

Service Agreement

This Service Agreement hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following Parties:

XF Capital Holdings Corp.

AND

Bevcanna Enterprises Inc.

Hereinafter, "Client" will refer to and be used to describe the following party: Bevcanna Enterprises Inc. "Consultant" will refer to and be used to describe the following party: XF Capital Holdings Corp. "Client" and "Consultant" may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, "Client" wishes to retain the Services (as defined below) of "Consultant";

WHEREAS, "Consultant" has the skills, qualifications, and expertise required to provide the Services to the "Client";

WHEREAS, "Consultant" wishes to render such Services to "Client".

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS: As used in this Agreement:

A) "Commencement Date" shall be used to refer to the date the "Consultant" begins work on the Services for the "Client". **The commencement date is 02/12/2021.**

B) "Completion Date" shall be used to refer to the date that the "Consultant" will complete or cease the provision of Services to the "Client".

Completion Date is: 04/12/2021. The parties may renegotiate the renewal agreement upon completion date.

C) "Fees" shall be used to refer to the payment "Client" will pay to "Consultant" for the rendering of the Services. Specifically, the fees shall be as follows:

\$40,000.00 USD due by 02/12/2021

Project Title: BevCanna Enterprises Inc.

D) In the event scheduled payments have not been made within 7 days of the due date, the "Consultant" reserves the right to terminate services at will and without prior written notice.

E) "Services" shall be used to refer to the following specific Services that "Consultant" will provide to "Client" under the terms and conditions set forth herein:

Social Media Awareness: Online Stock Forums, Pages, and Groups: Our team has extensive access to active investors and traders across dozens of groups that our team members administrate and/or moderate. We will use these resources to disseminate information, press, and content to investors and traders in the US and Canada.

Social Media Chats: We are owners and members of multiple chats across several social media and message service platforms. This gives us access to multitudes of active investors and traders. Chats generally prove to have high levels of success and engagement due to the rapport and relationships built by daily interaction.

Targeted Awareness: By strategically targeting our posts, we are able to gain attention from a more focused audience. The audience gains interest in your company based on our targeting criteria. Each team member has an average of 2000-5000 views per post. Paid advertisements will run for some content and material to increase viewership. Ad placement and costs will vary.

Message Boards: Our network includes some of the most well-known and followed traders on their respective messaging boards. We are able to leverage this network to disseminate information and build a following on the most popular message boards seen by traders daily.

Consulting and Investor Relations:

Strategic Consulting: The consultant will work closely with company executives and contractors to develop and implement a strategic timeline. The consultant will oversee and assist with all aspects of Investor Relations and Marketing components, and will report directly to the CEO on a weekly basis.

Investor Relations: We use our experience to relay company information in a manner that is well received by the retail investment community. Our team will write and/or revise official company press releases. All content is reviewed by the company for final approval.

Additional Content Creation: We will compile and distribute company information via research reports and/or due diligence packages. Highlighting developments into an

outline format makes it easier for investors and traders to understand the company's outlook. We also create high-quality videos highlighting your company's products or Services.

Technical Support:

Website Content Auditing: Our experience as retail traders has given us a unique perspective to view content through the eyes of traders and investors. We will audit the appearance of the company's website and content. Using our technical tools, we can analyze what is driving traffic to the company's website and how we can capitalize on missed opportunities.

Corporate Social Media Coordination: We will facilitate social media posts via official corporate social media accounts and administrate official social media groups. We work with the company to write and revise approved posts using our unique insight into the mindset of retail traders and investors. Social media engagement is key to building a presence and awareness.

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, "Consultant" hereby agrees to render the Services to "Client", beginning on the Commencement Date and ending on the Completion date and "Client" agrees to pay "Consultant" the fees required for the Services.

Article 3 - LOCATION:

"Consultant" will render the Services anywhere the "Consultant" considers appropriate to the type and nature of the work required to complete the Services.

Article 4 - SUBCONTRACTORS:

The "Consultant" shall be permitted to use subcontractors in the provision of Services to the "Client". The "Consultant" shall be responsible for the work of a subcontractor whose work shall be undertaken to the same standard as required by this Agreement. However, the Parties acknowledge and agree that some subcontractors have their own terms and conditions on which they trade and which are more restrictive than the provisions in this Agreement. For example, without limiting the generality of the foregoing, a subcontractor may have more restrictive wording as to the standard it will meet in work it performs (as to timing or quality), what is to happen if that standard is not met, and the restriction and exclusion of liability. Where the terms and conditions of a subcontractor are more restrictive or exclusionary than the provisions of this Agreement, the Parties agree that work provided by a subcontractor will be governed by the terms and conditions of the subcontractor rather than the provisions of this Agreement.

Article 5 - STAFF OR EMPLOYEES:

The "Consultant" may use any staff or employees that the "Consultant" deems fit and

capable in the provision of the Services to the "Client".

Article 6 - FEES:

The "Client" agrees to pay the "Consultant" the required Fees, as outlined elsewhere in this Agreement, for the provision of the Services, subject to the following terms and conditions:

A) Invoice Interval: The "Consultant" will be entitled to invoice the "Client" at the following time period: biweekly

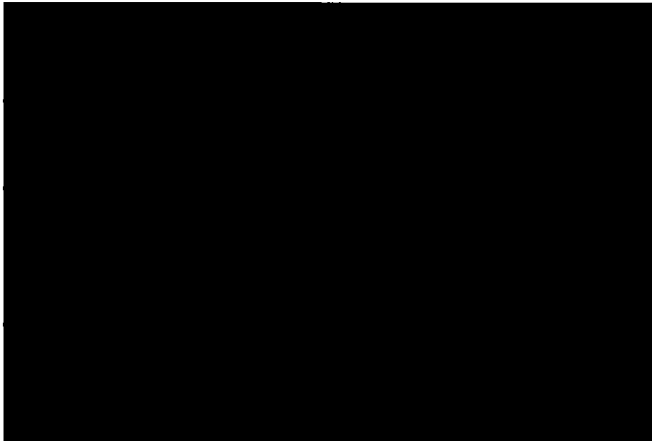
B) Invoice Period: The "Client" shall have the following time period in which to pay the invoice for "Consultant": one business day

C) Method of Payment: "Consultant" will accept the following forms of payment: Internal bank transfer or wire transfer.

Payment information for "Consultant" is as follows:

Payment for Services can be made via Wire Transfer to:

Kristin Cusati



D) Expenses: "Consultant" is responsible for the management and payment of any and all expenses incurred in the rendering of the Services and is not permitted to charge any such expenses back to "Client".

E) Penalties: If "Client" does not pay the invoiced and required amount by the date stated in the invoice or as otherwise provided for in this Agreement, "Consultant" shall be entitled to:

I) charge interest on the outstanding amount at the rate of 5% per day.

II) require "Client" to pay for the Services or any remaining part of the Services, in advance unless otherwise agreed upon by both parties.

III) cease performance of the Services completely or until payment is made, at the sole and exclusive discretion of "Consultant".

F) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by "Client" or "Consultant" shall be the sole and exclusive responsibility of each, respectively.

Article 7 - "CLIENT" OBLIGATIONS:

During the provision of the Services, the "Client" hereby agrees to:

A) Cooperate with the "Consultant" for anything the "Consultant" may reasonably Require;

B) Provide any information and/or documentation needed by the "Consultant" relevant to the provision of Services or payment for the provision of Services;

C) Require any staff or agents of the "Client" to cooperate with and assist the "Consultant" as the "Consultant" may need.

Article 8 - INTELLECTUAL PROPERTY:

In accordance with the terms and conditions of this Agreement, the "Consultant" may create certain intellectual property ("Created IP"), including, but not limited to, plans, drawings, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required to render the provision of Services to the "Client". Unless the Parties otherwise agree, any such Created IP generated by the "Consultant" in connection with the provision of Services to the "Client" shall belong to the "Consultant", but the "Consultant" hereby grants the "Client" a non-exclusive, irrevocable, royalty-free license to use the Created IP for internal purposes of the "Client". "Client" shall not, however, be permitted to copy, modify, disseminate, or otherwise publish the Created IP and shall not allow others to do so.

Any intellectual property provided by the "Client" to the "Consultant" to assist in the provision of Services, that was not created by "Consultant" pursuant to this Agreement, shall belong to the "Client". Any ancillary intellectual property belonging to the "Consultant", provided or shown to the "Client" in any way, that was not created by the "Consultant" pursuant to this Agreement, shall belong to the "Consultant".

Article 9 - CONFIDENTIALITY:

Each Party hereby acknowledges and agrees that they and the other party each possess certain nonpublic Confidential Information (as hereinafter defined) and may also possess

Trade Secret Information (as hereinafter defined) (collectively the "Proprietary Information") regarding their business operations and development. The Parties agree that the Proprietary Information is secret and valuable to each of their respective businesses and the Parties have entered into a business relationship, through which they will each have access to the other party's Proprietary Information. Each of the Parties desires to maintain the secret and private nature of any Proprietary Information given. "Receiving Party" refers to the Party that is receiving the Proprietary Information and "Disclosing Party" refers to the party that is disclosing the Proprietary Information.

A) Confidential Information refers to any information which is confidential and commercially valuable to either of the Parties. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to either of the Parties.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed. Confidential shall mean:

I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Receiving Party;

II) is already known, through legal means, to the Receiving Party;

III) is given by the Disclosing Party to third parties, other than the Receiving Party, without any restrictions;

IV) is given to the Receiving Party by any third party who legally had the Confidential Information and the right to disclose it; or

V) is developed independently by the Receiving Party and the Receiving Party can show such independent development.

B) "Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

C) Both Parties hereby agree they shall:

I) Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and the Parties' relationship with each other;

II) Not disclose the Confidential Information via any unauthorized means to any third parties for a period of 3 (three) years following the termination of this Agreement;

III) Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time;

IV) Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by the Disclosing Party.

Article 10 - WARRANTIES:

The "Consultant" represents and warrants that it will perform the Services using reasonable care and skill for a "Consultant" in their field and that any end products or materials given by the "Consultant" to the "Client" under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

Article 11 - LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to fees paid by the "Client" to the "Consultant". To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 12 - INDEMNITY:

"Client" hereby agrees to indemnify the "Consultant", and all of the agents, employees, and representatives of the "Consultant" against any and all damage, liability, and loss, as well as legal fees and costs, incurred, as a result of the Services rendered this Agreement or any transaction or matter connected with the Services or the relationship between "Consultant" and "Client". This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

Article 13 - TERMINATION:

A) This Agreement may be terminated by either party, upon notice in writing:

I) if the other party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have

been remedied within fourteen (14) days after a written request and was not;

II) if the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;

III) if the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.

B) This Agreement may be terminated by the "Consultant" if the "Client" fails to pay any requisite Fees within seven (7) days after the date they are due. The "Consultant" may terminate the Agreement immediately, with no notice period, in writing.

C) If the "Client" decides they are not satisfied with services provided by the "Consultant", the "Client" may terminate the agreement. The "Client" may terminate the Agreement with 7 days' notice, in writing

If this Agreement is terminated before the expiration of its natural term, "Client" hereby agrees to pay for all Services rendered up to the date of termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by "Consultant" related to the rendering of Services prior to the date of Termination.

Any termination of under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 14 - RELATIONSHIP OF THE PARTIES:

The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties and that this Agreement is for the sole and express purpose of the rendering of the specific Services by the "Consultant" to the "Client" under the terms and conditions herein.

Article 15 - GENERAL PROVISIONS:

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Delaware and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Delaware. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be

assigned, sold, leased, or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute a waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute a waiver of such term or any other term.

F) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G) PUBLIC ANNOUNCEMENT: Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

H) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

I) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

J) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

K) FORCE MAJEURE: "Consultant" is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

L) NOTICE OF ELECTRONIC COMMUNICATIONS PERMITTED:

I) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify the other Party in accordance with this clause.

The relevant contact information for the Parties is as follows:

"Consultant": Kristin Cusati

"Client": Bevcanna Enterprises

EXECUTION:

XF Capital Holdings Corp.

CEO Name: Kristin Cusati

Signature: *Kristin Cusati*

CEO Name: Marcello Leone

Signature: *Marcello Leone*

Date: 02/11/2021