

Consulting Services Agreement (the "Agreement") is dated April 15, 2021, and effective as of March 15, 2021.

Between:

BEVCANNA ENTERPRISES INC.

a federally incorporated Canadian corporation with a mailing address at **900-885 West Georgia St V6C 3H1.**, in the City of Vancouver, in the Province of **British Columbia** (herein after referred to as "**THE CLIENT**")

-and-

TRIOMPHE HOLDINGS LTD. (DBA Capital Analytica)

a federally incorporated Canadian corporation with a mailing address at **3786 – Glen Oaks Drive**, in the City of **Nanaimo**, in the Province of **British Columbia** (herein after referred to as "**Consultant**")

3786 Glen Oaks Dr.
Nanaimo, BC
V9T 6H2, Canada

Whereas THE CLIENT requires the personal consulting services referred to in this agreement and Consultant is willing to provide these services, the parties agree that in consideration of the mutual covenants and other considerations set out in this Agreement:

Services

1. Subject to the terms and conditions in this Agreement THE CLIENT engages Consultant as an independent contractor or agent to provide to THE CLIENT and its affiliates the consulting services (the "Services") described in Exhibit "A" to this Agreement. Consultant shall be deemed a consultant or agent of THE CLIENT in that all or part of the Services may be performed under THE CLIENT's direction.
2. Consultant shall commence performance of the Services as per Exhibit "A". The Consultant shall perform any services or functions in accordance with and as limited by this Agreement and applicable laws and the regulatory environment.
 - a. Unless terminated in accordance with Clause 25 herein, the Services shall be completed as per Exhibit "A" and this Agreement shall terminate, except for the surviving provisions.
3. Consultant shall report on the progress or status of the Services from time to time, as reasonably required by THE CLIENT Consultant is responsible for the work product of the Services, but THE CLIENT shall have the right to observe Consultant and inspect the work product of the Services, and may set priorities regarding the performance of the Services.
4. Consultant shall be reasonably available to THE CLIENT Consultant agrees that reasonably available includes day and evening hours during the week and on weekends. Consultant also agrees that reasonably available includes telephone, email, and in person.

Representations

5. Consultant represents that Consultant has the necessary qualification and experience to provide the Services, and agrees to perform the Services for THE CLIENT and its affiliates:
 - a. not to assign this Agreement or any part of it to any other person or entity without THE CLIENT's prior written consent, which consent can be withheld in THE CLIENT's sole discretion. Any permitted assignment shall not relieve Consultant of its obligations under this Agreement;

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- b. to THE CLIENT's reasonable satisfaction, with due diligence, in a good, safe and professional manner and in accordance with good industry practices, all as is appropriate to the nature of the Services;
 - c. on schedule, if any is set out in the description of the Services;
 - d. in compliance with all applicable laws and regulations and the requirements of all agencies having jurisdiction over the Services or the intended work product of the Services;
 - e. without limiting d), in compliance with all occupational health and safety, fire, worker's compensation, employment, and environmental standards, requirements, work procedures or practices, whether required by applicable laws and regulations or by THE CLIENT;
 - f. without conflicts which may impair Consultant's duty to act in the best interests of THE CLIENT, or which impair Consultant's ability to perform the Services to the best of the Consultant's abilities;
 - g. Consultant will secure its own GST number, Worker's Compensation Board coverage, and any other coverage or insurance normal to the position; and
 - h. will refrain from acting in any manner contrary to the best interests of THE CLIENT or contrary to applicable laws and regulatory requirements, provided that at all times Consultant shall comply with regulatory requirements and guidelines respecting the conduct of its activities. Without limiting the generality of the foregoing Consultant represents and warrants to THE CLIENT that he is familiar with the content of the TSX Venture Exchange Policy 3.4 and the TSX Electronic Communications Guidelines and will comply with those standards for the CLIENT, Notwithstanding that it is listed on the CSE.
6. THE CLIENT shall provide to the Consultant such information and data and shall permit the Consultant to have access to such documents or premises as are reasonably necessary to enable him to perform the services provided for under the Agreement, excluding undisclosed information.
7. Consultant warrants that it is not a "non-resident" of Canada for the purposes of *The Income Tax Act of Canada*.



Payment

8. THE CLIENT shall pay Consultant for the Services an all-inclusive rate, excluding Goods and Services Tax ("GST"), for hours actually worked by Consultant, as prescribed by sections "a)" and "b)" below:
 - a. **\$80,000** for a period of 6 months, commencing March 15th 2021, and paid fully in advance.
 - b. THE CLIENT is responsible to Consultant for no payments, benefits or expenses other than those specifically set out in this Agreement and any others specifically approved in writing by THE CLIENT in its sole discretion.
9. Consultant shall invoice THE CLIENT for Services provided. Each invoice shall set out:
 - a. The amount payable for the Services;
 - b. The Consultant's G.S.T. registration number;
 - c. The amount of G.S.T. payable by THE CLIENT; and
10. THE CLIENT shall pay each invoice within fourteen (14) days of receipt of invoice. In the event of a dispute, THE CLIENT shall provide the Consultant notice of the item(s) in dispute and direction for correction. THE CLIENT may withhold payment of the disputed amount until the

dispute is resolved. If dispute is the result of Consultant error or negligence, the cost associated shall be deducted from the payment of Consultant's invoice.

11. THE CLIENT will not make deductions for income tax, Employment Insurance, Canada Pension Plan, Workers' Compensation, payroll taxes, or other source deductions, whether similar to these or not ("Source Deductions"). Consultant shall pay or remit all Source Deductions to the appropriate payee when due. Furthermore, Consultant shall not be entitled to the fringe benefits provided by THE CLIENT to its employees.
12. As a surviving covenant, Consultant shall be responsible for and shall both indemnify THE CLIENT for and save THE CLIENT harmless from all claims, losses and expenses incurred by THE CLIENT in connection with or arising from Consultant's failure to pay or remit Source Deductions as required in Clause 11.

Consultant Powers

13. Consultant shall not hire or engage others on behalf of THE CLIENT, make any representations or warranties binding THE CLIENT or subject THE CLIENT to obligations or claims of any nature, without prior verbal and or written authorization from THE CLIENT.

Duty to Devote Time

14. The parties agree that the Consultant will be available as needed to facilitate items listed in Exhibit "A".



Confidentiality

15. All information of any kind, in any format, which is acquired by, disclosed to, or produced by, Consultant or its Consultants in connection with the performance of the Services, and is not already in the public domain, is the confidential and proprietary information and property of THE CLIENT ("Confidential Information") and shall be held in confidence by the Consultant. Consultant shall not disclose it to third parties without THE CLIENT's prior written consent or express Court Order. Consultant shall re-deliver all Confidential Information in tangible form to THE CLIENT immediately upon the termination of this Agreement. These covenants shall survive the termination of the Agreement.

Ownership and Title

16. The Consultant acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of THE CLIENT. Accordingly, the Consultant specifically agrees and acknowledges that he will have no interest in the Confidential Information, including, without limitation, the know-how, copyright, trade-marks or trade names, notwithstanding the fact that he may have created or contributed to the creation of the same.
17. The Consultant does hereby waive any moral rights that he may have with respect to the Confidential Information, including any Confidential Information created by the Consultant in the course of his Agreement by THE CLIENT.
18. This Agreement will not apply in respect of any intellectual property, process, design, development, creation, research, invention, know-how, trade names, trade-marks or copyrights for which no equipment,

supplies, facility or Confidential Information of THE CLIENT was used, and was developed entirely on the Consultant's own time and does not relate to the business of THE CLIENT or relate to the Consultant's actual or demonstrably anticipated processes, research or development or result from any work performed by the Consultant for THE CLIENT; notwithstanding clause 17.

19. The Consultant agrees to immediately disclose to THE CLIENT all Confidential Information developed in whole or in part by the Consultant during the term of the Consultant's employment with THE CLIENT and to assign to THE CLIENT any right, title or interest the Consultant may have in the Confidential Information. The Consultant agrees to execute any instruments and to do all other things reasonably requested by THE CLIENT (both during and after the Consultant's employment with THE CLIENT) in order to vest more fully in THE CLIENT all ownership rights in those items transferred by the Consultant to THE CLIENT
20. The Consultant agrees to indemnify, defend, and hold THE CLIENT harmless from and against any and all losses, claims, damages, expenses, or liabilities (include reasonable legal fees) to which THE CLIENT may become subject arising in any way from either the performance of Services or relating to information, representations, reports, or data that the Consultant has furnished to THE CLIENT.

Force Majeure

21. Neither THE CLIENT nor Consultant shall be liable for any delay or damage caused by, resulting from, or arising from (a) any laws, orders, rules or regulations, (b) strikes, or (c) causes beyond the parties' control, ("event of Force Majeure"). Any delay caused by an event of Force Majeure shall not be deemed a breach of or failure to perform the Agreement or any part thereof, unless such delay lasts more than twenty-one (21) days, in which case THE CLIENT may at its option declare this Agreement frustrated and terminate it.



Notice

22. Any notice to be given under this Agreement shall be in writing and shall be mailed postage prepaid or sent by facsimile to THE CLIENT or the Consultant, as the case may be, at the appropriate address or facsimile number, as follows:

BevCanna Enterprises Inc.

1672 West 2nd Ave.
Vancouver BC

Triomphe Holdings Ltd.

(DBA Capital Analytica)
3786 Glen Oaks Drive
Nanaimo BC

Notices given by mail shall be deemed delivered five (5) days after the date postmarked, and facsimiles shall be deemed delivered at noon of the business day following the date of transmission.

Termination

23. Subject to the surviving covenants, THE CLIENT may terminate this Agreement:
 - a. at any time by giving the other party 30 days written notice or payment in lieu of 30 days written notice; or

- b. in the event of a material breach of this Agreement by the other party, by giving the other party written notice of immediate termination for cause.
- 24. Notwithstanding the termination of this Agreement, the parties shall not be released from any obligation or liability incurred or accrued prior to such termination. However, upon termination in accordance with this Agreement, Consultant waives any and all claims for damages or losses arising from or related to this Agreement or its termination, including without limitation, any claim for loss of anticipated profits. Consultant's sole entitlement in the event of termination is to receive payment from THE CLIENT for all amounts invoiced and due pursuant to Clauses 9 and 10 for Services provided prior to termination, amounts specified in this section and any rights he has under THE CLIENT's stock option plan as amended. THE CLIENT shall pay all such amounts in accordance with Clause 12.

Entire Agreement

- 25. This Agreement represents the entire Agreement between the parties with respect to the Services. No amendment or waiver shall be binding on the parties unless it is written and is signed by both parties. The headings used in the Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of the clauses herein.

Choice of Law and Attornment

- 26. The laws of the province of British Columbia shall govern this Agreement and the parties irrevocably attorn to the jurisdiction of the courts of British Columbia and all courts of appeal therefrom.



Set-Off

- 27. THE CLIENT may set off any amounts owing from Consultant to THE CLIENT or any of its affiliated companies against any amount due or owing to Consultant. Should the Consultant owe money to THE CLIENT at the same time as THE CLIENT owes money to the Consultant, THE CLIENT may settle all or part of each transaction by setting one off against the other.

IN WITNESS WHEREOF this Agreement has been duly executed in Vancouver, British Columbia, Canada by the parties hereto effective as of the day and year first above written.

CONSULTANT:

“Jeff French”

Triomphe Holdings Ltd. (DBA Capital Analytica)

THE CLIENT:

“Marcello Leone”

BevCanna Enterprises Inc.

EXHIBIT “A”

1. Services – Services provided by the Consultant include, but are not limited to:
 - a. Developing a social media focused capital markets strategy and providing business advisory services.
2. Commencement of Services – both parties will consider this Agreement in effect upon signing.

