

## SCHEDULE "D" TO HEAD AGREEMENT ESCROW TERMS

### ARTICLE 1 DEFINITIONS, ATTACHMENTS AND APPLICABILITY

#### *1.1 Definitions.*

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

#### *1.2 Attachments.*

The following are attachments to these Escrow Terms:

Attachment 1 – Initial Seller Release Direction

Attachment 2 – Holdback Release Direction

Attachment 3 – Dispute Release Direction

#### *1.3 Applicability.*

These Escrow Terms shall have effect and shall apply to Client (as either the Buyer or Seller in a Transaction), CCX and Escrow Agent immediately following receipt by Client of an Order Confirmation in which Client is designated as the Buyer or the Seller.

## ARTICLE 2 ESCROW AGENT

#### *2.1 Appointment of Escrow Agent.*

Client hereby appoints the Escrow Agent as the escrow agent to receive, hold and deal with the Escrow Amount subject to the terms and conditions of these Escrow Terms. The Escrow Agent hereby accepts such appointment and hereby declares that it will hold the Escrow Amount, in escrow, subject to the terms and conditions of these Escrow Terms.

#### *2.2 Fees of Escrow Agent.*

CCX shall be solely responsible for paying the Escrow Agent the Escrow Fee for acting as Escrow Agent in connection with a Transaction.

#### *2.3 Replacement of Escrow Agent.*

The Escrow Agent may resign and be discharged from all further duties and liabilities hereunder by giving to Client and CCX ten (10) Business Days' notice in writing. In the event of the Escrow Agent resigning as aforesaid, a replacement escrow agent shall be appointed by CCX and failing such appointment the retiring Escrow Agent may either:

- a) apply to a Judge of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), on such notice as such Judge may direct, for the appointment of a new escrow agent; or
- b) in its sole discretion and notwithstanding any notices or demands received by the Escrow Agent from any of the other parties hereto or any other person, deposit the Escrow Amount and all accrued interest applicable thereto with the Clerk of the Court and may interplead each of the other parties hereto and any other interested persons in the proceedings pursuant thereto. Upon obtaining such direction or upon making such deposit, and following the filing of its pleadings relative to its complaint in interpleader, the Escrow Agent shall be released from all liability under the terms of these Escrow Terms with respect to the Escrow Amount so deposited and shall be entitled to recover from such parties, in such manner as may be determined by the Court, the Escrow Agent's fees and related costs and expenses incurred in connection with such action. Any escrow agent appointed in accordance with this Section shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as escrow agent, without any further assurance, conveyance, act or deed, and the expression "**Escrow Agent**" herein shall include such replacement escrow agent.

### ARTICLE 3 ESCROW AMOUNT

#### *3.1 Delivery of Escrow Amount.*

Client agrees to deposit with the Escrow Agent in trust the Escrow Amount, including all indices of title as may be reasonably required to transfer legal title to the Escrow Agent for the purposes of these Escrow Terms. The Escrow Amount shall not be sold, assigned, hypothecated, alienated, released from escrow, transferred within escrow or dealt with in any other manner whatsoever except pursuant to the terms and conditions of these Escrow Terms.

### ARTICLE 4 INSTRUCTIONS TO ESCROW AGENT

#### *4.1 Instructions.*

The Escrow Agent will release:

- a) the Initial Seller Release Amount to the Seller upon the Escrow Agent receiving (whether by mail, fax or mail in PDF format) a written direction in the form of Attachment 1 hereto (the "**Initial Seller Release Direction**") executed by Seller. The Escrow Agent will distribute the Initial Seller Release Amount in accordance with the Initial Seller Release Direction within three (3) Business Days of the receipt of the Initial Seller Release Direction; and

- b) the Buyer Holdback Release Amount to the Buyer and the Seller Holdback Release Amount to the Seller upon the Escrow Agent receiving (whether by mail, fax or mail in PDF format) a written direction in the form of Attachment 2 hereto (the “**Holdback Release Direction**”) executed by Buyer and Seller. The Escrow Agent will distribute the Buyer Holdback Release Amount and Seller Holdback Release Amount in accordance with the Holdback Release Direction within three (3) Business Days of the receipt of the Holdback Release Direction.

#### 4.2 Disputes over Escrow Amount.

- a) On receipt of a written notice from Client stating that such party is entitled under these Escrow Terms to the Escrow Amount (the “**Request**”), the Escrow Agent will deliver to the other party a copy of the Request.
- b) If the other party wishes to object to a Request, the other party shall do so in writing to the Escrow Agent (the “**Objection**”) with particulars of the basis for the Objection. On receipt of an Objection, the Escrow Agent shall promptly deliver a copy of the Objection to the party who made the Request. If the Escrow Agent does not receive a written Objection within seventy-two (72) hours following a Request, the Escrow Agent shall deliver the Escrow Amount in accordance with the Request.
- c) If the party making the Request and the party raising an Objection are unable to resolve the matter of the Request and the Objection by agreement within three (3) Business Days of the Objection being provided to the party making the Request as evidenced by written direction in the form of Attachment 3 hereto (the “**Dispute Release Direction**”) executed by Buyer and Seller, the Escrow Agent shall be entitled in its sole, absolute and unfettered discretion and notwithstanding any notices or demands received by the Escrow Agent from any of the other parties hereto or any other person, deposit all Escrow Amount then held by the Escrow Agent with the Clerk of the Court and may interplead each of the other parties hereto and any other interested persons in the proceedings pursuant thereto. Upon making such deposit, and following the filing of its pleadings relative to its complaint in interpleader, the Escrow Agent shall be released from any and all liability under the terms of these Escrow Terms with respect to the Escrow Amount so deposited and shall be entitled to recover from the parties, in such manner as may be determined by the Court, the Escrow Agent’s fees and related costs and expenses incurred in connection with such action.
- d) In the event that the Escrow Agent receives:
  - i. notice of any disagreement or dispute that shall arise between the parties to these Escrow Terms or any other persons resulting in adverse claims and demands being made for the Escrow Amount or any accrued interest thereon, whether or not litigation has been instituted;
  - ii. written notice advising that a litigation over entitlement to the Escrow Amount and accrued interest thereon has been commenced, the Escrow Agent may deposit the Escrow Amount and accrued interest on it with

the Clerk of the Court in which the litigation is pending then, in any such event, at the Escrow Agent's option:

- iii. (iii) the Escrow Agent may refuse to comply with any claims or demands on the Escrow Agent and continue to hold the Escrow Amount and accrued interest thereon pending the parties mutual settlement or Order of the Court, and the Escrow Agent shall not be or become liable in any way or to any person for its refusal to comply with the claims or demand; or
- iv. the Escrow Agent may deposit all Escrow Amount then held by the Escrow Agent with the Clerk of the Court and interplead each of the other parties hereto and any other interested persons in the proceedings pursuant thereto. Upon making such deposit and following the filing of its pleadings relative to its complaint in interpleader, the Escrow Agent shall be released from any and all liability under the terms of these Escrow Terms with respect to the Escrow Amount so deposited and shall be entitled to recover from the parties, in such manner as may be determined by the Court, the Escrow Agent's costs and expenses incurred in connection with such action.

#### *4.3 Expiry of Escrow Period.*

At the expiry of the Escrow Period, Client shall provide the Escrow Agent a letter executed by Client in respect of all the Escrow Amount then remaining in escrow with the Escrow Agent, failing which the Escrow Agent may deposit the Escrow Amount in the manner described in Section 4.2(c) of these Escrow Terms.

## ARTICLE 5 LIMITATIONS ON DUTIES AND LIABILITIES OF ESCROW AGENT

#### *5.1 Limitation of Duties.*

The instructions to the Escrow Agent contained in these Escrow Terms, and any subsequent instructions given pursuant to these Escrow Terms, shall constitute the complete escrow instructions, notwithstanding any agreement which the parties may otherwise have concerning the subject-matter of these Escrow Terms. The Escrow Agent shall not have any duties or responsibilities except those expressly set forth in these Escrow Terms.

#### *5.2 Indemnity.*

CCX and Client (as either the Buyer or Seller in a Transaction) agree to indemnify and hold the Escrow Agent harmless from and against any and all loss, damages, costs and expenses (collectively, the "**Escrow Expenses**") that may be incurred by the Escrow Agent by reason of the Escrow Agent's compliance in good faith with the terms of these Escrow Terms on a

Transaction or arising from any error in judgment or for any act done or step taken or omitted by the Escrow Agent in good faith on a Transaction. The Escrow Agent shall only have liability for Escrow Expenses that arise directly from the fraud or wilful misconduct of the Escrow Agent.

### *5.3 Reliance on Advice.*

The Escrow Agent shall be entitled to act, or refrain from acting, in respect of any matter referred to in these Escrow Terms in full reliance on, and by, and with the advice of counsel or other professional advisors that may be selected by the Escrow Agent at the Escrow Agent's absolute discretion, and shall be fully protected and indemnified in so acting, or refraining from acting, on the advice of counsel or other professional advisor.

### *5.4 Inquiry into Authority of Persons Executing Instruments.*

The Escrow Agent shall not incur any liability in acting on any signature, notice, request, waiver, consent, receipt or other paper for documents believed by the Escrow Agent to be genuine, and the Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions of these Escrow Terms has been duly authorized to do so. It shall not be necessary for the Escrow Agent to ascertain whether or not the person or persons who have executed, signed or otherwise issued or authenticated the said writings have authority to execute, sign or otherwise issue or authenticate the said writings or any of them, or that they are the same persons named therein or otherwise to pass on any requirement of the instruments that may be essential for their validity.

### *5.5 Inquiry into Performance of Parties.*

Notwithstanding anything to the contrary, the Escrow Agent shall have no duty to determine the performance or non-performance of any term or condition of any contract or agreement between the parties. The Escrow Agent shall not be required to act and shall not be held liable for refusing to act unless it has received clear written instructions which comply with the terms of these Escrow Terms. Such instructions must not require the exercise of any discretion or independent judgment by the Escrow Agent nor to construe any contract, agreement or instrument deposited with the Escrow Agent.

### *5.6 No Security or Alteration of Duties Without Consent.*

The Escrow Agent shall not be required to give security for its conduct and the Escrow Agent will have no duties or responsibilities except those which are expressly set forth herein. The rights, duties, liabilities and immunities of the Escrow Agent shall not be altered without the prior written consent of the Escrow Agent.

*5.7 Death of a Party.*

If a party to these Escrow Terms is a natural person, in the event of the death of such person, the Escrow Agent shall deem and treat the legal representatives of that person's estate as the successor in interest of the deceased party for all purposes under these Escrow Terms.

*5.8 Escrow Agent's Acknowledgment of Receipt and Obligations.*

The Escrow Agent acknowledges instructions to the Escrow Agent contained herein and agrees with the parties to hold the Escrow Amount in escrow and to deliver it only pursuant to the provisions of these Escrow Terms.

ARTICLE 6  
GENERAL

*6.1 Assignment.*

Subject to Section 2.3, none of the parties to these Escrow Terms may assign in whole or in part its rights or obligations under these Escrow Terms without the prior written consent of all other parties hereto.

*6.2 Notices.*

Any notice or other communication required or permitted to be given by any party hereto to the other parties hereto shall be in writing and shall be delivered, mailed by registered prepaid post or given by facsimile or e-mail to the following addresses:

To Escrow Agent:

Clark & Associates  
136 17 Ave NE  
Calgary, AB T2E 1L6  
Email:bclark@clarkandassociates.ca

To CCX:

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

To Client:

Address specified in the Client Intake Form or email to the Notice Contact specified in the Client Intake Form.

Any such notice or other communication shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by prepaid registered post, on the fifth (5th) Business Day following the deposit thereof in the mail and, if given by facsimile or email, on the first (1st) Business Day following the day on which it was dispatched (provided receipt is confirmed and a copy of such faxed or emailed notice has been mailed, first class postage prepaid). A party may change its address for receipt of notices, or other communications hereunder by giving notice thereof to the other parties hereto as herein provided.

### *6.3 Further Assurances.*

Each of the parties hereto shall from time to time execute and deliver all such further documents and instruments and shall do all such acts and things as any other party hereto may reasonably require to effectively carry out or perform or better evidence the full intent and meaning of these Escrow Terms.

### *6.4 Headings.*

The headings set forth in these Escrow Terms are for convenience only and shall not affect the interpretation hereof.

### *6.5 Laws to Govern and Jurisdiction.*

These Escrow Terms shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, and the parties hereby irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and all courts of appeal therefrom in respect of the subject matter of these Escrow Terms.

### *6.6 Amendments to these Escrow Terms.*

No amendments, changes, supplements or other modifications to these Escrow Terms may be made without the express written consent of the Escrow Agent.

ATTACHMENT 1 TO ESCROW TERMS  
FORM OF INITIAL SELLER RELEASE DIRECTION

TO: Clark & Associates  
136 - 17 Avenue NE  
Calgary, AB T2E 1L6

FROM:[NAME OF SELLER] (the “Seller”)

1. Seller is currently party to a head agreement with Canadian Cannabis Exchange Ltd. dated [x] (the “**Agreement**”).
2. Capitalized terms set forth in this Initial Seller Release Direction and not otherwise defined herein shall have the meanings set forth in the Agreement (the “**Escrow Terms**”).
3. Seller has entered into a Transaction with Buyer whereby Buyer has agreed to purchase Purchased Material from Seller (the “**Confirmed Transaction**”).
4. Seller has received an Order Confirmation for the Confirmed Transaction, a copy of which is attached hereto, setting forth an Escrow Amount of \$[x] and a Holdback Amount of \$[x] and resulting in an Initial Seller Release Amount of \$[x].
5. Seller has received a Shipping Completion Confirmation in respect of the Confirmed Transaction, a copy of which is attached hereto.
6. In accordance with Section 3.2(a) of the Purchase Order Terms, the Initial Seller Release Amount is releasable to the Seller.

Accordingly, the undersigned hereby irrevocably directs you as Escrow Agent, in accordance with Section 4.1(a) of the Escrow Terms, to release the Initial Seller Release Amount to Seller and to pay or transfer the Initial Seller Release Amount by wire transfer or direct deposit into Seller’s bank account: **[Insert Seller bank account/wire transfer details]**

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**[NAME OF SELLER]**

Per: \_\_\_\_\_  
Authorized Signatory

ATTACHMENT 2 TO ESCROW TERMS  
FORM OF HOLDBACK RELEASE DIRECTION

TO: Clark & Associates  
136 - 17 Avenue NE  
Calgary, AB T2E 1L6

FROM:[NAME OF SELLER] (the “**Seller**”) and [NAME OF BUYER] (the “**Buyer**”)

- 1.Seller and Buyer are each separately a party to a head agreement with Canadian Cannabis Exchange Ltd. (each, an “**Agreement**”).
- 2.Capitalized terms set forth in this Holdback Release Direction and not otherwise defined herein shall have the meanings set forth in each Agreement (the “**Escrow Terms**”).
- 3.Seller has entered into a Transaction with Buyer whereby Buyer has agreed to purchase Purchased Material from Seller (the “**Confirmed Transaction**”).
- 4.Buyer has received and tested the Purchased Material and the Buyer and Seller have determined the Final Purchase Price in relation to the Confirmed Transaction.
- 5.In accordance with Section 7.2(c) of the Purchase Order Terms, \$[x] of the Holdback Amount is releasable to the Seller (the “**Seller Holdback Release Amount**”) and \$[x] of the Holdback Amount is releasable to the Buyer (the “**Buyer Holdback Release Amount**”).

Accordingly, the undersigned hereby irrevocably directs you as Escrow Agent, in accordance with Section 4.1(b) of the Escrow Terms:

- a) to release the Seller Holdback Release Amount and to pay or transfer to the Seller Holdback Release Amount by wire transfer or direct deposit into Seller’s bank account: **[Insert Seller bank account/wire transfer details]**; and
- b) to release the Buyer Holdback Release Amount and to pay or transfer to the Buyer Holdback Release Amount by wire transfer or direct deposit into Buyer’s bank account: **[Insert Buyer bank account/wire transfer details]**.

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**[NAME OF SELLER]**

Per: \_\_\_\_\_  
Authorized Signatory

**[NAME OF BUYER]**

Per: \_\_\_\_\_  
Authorized Signatory

ATTACHMENT 3 TO ESCROW TERMS  
FORM OF DISPUTE RELEASE DIRECTION

To: Clark & Associates  
136 - 17 Avenue NE  
Calgary, AB T2E 1L6

FROM:[NAME OF SELLER] (the “**Seller**”) and [NAME OF BUYER] (the “**Buyer**”)

1.Seller and Buyer are each separately a party to a head agreement with Canadian Cannabis Exchange Ltd. (each, an “**Agreement**”).

2.Capitalized terms set forth in this Dispute Release Direction and not otherwise defined herein shall have the meanings set forth in each Agreement (the “**Escrow Terms**”).

3.The Buyer and Seller have resolved a dispute in relation to the Escrow Amount.

4.The Buyer and Seller hereby irrevocably direct you as Escrow Agent, in accordance with Section 4.2(c) of the Escrow Terms, to release the Escrow Amount and to pay or transfer the Escrow Amount as follows:

[Insert Buyer and/or Seller bank account/wire transfer details].

DATED this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

[NAME OF SELLER]

Per: \_\_\_\_\_  
Authorized Signatory

[NAME OF BUYER]

Per: \_\_\_\_\_  
Authorized Signatory

