SD and One2One Investor Forums - Chesterfield Mayfair Hotel, 35 Charles Street, Mayfair
“the Database”	means the Producer’s email list
“the Price”	the price set out on the face of this order form
“the Audience”	will mean the number of delegates that will be present after all companies have been marketed to the Producer’s Database
“the Producer”	means Proactiveinvestors UK Limited