

SCHEDULE “B” TO HEAD AGREEMENT CLIENT ENGAGEMENT TERMS

ARTICLE 1 DEFINITIONS, ATTACHMENTS AND APPLICABILITY

1.1 Definitions.

Definitions for capitalized terms used but not otherwise defined in these Client Engagement Terms are set forth in the Definitions Glossary, being Schedule “F” to the Head Agreement.

1.2 Attachments.

The following are attachments to these Client Engagement Terms:

- Attachment 1 – Transaction Fee
- Attachment 2 – Other Charges
- Attachment 3 – Order Confirmation Form
- Attachment 4 – CCX Privacy Policy
- Attachment 5 – Exchange Rules
- Attachment 6 – Direction to Pay

1.3 Applicability.

These Client Engagement Terms shall have effect and shall apply to Client and CCX at all times the Agreement is in effect.

ARTICLE 2 ENGAGEMENT OF CCX

2.1 Engagement of CCX.

- a) CCX hereby grants Client a non-exclusive, non-transferable right to access and use the Exchange during the Term.
- b) CCX shall provide the Cannabis Exchange Services to Client through the Exchange.
- c) From time to time, CCX may make available additional services to Client that are not within the scope of the Cannabis Exchange Services (the “**Additional Services**”). Prior to the provision of any Additional Services, CCX and Client shall enter into a separate or supplemental agreement (or Schedule) in writing setting forth the details of the Additional Services and the fees in respect thereof.

ARTICLE 3
ACCESS TO AND USE OF EXCHANGE

3.1 Access to Exchange.

- a) Client shall, via the Client Intake Form, notify CCX in writing of the names of all Client's representatives who Client proposes to be permitted access to and use of the Exchange.
- b) Client may propose any representative of Client or any of Client's Affiliates for access to the Exchange under the Agreement, provided however that Client may not propose a representative of a Client's Affiliate if such Affiliate is a separate Licensed Business. For clarity, such Affiliate must execute a separate Agreement to allow access to the Exchange for such Affiliate's representatives.
- c) CCX reserves the right at its sole and absolute discretion to refuse access to the Exchange by any of Client's representatives.
- d) CCX will provide Client with password protected access to the Exchange for those of Client's representatives who are approved by CCX (each, a "**Client User**"). All Client Users shall be at least the age of majority in the Province of residence of the Client User and shall comply with Applicable Law and the terms of the Agreement. Client is responsible for all acts and omissions of Client Users, and any act or omission by a Client User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable commercial efforts to make all Client Users aware of this Agreement's provisions as applicable to such Client User's use of the Exchange, and shall cause Client Users to comply with such provisions.
- e) Client shall be solely responsible to ensure the security and confidentiality of all Client User passwords, and to ensure that only Client Users have access to the Exchange. In the event Client learns that the security of a Client User password is compromised, or that an unauthorized Person has accessed the Exchange through Client's point of access, Client shall immediately notify CCX in writing.
- f) Client may access the Exchange for the sole purpose of using the Exchange to enter into Transactions and receive the Cannabis Exchange Services offered by CCX.
- g) Client acknowledges and agrees that it will not use proprietary information (including Confidential Information), Posted Terms, web content, or CCX IP in any way whatsoever except in accordance with the terms of the Agreement. The download, retention, use, publication, copying, or redistribution by Client of any such proprietary information (including Confidential Information), Posted Terms, web content and CCX IP is strictly prohibited, and Client does not acquire ownership rights to any proprietary information (including Confidential Information), Posted Terms, web content, CCX IP or other materials viewed, posted, or accessed through the Exchange.
- h) CCX reserves all rights not expressly granted to Client in the Agreement. Except for the limited rights and licences expressly granted under the Agreement, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any Intellectual Property rights or other right, title, or interest in or to the CCX IP.
- i) Subject to the terms and conditions contained in these Client Engagement Terms, CCX hereby grants to Client a non-exclusive, non-sublicensable, non-transferable licence to

use the CCX Documentation during the Term solely for Client's internal business purposes in connection with its use of the Cannabis Exchange Services and completion of Transactions.

- j) Client shall not use the Cannabis Exchange Services (or any Additional Services) for any purposes beyond the scope of the access granted in these Client Engagement Terms.
- k) Notwithstanding anything to the contrary in these Client Engagement Terms, CCX may monitor Client's use of the Exchange, the Cannabis Exchange Services (and any Additional Services) and collect and compile Aggregated Statistics. As between CCX and Client, all right, title, and interest in Aggregated Statistics, and all Intellectual Property rights therein, belong to and are retained solely by CCX. Client acknowledges that CCX may compile Aggregated Statistics based on Client Data input into the Cannabis Exchange Services (including Additional Services). Client agrees that CCX may:
 - i. make Aggregated Statistics publicly available in compliance with Applicable Law; and
 - ii. use Aggregated Statistics to the extent and in the manner permitted under Applicable Law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

3.2 Delegation.

Client shall not, without the express written consent of CCX, delegate or assign performance of Client's activities on the Exchange to any Person that is not a Client User.

3.3 Acceptable Use of Exchange.

Client agrees to use and shall cause each Client User to use the Exchange and any features provided in connection therewith in a responsible manner that is in full compliance with these Client Engagement Terms, the CCX Privacy Policy, the Exchange Rules and with Applicable Law. Client shall not use the Exchange or any of its features to:

- a) post or transmit any material which:
 - i. violates or infringes in any way upon the rights of any other Person;
 - ii. is unlawful, threatening, abusive, defamatory, hurtful, invasive of privacy or publicity rights, vulgar, obscene, hateful, profane or otherwise objectionable; or
 - iii. contains or links to software viruses or any other computer code, files or programs designed to (or that operates to) interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise interfere with or disrupt the Exchange or its order processing system;
- b) use or attempt to use another Exchange Member's account, content or personal information, or impersonate another Exchange Member;

- c) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cannabis Exchange Services (or any Additional Services) or CCX Documentation or any part of the Exchange;
- d) remove, circumvent, disable, damage or otherwise interfere with any access control or security-related features of the Exchange or any third-party account related to the Exchange;
- e) advertise or perform any commercial solicitation, including, but not limited to, the solicitation of other Exchange Members;
- f) copy, modify, or create derivative works of the Cannabis Exchange Services or CCX Documentation, in whole or in part;
- g) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cannabis Exchange Services (or any Additional Services), in whole or in part;
- h) engage in practices such as “screen scraping”, “database scraping” or “automated form filling” to retrieve, test or obtain lists of Exchange Members, Transactions, or other information generated or processed by or stored via the Exchange or any account related thereto;
- i) remove any proprietary notices from the Cannabis Exchange Services (or any Additional Services) or CCX Documentation; or
- j) use the Cannabis Exchange Services (or any Additional Services) or CCX Documentation or any part of the Exchange in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property right or other right of any Person, or that violates any Applicable Law.

3.4 Rights to Restrict or Suspend Access to Exchange.

- a) Notwithstanding any other provision of the Agreement, CCX shall at all times have the right to suspend (the “**Service Suspension**”) Client’s or any Client User’s participation in the Exchange or otherwise alter, restrict, or prohibit access to the Exchange, the Cannabis Exchange Services and any Additional Services as CCX, in its sole and absolute discretion, deems appropriate to protect the Exchange from harm or inappropriate conduct, as a result of any breach by Client of the Agreement, or any threat to the integrity, security, and operation of the Exchange.
- b) CCX will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Client User may incur as a result of a Service Suspension.
- c) CCX shall use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to the Cannabis Exchange Services and any Additional Services following any Service Suspension. CCX shall use commercially reasonable efforts to resume providing access to the Cannabis Exchange Services and any Additional Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured.

3.5 Complaint of Exchange Member Infractions.

Client may deliver to CCX a written complaint concerning any Client observation of an Exchange Member breaching these Client Engagement Terms or making a bid or offer out of line with the market.

ARTICLE 4 REMUNERATION OF CCX

4.1 Transaction Fee.

- a) Client shall pay to CCX the Transaction Fee in respect of each and every Eligible Transaction.
- b) **CLIENT ACKNOWLEDGES AND AGREES THAT THE TRANSACTION FEE SHALL BE PAYABLE BY EXCHANGE MEMBERS ON BOTH THE “BUY-SIDE” AND THE “SELL-SIDE” FOR EACH ELIGIBLE TRANSACTION AND AS A RESULT, CLIENT SHALL PAY THE TRANSACTION FEE FOR ANY ELIGIBLE TRANSACTION IN WHICH CLIENT IS EITHER THE BUYER OR THE SELLER.**

4.2 Other Charges.

- a) Each month or pro-rated portion thereof during the Term, regardless of whether Client enters into any Transactions or otherwise uses the Exchange or Cannabis Exchange Services, Client shall pay to CCX the Other Charges for additional services rendered as agreed upon by both parties.
- b) If applicable, Other Charges shall be paid by Client no later than thirty (30) calendar days following receipt of an invoice therefore.

4.3 GST/HST.

Transaction Fees and Other Charges payable by Client under the Agreement are exclusive of taxes and similar assessments. Client is responsible for GST/HST, provincial sales tax, value added tax, use and excise taxes, and any similar taxes, duties and charges of any kind imposed by a Governmental Authority on any amounts payable by Client hereunder, other than any taxes imposed on CCX's income.

4.4 Late Payments.

Late payment of any amount owed by Client to CCX under these Client Engagement Terms shall accrue interest at a rate equal five (5%) percent, compounded monthly.

ARTICLE 5 GENERAL TRANSACTIONAL MATTERS

5.1 Non-Exclusivity.

Subject to Section 5.2 hereof, the Exchange shall not be the exclusive means through which Client may purchase and sell Products. Client may engage in purchase and sale transactions of Products through any means other than the Exchange (an “**External Transaction**”), provided however that:

- a) in such External Transaction, Client shall not use any information or data acquired by Client through the Exchange (including but not limited to CCX IP), in the course of obtaining Cannabis Exchange Services or through the execution or proposed execution of a Transaction;
- b) a Client shall not enter into a Transaction with any Person in which the specific Transaction was initiated or originated through the Exchange or by CCX; and
- c) Client shall promptly remove from the Exchange any Product Client has for sale on the Exchange that has been sold through an External Transaction.

5.2 Non-Circumvention.

Client covenants and agrees not to (directly or indirectly), without the prior written consent of CCX, which consent may be unreasonably withheld:

- a) circumvent or attempt to circumvent, avoid, by-pass or obviate the Agreement in an effort to gain a benefit, fees, commissions or any other consideration at the expense of, or excluding, CCX, or for the benefit of Client or any other Person;
- b) intervene in the continuance of what Client actually knows or ought reasonably to have known were CCX’s pre-established business relationships, including but not limited to with other licensed cultivators, processors, sellers, buyers, brokers, freight services providers, manufacturers, or technology and service providers, or intervene in relationships with any of the foregoing, or initiate relationships, distribution or other contractual and/or transaction relationships that by-pass CCX or the Exchange in order to change, increase or avoid directly or indirectly payments of established or to be established fees or commission (including, but not limited to Transaction Fees and Other Charges); or
- c) solicit, initiate, accept or enter into any transactional relationship of any kind in which is largely described in or by the Confidential Information supplied by CCX or learned through the Exchange.

5.3 Non-Solicitation of Employees and Contractors.

- a) Client covenants and agrees that, during the Term and any renewals thereof and for a period of twelve (12) months following the termination of the Agreement for any reason whatsoever, not to directly or indirectly, either individually, in partnership, jointly or in conjunction with any other person, without the prior written consent of CCX, which consent may be unreasonably withheld:

- i. recruit, solicit or entice or attempt to recruit, solicit or entice any person who is, or within twelve (12) months prior to such recruitment, solicitation or enticement or attempt thereof, was, employed by or was an independent contractor of CCX on a full or part-time basis, to terminate such person's employment or independent contractor relationship with CCX; and
 - ii. otherwise interference with the relationship between CCX and its employees or independent contractors in any manner which would or may have a negative or detrimental effect on CCX.
- b) Client agrees that all terms and restrictions in this Section 5.3 are reasonable, valid and necessary protections of CCX's business interests and hereby irrevocably waives (and irrevocably agrees not to raise) any and all defences to the strict enforcement thereof (including the duration and scope of this Section 5.3), the intention of the Client and CCX being to provide for the legitimate and reasonable protection of the interests of CCX and its significant investment of time and financial resources.

5.4 Damages for Breach.

- a) If Client breaches the provisions of Section 5.1 or 5.2, Client shall pay to CCX, as liquidated damages and not as a penalty, an amount equal the Transaction Fee that would have been payable to CCX on both the "buy-side" and the "sell- side" on the External Transaction.
- b) The obligations of Client set forth in Section 5.1 and 5.2 shall be of indefinite duration from and after the Effective Date.
- c) Client acknowledges and agrees that CCX will be irreparably injured by a breach of the provisions of Section 5.1 and 5.2 of these Client Engagement Terms, which injury could not be adequately compensated for by damages, and CCX (or, in the case of a breach of Section 5.1(c), any Exchange Member who was either a Buyer or Seller in a Seller's Trade Execution involving Product not promptly removed from the Exchange) shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of such provisions. Such remedies shall not be deemed to be exclusive remedies for the breach of such provisions but shall be in addition to all other remedies available hereunder or otherwise at law or in equity.

5.5 Anonymity of Transactions.

- a) Client acknowledges that anonymity of Exchange Members is necessary to maintain a just, fair and efficient exchange of Products and completion of Transaction, and to prevent Exchange Members from exploiting the Transactions for their own marketing, branding and other business functions that are not core to the purpose and function of the Exchange.

- b) The Buyer and Seller involved in a Transaction shall remain anonymous to one another on the Exchange and shall only have their respective names and/or branding of their Products disclosed upon the issuance by CCX of an Order Confirmation for a Transaction or earlier if:
- iii. CCX deems it necessary to complete such Transaction; or
 - iv. Client requests disclosure and CCX and the Proposed Buyer or Proposed Seller, as applicable, consents to such disclosure.
- c) Client shall not, without CCX's prior approval, disclose its name (or that of its representatives), brand, trade-marks, or other unique identifiers to other Exchange Members at any time prior to the issuance by CCX of an Order Confirmation for a Transaction and any such subsequent disclosure shall be only to the other Exchange Member who was party to such Transaction.

5.6 Irrevocable Direction to Pay - For Invoices.

Client irrevocably authorizes CCX to issue a claim for outstanding and current invoices owing by Client to CCX under the Client Agreement between Client and CCX, against any funds held by a third party and which are otherwise payable to Client in respect of any sale of products arranged through the brokerage services of CCX.

Client acknowledges and agrees that CCX shall be entitled to payment of any amounts indebtedness owing to CCX in priority to Client's claim to any funds held by third parties that are, or will be, payable to Client. Client acknowledges and agrees that service of the Irrevocable Assignment of Funds and Direction to Pay attached to this Agreement, will result in the holder of such funds paying to CCX the amount of Client's outstanding indebtedness to CCX, and deducting such amount from the amounts otherwise payable to Client. As used herein, "holder of such funds" includes a purchaser of products from Client as well as an Escrow Agent holding funds that will be payable to Client. Client further acknowledges and agrees that the holder of such funds shall be discharged of any liability to pay Client the amount assigned and directed to be paid by the holder to CCX pursuant to the said Irrevocable Assignment of Funds and Direction to Pay.

CCX agrees to provide to Client twenty-four (24) hours advance written notice of CCX's intention to serve the Irrevocable Assignment of Funds and Direction to Pay attached to this Agreement on the holder of such funds. In the event, Client pays the entire outstanding indebtedness owing to CCX prior to the expiry of the twenty-four-hour notice period, CCX agrees that it will withdraw its intention to serve the said Irrevocable Assignment of Funds and Direction to Pay.

The Irrevocable Assignment of Funds and Direction to Pay, signed by an authorized representative of CCX shall be good and sufficient authority for the third party to pay the amount referred to in the Direction to Pay to CCX. CCX acknowledges and agrees that CCX will

not utilize the said Irrevocable Assignment of Funds and Direction to Pay to obtain from the holders of the said funds any amount in excess of the amount properly due and owing by Client to CCX.

ARTICLE 6 TRANSACTIONAL PROCEDURE

6.1 Client as Buyer or Seller.

The following procedure, together with the Exchange Rules, shall apply to Client in respect of the posting of Product for sale on the Exchange in its capacity as either the potential buyer of Product for sale on the Exchange (the “**Potential Buyer**”) or the potential seller of Product for sale on the Exchange (the “**Potential Seller**”).

6.2 Initiating Product Posting.

- a) Potential Seller may post Product offered to be sold by Seller on the Exchange by entering and/or uploading the required information (including but not limited to a PDF copy of the lab assay/certificate of analysis for such Product from an Accredited Laboratory) as prompted by the Exchange user interface.
- b) Potential Buyer may post Product requested to be purchased by Buyer on the Exchange by entering and/or uploading the required information as prompted by the Exchange user interface.

6.3 Review of Posting by CCX.

Prior to any posting of Product for sale or purchase going live on the Exchange, CCX shall review the information in the posting to ensure no required details have been omitted or are inaccurate. CCX shall have no liability whatsoever to Client for any delay in the Transaction as a result of CCX exercising its rights under this provision.

6.4 Requested Supporting Documentation.

Potential Buyer may, at any time prior to a Seller Trade Confirmation in respect of Product for sale on the Exchange, request that CCX request from Potential Seller all or part of the Supporting Documentation for such Product. Potential Seller may or may not consent to the delivery of such requested Supporting Documentation to the Potential Buyer. In the event Potential Seller consents to the delivery of such requested Supporting Documentation, Potential Seller shall redact such requested Supporting Documentation in compliance with Section 5.4(c) of these Client Engagement Terms and provide same to CCX for transmittal to Potential Buyer.

6.5 Placing of Offers.

Potential Buyer may, as prompted by the Exchange user interface, place a bid on any Product posted for sale on the Exchange and such bid shall constitute a binding offer to purchase such Product. Such offer shall be open for acceptance by Potential Seller of such Product until the earlier of:

- a) time specified by Potential Seller on the Exchange;
- b) Potential Buyer's removal or deletion of such bid on the Exchange; or
- c) Potential Seller's removal or deletion of the posting on the Exchange that gave rise to such bid.

6.6 Seller Trade Execution.

Potential Seller may at any time accept any bid/offer to purchase Product for sale on the Exchange either:

- a) manually for such bid/offer as prompted by the Exchange user interface;
- b) by written authorization for CCX to accept such bid/offer on Seller's behalf; or
- c) automatically by pre-setting a reserve-price/auto acceptance for Seller's Product using the Exchange user interface and a Potential Buyer's bid meeting such reserve-price. (each, a **"Seller's Trade Execution"**).

6.7 Payment of Transaction Fee.

- a) Client acknowledges that as of the moment of Seller's Trade Execution, CCX's performance of the Cannabis Exchange Services shall be complete and the Transaction Fee shall be payable in respect of the Transaction that was agreed upon by the Seller's Trade Execution.
- b) Promptly following Seller's Trade Execution, CCX will review the details of the Transaction and, if acceptable to CCX, CCX shall issue an invoice to Client for the Transaction Fee applicable to Client in respect of the Transaction that was agreed upon by the Seller's Trade Execution (the "Initial CCX Invoice").
- c) For the purposes of such Initial CCX Invoice, the Transaction Fee applicable to Client shall be calculated based upon the Seller Determined Purchase Price (the "Initial Transaction Fee").
- d) Client shall pay the Initial CCX Invoice no later than two (2) Business Days following a Seller's Trade Execution and delivery of invoice.
- e) In the event that, upon its review of a Transaction under Section 6.7(b), CCX determines that required details have been omitted or are inaccurate, CCX will contact and work with the Transaction counterparties to correct the deficiencies. CCX shall have no liability whatsoever to Client for any delay in the Transaction as a result of CCX exercising its rights under this provision.

6.8 Order Confirmation.

- a) Promptly following Client's payment of the Initial CCX Invoice, CCX shall issue to Buyer and Seller an order confirmation containing those particulars of the Transaction and in the form determined by CCX from time to time, in its sole discretion, the current version of which is attached to the Client Engagement Terms as Attachment 3 (each, an "**Order Confirmation**").
- b) Each Order Confirmation shall act as a legally binding form of proof of the Transaction.
- c) Order Confirmations shall be sent to Client via the email address provided to CCX in the Client Intake Form.
- d) If Client does not receive an Order Confirmation within twenty-four (24) hours of Client's payment of the Initial CCX Invoice, it is the responsibility of Client to contact CCX to notify CCX the Order Confirmation has not been received. CCX and Client shall then revise or update the contact information to ensure Client receives the Order Confirmation.

6.9 Purchase Order Terms Apply.

Following CCX's issuance of the Order Confirmation in respect of a Transaction, the Purchase Order Terms shall apply to such Transaction as between Buyer and Seller.

6.10 Changes to Initial Transaction Fee.

- a) Following Buyer's and Seller's determination of the Final Purchase Price per transaction in accordance with the Purchase Order Terms, CCX shall re-calculate the Transaction Fee based upon such Final Purchase Price (the "**Amended Transaction Fee**"). If the re-calculation results in a change to the Transaction Fee, in either direction, exceeding a \$250 threshold than CCX will follow the direction in 6.10(b). If the result is less than the \$250 threshold, than no adjustment will be made in either direction to the Initial Transaction Fee charged and paid.
- b) In the event the Amended Transaction Fee is greater than \$250 over the Initial Transaction Fee, Client shall, within five (5) Business Days pay to CCX the difference. In the event the Initial Transaction Fee is greater than the Amended Transaction Fee by \$250, CCX shall within five (5) Business Days refund or credit Client the difference. Any late payments of amounts under this Section 6.10 shall accrue interest at the rate described in Section 4.4 of these Client Engagement Terms.

6.11 Forfeiture of Initial Transaction Fee.

In the event a Transaction in respect of which the Initial Transaction Fee has been paid fails to finally close for any reason, including but not limited to:

- a) Client being in breach or default in the performance of any of its obligations under the Agreement and such default or breach continues after five (5) calendar days' written notice from CCX to Client stating the particulars of such default or breach;
- b) Client becoming bankrupt or making an assignment for the benefit of creditors or proposes or makes any arrangements for the liquidation of its debts or a receiver or receiver and manager is appointed with respect to all or any part of the assets of Client;
- c) CCX terminating the Agreement in accordance with Section 7(b) of the Head Agreement;
- d) a recall occurs involving Product that is the subject of such Transaction;
- e) termination of the Purchase Order Terms in respect of such Transaction by Buyer or Seller in accordance with the Purchase Order Terms; or
- f) failure of the Designated Carrier to pick-up or deliver Product that is the subject of such Transaction;

then any such Initial Transaction Fee shall be forfeited to CCX and shall not be subject to the true-up described in Section 6.10 of these Client Engagement Terms. Notwithstanding the foregoing CCX may, in its sole and absolute discretion, elect to refund the Initial Transaction Fee paid by an aggrieved, not-at-fault Buyer or Seller, as applicable.

6.12 Delegation of Authority to CCX.

Client may, by written email or telephone call to CCX, delegate authority for CCX to undertake any task described in this Article 6 (including but not limited to the placing of bids and offers) on behalf of and as agent for Client. CCX shall have no liability whatsoever to Client in relation to the exercise of such authority, except where CCX acts not in accordance with or outside the scope of such delegated authority.

ARTICLE 7 DATA; INTELLECTUAL PROPERTY OWNERSHIP

7.1 Submitted Content.

- a) Client shall be responsible for the accuracy of all information and Client Data submitted to CCX in connection with the Agreement, including, but not limited to, Registration Data and information with respect to Product being offered for sale through the Exchange.
- b) All Client Data posted by Client to the Exchange shall be accurate and complete and compliant with Applicable Law. Client shall promptly alert CCX if Client becomes aware of an error or omission in any Client Data posted by Client to the Exchange.

7.2 Validity of Data.

CCX receives information and data from other Exchange Members, counterparties, members of CCX, Government Authorities and does not vouch for the accuracy, validity or truth of such information and data. Client acknowledges and agrees that CCX is merely an aggregator of such

information and data for the purpose of helping Exchange Members, including Client, form more informed opinions and insights into the Cannabis and the Industrial Hemp industries in Canada. CCX shall not be responsible to ensure the completeness or accuracy of any information submitted by any counterparty in a Transaction, nor the completeness or accuracy of any information exchanged over the course of a Transaction, including, but not limited to, lab test documentation, images of the Products, or otherwise.

7.3 Ownership of Intellectual Property; Feedback.

- a) Client acknowledges that, as between Client and CCX, CCX owns all right, title, and interest, including all Intellectual Property rights, in and to the CCX IP.
- b) CCX acknowledges that, as between CCX and Client, Client owns all right, title, and interest, including all Intellectual Property rights, in and to the Client Data. Client hereby grants to CCX a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for CCX to provide the Cannabis Exchange Services (and any Additional Services) to Client (and other Exchange Members) or to enforce the Agreement and exercise CCX's rights and perform its obligations hereunder, and an non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to reproduce, distribute, modify, and otherwise use and display Client Data incorporated within the Aggregated Statistics.
- c) If Client or any of its employees or contractors sends or transmits any communications or materials to CCX by mail, email, telephone, or otherwise, suggesting or recommending changes to the CCX IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), CCX is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to CCX on Client's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and CCX is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property rights contained in the Feedback, for any purpose whatsoever, although CCX is not required to use any Feedback.

ARTICLE 8 DISCLAIMERS

8.1 Disclaimers.

Client acknowledges and agrees that:

- a) **THE EXCHANGE, ANY RELATED CANNABIS EXCHANGE SERVICES (INCLUDING ADDITIONAL SERVICES) AND THE INFORMATION AVAILABLE FROM OR THROUGH THE EXCHANGE OR CCX ARE PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, PROMISES, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A**

PARTICULAR PURPOSE OR ANY PURPOSE). ALL SUCH WARRANTIES, PROMISES, REPRESENTATIONS, AND GUARANTEES ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. INFORMATION MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. CCX DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT CLIENT'S USE OF THE EXCHANGE, ANY RELATED CANNABIS EXCHANGE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT INFORMATION AVAILABLE THROUGH ANY OF SAME WILL BE ACCURATE OR ERROR-FREE, OR THAT THE EXCHANGE AND/OR RELATED SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND CCX DISCLAIMS ANY LIABILITY RELATING THERETO. CLIENT AGREES THAT, FROM TIME TO TIME, CCX MAY TAKE DOWN OR REMOVE THE EXCHANGE OR ANY FUNCTIONALITY THEREOF, FOR INDEFINITE PERIODS OF TIME, OR CANCEL RELATED SERVICES OR ANY OF THEM AT ANY TIME, WITHOUT NOTICE TO CLIENT.

- b) CCX'S TOTAL, MAXIMUM AGGREGATE LIABILITY AND THE TOTAL, MAXIMUM AGGREGATE LIABILITY OF CCX'S REPRESENTATIVES, ARISING FROM OR RELATING TO THE AGREEMENT (REGARDLESS OF THE FORM OF ACTION OR CLAIM, E.G., CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY) IS LIMITED TO THE AGGREGATE OF THE TRANSACTIONS FEES AND OTHER CHARGES PAID TO CCX HEREUNDER BY CLIENT.
- c) THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF THESE CLIENT ENGAGEMENT TERMS OR CLIENT'S ABILITY OR RIGHT TO USE THE EXCHANGE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY TO APPLY, THE FOREGOING LIMITATIONS AND EXCLUSIONS WILL APPLY TO CLIENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

ARTICLE 9

INCORPORATION OF GENERAL TERMS BY REFERENCE

9.1 Incorporation of General Terms by Reference.

The General Terms set forth in Schedule "E" are hereby incorporated by reference and shall apply to these Client Engagement Terms. For the purposes of interpretation of the General Terms so incorporated:

- a) **"Applicable Document"** shall mean these Client Engagement Terms;
- b) **"Applicable Party"** shall be each of CCX and Client; and
- c) **"Notice Address"** shall be:

- i. for CCX, Unit 1, 713 5th Street NE, Calgary, AB, T2E 3W7 or email client@canadiancannabisx.com or such other office or email address as CCX may notify Client in writing from time to time; and
- ii. for Client, the address specified in the Client Intake Form or email to the Notice Contact specified in the Client Intake Form.

ATTACHMENT 1 TO CLIENT ENGAGEMENT TERMS
TRANSACTION FEE

Amended 1.2 December 14, 2022; Effective January 1, 2023

All Micro-Producer Rates, Buy-Side Commission Rates, and Minimum Commission rates Remain UNCHANGED from Previous Agreement

There will be no screen access fees for active trading accounts. A minimum of \$250 commission will be applicable for any transactions. Supply deals & ancillary service commission determined on a per transaction basis.

Sell-Side of Deal (updated rates)		
Product Category	Standard Rate (Gross Transaction Value <\$250,000)	Threshold Rate (Gross Transaction Value >\$250,000)
THC Products (<i>Bud/Flower</i>)	4.25%	3.00%
THC Products (<i>Trim, Shake</i>)	4.25%	3.00%
Hemp & CBD Biomass	4.25%	3.00%
Oils & Extracts	4.25%	3.00%
Genetics	4.25%	3.00%
Consumables	4.25%	3.00%
Micro-Producers (rates unchanged)		
2.00% on all transactions		

Buy-Side of Deal (rates unchanged)		
Product Category	Standard Rate (Gross Transaction Value <\$250,000)	Threshold Rate (Gross Transaction Value >\$250,000)
THC Products (<i>Bud/Flower</i>)	3.00%	2.50%
THC Products (<i>Trim, Shake</i>)	3.00%	2.50%
Hemp & CBD Biomass	2.50%	2.00%
Oils & Extracts	3.00%	1.50%
Genetics	3.00%	1.50%
Consumables	3.00%	2.00%
Micro-Producers (rates unchanged)		
2.00% on all spot transactions		

ATTACHMENT 2 TO CLIENT ENGAGEMENT TERMS
OTHER CHARGES

The following items shall be considered Other Charges:

Account Types

- **Active Trade Accounts:** No screen access fees apply to active trade accounts.
- **View Access Accounts:** \$100.00 per month or \$1,000 per year for a group of four (4) Client Users. This includes view access users, pre-licensed operations, government, and regulatory clients.

***To be pro-rated for partial months.**

Client Advisory Services (Other Charges)

- These would be services rendered at the request of a clients and completed on pre-established basis.

ATTACHMENT 3 TO CLIENT ENGAGEMENT TERMS
ORDER CONFIRMATION FORM



ORDER CONFIRMATION

Transaction Date:
Transaction Time:
Effective Date:
Transaction ID:
Confirmation #:

TRANSACTION PARTICIPANTS:

Buyer:

(Name of Trader)
(Licensed Business)
(License #)
P: (Contact Phone)
E: (Contact email)

Seller:

(Name of Trader)
(Licensed Business)
(License #)
P: (Contact Phone)
E: (Contact email)

PRICING AND MEASUREMENT DETAILS:

Deal Type: [spot/other]
Unit Price: \$[x] per [x]
Seller Determined Weight: [x]
Seller Determined Potency Content:
THC: [x]
CBD: [x]
Seller Determined Purchase Price: \$[x]
Initial Transaction Fee (Buyer): \$[x] *paid to CCX on [date]
Initial Transaction Fee (Seller): \$[x] *paid to CCX on [date]

Allowable Potency Content Range (if applicable):

THC: [x]
CBD: [x]
Acceptable Moisture Content: [x]
Sample Size: [x]
Accredited Laboratory Name: [x]
Certificate of Analysis/Lab Assay(s) for Product: See Attached PDF
Other Attachments: See Attached [pictures/etc.]

PRODUCT INFORMATION:

Product Type(s): [Cannabis/Hemp/Oil]
Product Name(s): [x]
Harvest Date(s): [x]
Packaging Date(s): [x]
Additionally Agreed-Upon Technical Specifications: [x]
Additionally Agreed-Upon Non-Technical Specifications: [x]

SHIPPING INFORMATION:

Pick-Up Location: [address]
Pick-Up Date: [address]
Shipping Destination: [address]
Delivery Date(s): [x]

Designated Carrier: [x]

Party Responsible for Shipping: [Buyer/Seller]

Transportation Cost: Settled directly between Designated Carrier and Party Responsible for Shipping.

PAYMENT DETAILS:

Deposit Percentage: [x]%
Deposit Amount: \$[x]*
*Payable by Buyer to Seller immediately.

Escrow Percentage: [x]%
Escrow Amount: \$[x]**
**Payable by Buyer to: "Clark & Associates, in trust"
immediately, releasable to Seller on delivery of
Product to Buyer.

Holdback Percentage: [x]%
Holdback Amount: \$[x]***
***releasable to Buyer and/or Seller after final
measurement and testing by Buyer.

If the details set forth in this confirmation of the Transaction do not accord with your understanding of the Transaction, please contact Canadian Cannabis Exchange ("CCX") immediately. If you do not advise CCX of the contrary within 1 Business Day of the date of this Order Confirmation, you will be deemed to have waived any rights to dispute the accuracy of this Order Confirmation or the existence of the Transaction as evidenced by it and to have accepted the consequence of the Transaction, financial and otherwise. Nothing herein shall be construed as investment, tax or legal advice from CCX. Only the Pick-Up Location, Shipping Destination, Delivery Date(s) and Designated Carrier may be modified by Buyer and Seller following issuance of this Order Confirmation. Notice of any such modification must be sent to CCX at client@canadancannabisx.com

ATTACHMENT 4 TO CLIENT ENGAGEMENT TERMS
CCX PRIVACY POLICY

Privacy Policy

Canadian Cannabis Exchange Ltd.

Introduction

Canadian Cannabis Exchange Ltd. (the “**CCX**” or “**We**”) respect your privacy and are committed to protecting it through our compliance with this policy.

This Privacy Policy describes how we collect, use, disclose, and protect the personal information of our website users (“**you**”), describes the types of information we may collect from you or that you may provide when you visit the website canadiancannabisx.com or any pages with that route (our “**Website**”), and our practices for collecting, using, maintaining, protecting, and disclosing that information.

We will only use your personal information in accordance with this policy unless otherwise required by Applicable Law. We take steps to ensure that the personal information that we collect about you is adequate, relevant, not excessive, and used for limited purposes.

Privacy laws in Canada generally define “personal information” as any information about an identifiable individual, which includes information that can be used on its own or with other information to identify, contact, or locate a single person. Personal information does not include business contact information, including your name, title, or business contact information.

This Privacy Policy applies to information we collect, use, or disclose about our Website users:

- (a) on the Website;
- (b) in email, text, and other electronic messages between you and this Website or CCX representatives;
- (c) when you interact with our advertising and applications on third-party websites and services if those applications or advertising include links to this policy.

The Website may include links to third-party websites, plug-ins, services, social networks, or applications. Clicking on those links or enabling those connections may allow the third party to collect or share data about you. If you follow a link to a third-party website or engage a third-party plugin, please note that these third parties have their own privacy policies and we do not accept any responsibility or liability for these policies. We do not control these third-party websites, and we encourage you to read the privacy policy of every website you visit.

This Privacy Policy does not apply to information collected by:

- (a) Any other website operated by CCX or any third party (including our affiliates and subsidiaries); or
- (b) any third party (including our affiliates and subsidiaries) through any application or content (including advertising) that may link to or be accessible from or on the Website.

Please read this Privacy Policy carefully to understand our policies and practices for collecting, processing, and storing your information. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you indicate that you understand, accept, and consent to

the practices described in this Privacy Policy. This Privacy Policy may change from time to time and will be published on Website. Your continued use of this Website after we make changes indicates that you accept and consent to those changes, so please check the Privacy Policy periodically for updates.

Definitions

In this Privacy Policy, the term “**Applicable Laws**” includes any applicable federal, provincial or local law as may be appropriate in the context, including the *Cannabis Act* (Canada) and any regulations thereunder, consumer protection legislation, privacy legislation, statutory law and regulations, common law, the law of equity and any other laws applicable to CCX.

Information We Collect About You

We collect and use several types of information from and about you, including:

- (a) personal information, that we can reasonably use to directly or indirectly identify you, such as your name, mailing address, e-mail address, telephone number, Internet protocol (IP) address used to connect your computer to the Internet, user name or other similar identifier, billing and account information and any other identifier we may use to contact you online or offline (“**personal information**”);
- (b) non-personal information, that does not directly or indirectly reveal your identity or directly relate to an identified individual, demographic information, or statistical or aggregated information. Statistical or aggregated data does not directly identify a specific person, but we may derive non-personal statistical or aggregated data from personal information. For example, we may aggregate personal information to calculate the percentage of users accessing a specific Website feature;
- (c) technical information, including your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, or information about your internet connection, the equipment you use to access our Website, and usage details; and
- (d) non-personal details about your Website interactions, including the full Uniform Resource Locators (URLs), clickstream to, through and from our Website (including date and time), services or offerings that you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, or any phone number used to call our client service number.

How We Collect Information About You

We use different methods to collect your information, including through:

- (a) direct interactions with you when you provide it to us, for example, by filling in forms or corresponding with us by phone, email, or otherwise;
- (b) user contributions, as you may provide information for us to publish or display on public Website areas or transmit to other Website users or third parties;
- (c) automated technologies or interactions, as you navigate through our Website. Information collected automatically may include usage details, IP addresses, and information collected through cookies; and

- (d) third parties or publicly available sources, for example, our business partners.

Information You Provide to Us

The information we collect directly from you on or through our Website may include:

- (a) information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website, subscribing to our service, posting material and/or requesting further services. We may also ask you for information when you report a problem with our Website;
- (b) records and copies of your correspondence (including email addresses), if you contact us;
- (c) details of transactions you carry out through our Website and the completion of your transaction. You may be required to provide financial information before completing a transaction through our Website; and
- (d) your search queries on the Website.

You may also provide information to be published or displayed (hereinafter, “**posted**”) on public areas of the Website or transmitted to other users of the Website or third parties (collectively, “**User Contributions**”). Your User Contributions are posted on and transmitted to others at your own risk. We cannot control the actions of other users of the Website with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that unauthorized persons will not view your User Contributions.

Information We Collect Through Cookies and Other Automatic Data Collection Technologies

As you navigate through and interact with our Website, we may use cookies or other automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- (a) details of your visits to our Website, including traffic data, logs and other communication data and the resources that you access and use on the Website; and
- (b) information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically is statistical information and may include personal information, and we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- (a) estimate our audience size and usage patterns;
- (b) store information about your preferences, allowing us to customize our Website according to your individual interests;
- (c) speed up your searches; and
- (d) recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- (a) **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- (b) **Flash Cookies.** Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Website. Flash cookies are not managed by the same browser settings that are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see Tracking Technologies and Advertising.
- (c) **Web Beacons.** Pages of our Website may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit CCX, for example, to count users who have visited those pages or and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- (a) to present our Website and its contents to you;
- (b) to provide you with information or services that you request from us;
- (c) to carry out our obligations and enforce our rights arising from any contracts with you, including for billing and collection or to comply with legal requirements;
- (d) to fulfill the purposes for which you provided the information or that were described when it was collected, or any other purpose for which you provide it;
- (e) to notify you about changes to our Website or any services we offer or provide though it;
- (f) to improve our Website, services, marketing, and user experiences;
- (g) to allow you to participate in interactive features or similar features on our Website;
- (h) in any other way we may describe when you provide the information; and
- (i) for any other purpose with your consent.

Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this Privacy Policy:

- (a) in accordance with Applicable Law, to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all CCX's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by CCX about our users is among the assets transferred;

- (b) to contractors, affiliate or partner companies, wholly or partially owned subsidiaries or parent companies, service providers, and other third parties we use to support our business (such as analytics and search engine providers that assist us with Website improvement and optimization) and who are contractually obligated to keep personal information confidential, use it only for the purposes for which we disclose it to them, and to process the personal information with the same standards set out in this policy;
- (c) Payment information contained in payment cards and information related to your purchase will be shared with the financial institution that issued your payment card and our payments processing service provider to verify that the purchase can be completed and for the purposes of authorizing and approving transactions and mitigating fraud;
- (d) to fulfill the purpose for which you provide it;
- (e) for any other purpose disclosed by us when you provide the information; and
- (f) with your consent.

We may also disclose your personal information:

- (a) to comply with any court order, law, or legal process, including to respond to any government or regulatory request, in accordance with Applicable Laws;
- (b) to enforce or apply the terms of our client agreement and other agreements, including for billing and collection purposes; and
- (c) if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of CCX, our clients, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection.

Transferring Your Personal Information

We may transfer personal information that we collect or that you provide as described in this Privacy Policy to contractors, service providers, and other third parties we use to support our business (such as analytics and search engine providers that assist us with Website improvement and optimization) and who are contractually obligated to keep personal information confidential, use it only for the purposes for which we disclose it to them, and to process the personal information with the same standards set out in this Privacy Policy.

We may process, store, and transfer your personal information in and to a foreign country, with different privacy laws that may or may not be as comprehensive as Canadian law. In these circumstances, the governments, courts, law enforcement, or regulatory agencies of that country may be able to obtain access to your personal information through the laws of the foreign country. Whenever we engage a service provider, we require that its privacy and security standards adhere to this Privacy Policy and Applicable Laws.

By submitting your personal information or engaging with the Website, you consent to this transfer, storage, or processing.

Tracking Technologies and Advertising

You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of this Website may not be

accessible or may not function properly. For more information about tracking technologies, see Information We Collect Through Cookies and Other Automatic Data Collection Technologies.

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can also access these websites to learn more about online behavioural advertising and how to stop websites from placing cookies on your device. Opting out of a network does not mean you will no longer receive online advertising. It does mean that the network from which you opted out will no longer deliver ads tailored to your web preferences and usage patterns.

Data Security

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. We store all information you provide to us behind firewalls on secured cloud-based servers hosted by a market leading service provider.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Data Retention

Except as otherwise permitted or required by Applicable Law, we will only retain your personal information for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Under some circumstances we may anonymize your personal information so that it can no longer be associated with you. We reserve the right to use such anonymous and de-identified data for any legitimate business purpose without further notice to you or your consent.

Children Under the Age of Majority

Our Website is not intended for children under the age of majority in the Province of residence of such person (the "**Age of Majority**"). No one under the Age of Majority may provide any personal information to or on the Website. We do not knowingly collect personal information from children under the Age of Majority. If you are under the Age of Majority, do not use or provide any information on this Website or on or through any of its features/register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under the Age of Majority without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under the Age of Majority, please contact us at info@canadiancannabisx.com.

Accessing and Correcting Your Personal Information

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes. By law you have the right to request access to and to correct the personal information that we hold about you.

If you want to review, verify, correct, or withdraw consent to the use of your personal information you may also send us an email at info@canadiancannabisx.com to request access to, correct, or delete any personal information that you have provided to us. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect. We may charge you a fee to access your personal information, however, we will notify you of any fee in advance.

We may request specific information from you to help us confirm your identity and your right to access, and to provide you with the personal information that we hold about you or make your requested changes. Applicable Laws may allow or require us to refuse to provide you with access to some or all of the personal information that we hold about you, or we may have destroyed, erased, or made your personal information anonymous in accordance with our record retention obligations and practices. If we cannot provide you with access to your personal information, we will inform you of the reasons why, subject to any legal or regulatory restrictions.

We will provide access to your personal information, subject to exceptions set out in Applicable Law. Examples of such exceptions include:

- (a) information protected by solicitor-client privilege;
- (b) information that is part of a formal dispute resolution process;
- (c) information that is about another individual that would reveal their personal information or confidential commercial information; and
- (d) information that is prohibitively expensive to provide.

If you are concerned about our response or would like to correct the information provided, you may contact us at info@canadiancannabisx.com.

Withdrawing your Consent

Where you have provided your consent to the collection, use, and transfer of your personal information, you may have the legal right to withdraw your consent under certain circumstances. To withdraw your consent, if applicable, contact us at info@canadiancannabisx.com. Please note that if you withdraw your consent we may not be able to provide you with a particular service. We will explain the impact to you at the time to help you with your decision.

Changes to Our Privacy Policy

It is our policy to post any changes we make to our privacy policy on this page. We include the date the Privacy Policy was last revised at the bottom of the page. You are responsible for periodically visiting our Website and this Privacy Policy to check for any changes.

Contact Information and Challenging Compliance

We welcome your questions, comments, and requests regarding this Privacy Policy and our privacy practices. Please contact us at:

Canadian Cannabis Exchange Ltd.
UNIT 1, 713 5TH STREET N.E., Calgary, AB, T2E 3W7 info@canadiancannabisx.com

We have procedures in place to receive and respond to complaints or inquiries about our handling of personal information, our compliance with this Privacy Policy, and with Applicable Law. To discuss our compliance with this Privacy Policy please contact us using the contact information listed above.

Effective as of December 15, 2022

ATTACHMENT 5 TO CLIENT ENGAGEMENT TERMS
EXCHANGE RULES

Exchange Access Time(s)

- 24 hours a day

Trading Days

- Weekdays
- Follows Canadian holiday schedule otherwise

Trading Time(s)

- As determined by CCX in its sole discretion

Cannabis (Bud, Trim, Shake)

- Products must be posted by their strain name (ex. Blueberry kush)
- Shipper Determined Weight must be posted in kilograms (kgs)
- Unit Price must be posted in \$/gram (g)
- Shipment weight on the shipping manifest must be in kilograms (kgs)

Hemp

- Products must be posted by their state/portion of the plant (ex. Biomass, fibre, etc.)
- Shipper Determined Weight must be posted in kilograms (kgs)
- Unit Price must be posted in \$/kilogram (kg)
- Shipment weight on the shipping manifest must be in kilograms (kgs)

Oils & Extracts

- Products will be listed in THC and/or CBD Potency Content
- Shipper Determined Weight for bulk Products must be posted in kilograms (kgs)
- Shipper Determined Weight for finished/consumer Products must be posted in units
- Unit Price must be posted in \$/kilogram (kg), \$/litre (L) (expressed as a 1:1 ratio between kg and L), or on a milligram (mg) per 100 millilitres of THC and/or CBD Potency Content
- Shipment weight on the shipping manifest must be in kilograms (kg)

Genetics

- Listed based on their THC and/or CBD Potency Content
- Listed on a per unit basis (i.e. per seed or per clone)
- Unit Price must be posted in \$/unit
- Shipment will be based on weight and volume (i.e. packaging space, takes up one pallet) due to nature or transportation methods

Consumables

- Products will be posted based on their form (i.e. topicals, pre-rolls, gummies, capsules, soft gels)
- Listed based on their THC and/or CBD Potency Content
- Listed on a per unit basis
- Unit Price must be posted in \$/unit
- Shipment will be based on weight and volume (i.e. packaging space, takes up one pallet) due to nature or transportation methods
- CCX shall not handle any products requiring food safe handling or refrigeration, this will be up to the parties to arrange and handle

Minimum Price

- None

Minimum Commission per Transaction

- \$500

ATTACHMENT 6 TO CLIENT ENGAGEMENT TERMS
Direction to Pay

IRREVOCABLE ASSIGNMENT OF FUNDS AND DIRECTION TO PAY

FROM: _____
(Client Name)

TO: _____
(Purchaser or Escrow Agent)

(Client Representative Name – Email)

(Purchaser or Escrow Agent - Email)

RE: _____
(Invoice #)

The undersigned or authorized representative, **DOES HEREBY UNCONDITIONALLY AND IRREVOCABLY ASSIGN** to Canadian Cannabis Exchange ("CCX"), the sum of _____, from the funds to be paid to **Client** by (Purchaser or Escrow Agent) under the Order Confirmation # _____, which funds are to be applied to any outstanding Invoice(s) owing by **Client** to CCX.

Client, hereby irrevocably directs and authorizes Purchaser / Escrow Agent to pay to CCX on behalf of Client an amount equal to the sum of all money owing to CCX with respect to any and all unpaid commission and brokerage fees, and interest thereon as may be payable to CCX by Client, which amount includes the following:

1. The sum of \$ _____ as outlined in the invoice for services rendered by CCX to client and invoiced for that have been left unpaid for greater than fifteen (15) days from date of invoice;
2. The sum of \$ _____ for interest charged on the invoice for late payment exceeding thirty (30) days from date of invoicing by CCX to Client;
3. The sum of \$ _____ as outlined in Invoice # _____ representing the amounts payable to CCX by the Customer in respect of the current Exchange transaction.

Total: \$ _____

To: Purchaser / Escrow Agent: This Irrevocable Assignment of Funds and Direction to Pay, shall be your good and sufficient warrant and authority to release and pay to CCX the said sum of \$ _____ now held by (Purchaser or Escrow Agent) to the credit of Client.

DATED at the City of Calgary, in the Province of Alberta, this _____ day of _____, 20_____.

**Signature – Authorized Representative
(Client or CCX)**