

## FINDER'S FEE AGREEMENT

THIS AGREEMENT is dated June 1, 2018

AMONG:

**SATIVIO HOLDINGS INC.**, a company with a registered and records office address at Suite 200, 1238 Homer Street, Vancouver, British Columbia, V6B 2Y5

(the "**Company**")

AND:

**HOWE AND BAY FINANCIAL CORP.**, a company with an address at Suite 709, 700 West Pender Street, Vancouver, British Columbia, V6C 1G8

(the "**Finder**")

(each a "**Party**" and together, the "**Parties**")

### WHEREAS:

- A. The Company is a privately-held British Columbia corporation engaged in the business of providing consulting services to the marijuana industry (the "**Business**");
- B. the Finder has introduced or plans to introduce the Company to a party to facilitate a transaction (the "**Facilitator**"); and
- C. the Company has agreed to compensate the Finder for introducing the Company to the Facilitator.

NOW THEREFORE, the parties agree as follows:

### 1. FINDER SERVICES AND FEES

- 1.1 Services. The Finder has used or will use its commercially reasonable efforts to assist the Company by introducing the Company to the Facilitator (the "**Services**") with a view to enable the Company to complete a transaction with the goal of listing on a Canadian securities exchange. The Company acknowledges and agrees that the services of the Finder hereunder are non-exclusive to the Company and that the Finder may provide concurrent, identical services to any third parties during the Term of this Agreement.
- 1.2 Finder's Fees. The Company agrees to issue to the Finder as compensation for the Finder's Services 5,000,000 units of the Company (the "**Fee Units**"). Each Fee Unit shall consist of one common share and one-half of one share purchase warrant exercisable at a price of \$1.50 per share for a period of 2 years from the date of issuance.

1.5 Fee Payment Terms. The Fee Units shall be issued by the Company concurrently with the first or only closing of a private placement of the Issuer's common shares at a price of \$0.02 per common share.

1.6 Taxation. The Finder shall pay all taxes due in respect of the Fee Units and shall indemnify and hold harmless the Company from and against all tax assessments. The Company may make such withholdings from the Fee Units as are required by applicable law.

1.7 Expenses. The Company shall not reimburse the Finder for any expenses.

1.8 Not Broker-Dealer. The Finder represents and warrants to the Company, and the Company agrees, that the Finder is not a licensed securities broker or dealer, and that this Agreement is not intended for the purpose of buying, selling or trading securities.

## 2. TERM AND TERMINATION OF AGREEMENT

2.1 The term of this Agreement (the "**Term**") shall commence on the date the Finder's receipt of this agreement and will be valid for a period of 3 months, at the end of which time this Agreement will expire.

## 3. RELATIONSHIP

3.1 The Company and the Finder agree that the relationship created by this Agreement shall be that of independent contractors, and that there is no agreement, commitment, arrangement or understanding between the parties pursuant to which the Finder shall act as an advisor, agent or underwriter or member of a selling group in respect of any Transaction or in respect of any subsequent offering of the securities of the Company.

## 4. NON-CIRCUMVENTION AND NO OTHER FEES

4.1 The Company shall not take steps to defeat or which are intended to defeat or circumvent the rights of the Finder to receive a Fee under this Agreement. The Finder represents it is the party solely entitled to any Fee in connection with the Services and further agrees that no other party will look to the Company in connection with any other like fee in connection with the Services nor will the Finder look to any other party in connection with a further fee in connection with the Services.

## 5. RELEASES AND NONDISCLOSURE

5.1 Release. The Parties, each on behalf of themselves and on behalf of their respective heirs, legal representatives, officers, directors, employees, agents, successors and assigns,

release each other from all actions, causes of action, claims, demands, damages (including compensatory, exemplary, statutory and punitive damages), attorney fees, costs and matters of any kind, in law, equity or otherwise, that any of them individually or in any representative capacity has or has ever had against the others because of or arising out of the Services and any events related thereto occurring on or before the date of this Agreement (the “**Release**”).

5.2 **Covenant not to Sue.** The Parties, each on behalf of themselves and on behalf of their respective heirs, legal representatives, officers, directors, employees, agents, successors and assigns, promises not to sue or proceed in any manner against the other Party or its heirs, legal representatives, officers, directors, employees, agents, successors and assigns, in agency or other proceedings, whether at law, in equity, by way of administrative hearing or otherwise, to solicit others to institute any such actions or proceedings because of or arising out of the Services and any events related thereto occurring on or before the date of this Agreement.

5.3 **Indemnification.** This Release may be pleaded as full and complete defense to, and may be used as the basis for, an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the Release. Further, each of the Parties will indemnify and hold each other harmless against all losses, damages, costs and expenses, including reasonable attorney fees, resulting from the breach of any promise, provision, representation or covenant contained by the Release.

5.4 **Nondisclosure.** The Parties agree that to the fullest extent permitted by law, each of them shall keep the terms and conditions of this Agreement and the Release confidential and shall not disclose any of the information herein to any person, except to the extent necessary to those persons who will have a need to know specific information for the purposes of carrying out the terms of this Agreement or managing the Party’s financial or legal matters, to comply with applicable laws, rules or regulations, or by mutual agreement of the Parties.

## 6. GENERAL PROVISIONS

6.1 **Time is of the essence of this Agreement.**

6.2 **Headings used in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision thereof.**

6.3 **This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and shall supersede and replace any other agreement or arrangement, whether oral or written, heretofore existing between the parties in respect of the Services or the subject matter of this Agreement.**

6.4 **Each of the parties to this Agreement shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to carry out the full intent and meaning of this Agreement.**

6.5 The Company and the Finder confirm and acknowledge that they have been provided with an opportunity to seek independent legal advice with respect to their rights, entitlements, liabilities and obligations hereunder and understand that they have been recommended that such advice be sought prior to entering into this Agreement. Each of the parties to this Agreement may only assign its rights hereunder with the express written consent of the other party.

6.6 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

6.7 Any amendment to this Agreement must be made in writing and signed by each of the parties hereto.

6.8 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof, and that any dispute or question, either of fact or of law which arises out of this Agreement, shall be resolved solely by reference to the laws of British Columbia and the parties attorn exclusively to the jurisdiction of British Columbia.

6.9 This Agreement may be signed in counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. A faxed copy of an originally executed copy of this Agreement shall be accepted as an original

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the Effective Date.

**SATIVIO HOLDINGS INC.**

Per: *"Penny Green"*

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Authorized Signatory

**HOWE AND BAY FINANCIAL CORP.**

Per: *"Brian Gusko"*

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Authorized Signatory