

SCHEDULE "F" TO HEAD AGREEMENT
DEFINITIONS GLOSSARY

ARTICLE 1
DEFINITIONS

1.1 Definitions.

Definitions for capitalized words and phrases used throughout the Agreement are set forth below:

- a) **"Acceptable Moisture Content"** has the meaning set forth on the Order Confirmation.
- b) **"Accredited Laboratory"** means a laboratory in Canada that is:
 - i. certified and accredited to conduct analytical testing on samples of Product in accordance with Applicable Law; and
 - ii. not affiliated with either Party.
- c) **"Additional Services"** has the meaning set forth in Section 2.1(c) of the Client Engagement Terms.
- d) **"Affected Party"** has the meaning set forth in Section 6.1 of the General Terms.
- e) **"Affiliates"** means any person directly or indirectly controlling, controlled by, or under common control with an Applicable Party. For the purposes of this definition "control" (including "controlling", controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities or by contract or otherwise.
- f) **"Aggregated Statistics"** means data and information related to Client's use of the Exchange and the Cannabis Exchange Services that is used by CCX in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cannabis Exchange Services.
- g) **"Aggrieved Party"** has the meaning set forth in Section 3.1(a) of the General Terms.
- h) **"Aggrieved Party Representatives"** has the meaning set forth in Section 3.1(a) of the General Terms.
- i) **"Agreement"** has the meaning set forth in Section 1 of the Head Agreement.

- j) **“Allowable Potency Content Range”** means the meaning set forth on the Order Confirmation.
- k) **“Amended Transaction Fee”** has the meaning set forth in Section 6.10(a) of the Client Engagement Terms.
- l) **“Applicable Document”** means the contract document to which the General Terms apply by virtue of express incorporation by reference in such contract document.
- m) **“Applicable Law”** means, in relation to any person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives and orders of and the terms of all judgments, orders and decrees issued by any Governmental Authority by which such person is bound or having application to the transaction or event in question, including the *Cannabis Act* (Canada) and its regulations, as amended from time to time.
- n) **“Applicable Party”** shall have the meaning ascribed to such term in the Applicable Document.
- o) **“Buyer”** has the meaning set forth on the Order Confirmation.
- p) **“Buyer Determined Potency Content”** has the meaning set forth in Section 7.1(d) of the Purchase Order Terms.
- q) **“Buyer Determined Purchase Price”** means, in respect of Purchased Material, an amount equal to the Buyer Determined Weight multiplied by Unit Price.
- r) **“Buyer Determined Weight”** has the meaning set forth in Section 7.1(b) of the Purchase Order Terms.
- s) **“Buyer Holdback Release Amount”** has the meaning set forth in the Holdback Release Direction attached to the Escrow Terms.
- t) **“Buyer/Seller PO Amendments”** has the meaning set forth in Section 1.4(a) of the Purchase Order Terms.
- u) **“Business Day”** means any day other than a Saturday or Sunday or other holiday observed in the Province of Alberta.
- v) **“Cannabis”** means the substance set out in item 1 of Schedule I to the *Cannabis Act* (Canada).
- w) **“Cannabis Exchange Services”** means the sourcing, arrangement and facilitation of the purchase or sale of Products between Licensed Businesses within Canada, and such further and other services offered by CCX through the Exchange from time to time.
- x) **“CBD”** means cannabidiol.
- y) **“CCX”** has the meaning set forth in the Head Agreement.

- z) **“CCX Documentation”** means CCX’s user manuals, handbooks, guides, and the Agreement (including Schedules and Attachments thereto) relating to the Exchange, the Cannabis Exchange Services and any Additional Services, provided by CCX to Client either electronically or in hard copy form/end user documentation relating to the Cannabis Exchange Services and any Additional Services available at www.canadiancannabisx.com.
- aa) **“CCX IP”** means the Cannabis Exchange Services, any Additional Services, the CCX Documentation, and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other Intellectual Property provided to Client or any Client User in connection with the foregoing. For the avoidance of doubt, CCX IP includes Aggregated Statistics and any information, data, or other content derived from CCX’s monitoring of Client’s access to or use of the Exchange, the Cannabis Exchange Services, and any Additional Services, but does not include Client Data.
- bb) **“CCX Preferred Carrier”** means any Freight Service Provider as determined by CCX from time to time.
- cc) **“CCX Privacy Policy”** means the policy set forth in Attachment 4 to the Client Engagement Terms.
- dd) **“Certificate of Analysis”** or **“COA”** means a full spectrum certificate of analysis.
- ee) **“Client”** has the meaning set forth on page 1 of the Head Agreement.
- ff) **“Client Data”** means, other than Aggregated Statistics, information, data (including Registration Data), and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or a Client User through the Exchange, the Cannabis Exchange Services, and any Additional Services.
- gg) **“Client Engagement Terms”** has the meaning set forth in Section 4(a) of the Head Agreement.
- hh) **“Client Intake Form”** has the meaning set forth in Section 3(a) of the Head Agreement.
- ii) **“Client User”** has the meaning set forth in Section 3.1(d) of the Client Engagement Terms.
- jj) **“Confidential Information”** has the meaning set forth in Section 4.2 of the General Terms.
- kk) **“Confirmed Transaction”** has the meaning set forth in the Initial Seller Release Direction and the Holdback Release Direction, each attached to the Escrow Terms.
- ll) **“Court”** has the meaning set forth in Section 2.3(a) of the Escrow Terms.

- mm) **“Deficiency Notice”** has the meaning set forth in Section 4.5 of the Purchase Order Terms.
- nn) **“Definitions Glossary”** means this Schedule “F” to the Head Agreement.
- oo) **“Delivery Container”** means the packaging designated on the Order Confirmation, including, but not limited to, crates, boxes, vacuum-sealed bags/totes, pallets, bulk/unwrapped, and wrapped.
- pp) **“Delivery Date(s)”** has the meaning set forth on the Order Confirmation, except as may be modified by mutual agreement of Buyer and Seller following the Order Confirmation in order to accommodate the schedule of the Designated Carrier.
- qq) **“Deposit Amount”** means the Deposit Percentage multiplied by the Unit Price multiplied by the Seller Determined Weight.
- rr) **“Deposit Percentage”** has the meaning set forth on the Order Confirmation.
- ss) **“Derivatives Data”** refers to the product, service, and contract opportunity data of items and Products offered for sale and/or purchase through the Exchange.
- tt) **“Designated Carrier”** shall mean the Freight Service Provider set forth on the Order Confirmation.
- uu) **“Disclosing Party”** has the meaning set forth in Section 4.2(a) of the General Terms.
- vv) **“Dispute”** has the meaning set forth in Section 7.8 of the General Terms.
- ww) **“Dispute Release Direction”** has the meaning set forth in Section 4.2(c) of the Escrow Terms.
- xx) **“Effective Date”** has the meaning set forth on page 1 of the Head Agreement.
- yy) **“Eligible Transaction”** means any Transaction:
- i. in respect of which the Exchange Members or the fact that Product is available for purchase or sale have been introduced through CCX; and
 - ii. that is arranged, facilitated, or occurs through the Exchange or the Cannabis Exchange Services.
- zz) **“Escrow Account”** means the account designated by the Escrow Agent.
- aaa) **“Escrow Agent”** means the law firm of Clark & Associates of Calgary, Alberta as well as the partners, associates, counsel or employees thereof, or such other Person nominated as Escrow Agent by CCX from time to time in its sole discretion.
- bbb) **“Escrow Amount”** means the Escrow Percentage multiplied by the Unit Price multiplied by the Seller Determined Weight.

- ccc) **“Escrow Expenses”** has the meaning set forth in Section 5.2 of the Escrow Terms.
- ddd) **“Escrow Fee”** means, in respect of each Transaction pursuant to which Property is delivered to the Escrow Agent, an amount agreed to by CCX and the Escrow Agent by separate confidential agreement.
- eee) **“Escrow Percentage”** has the meaning set forth on the Order Confirmation.
- fff) **“Escrow Period”** means the period in which the Escrow Terms are in force and effect.
- ggg) **“Escrow Terms”** has the meaning set forth in Section 4(c) of the Head Agreement.
- hhh) **“Exchange”** has the meaning set forth in the recitals of the Head Agreement.
- iii) **“Exchange Member”** has the meaning set forth in the recitals of the Head Agreement.
- jjj) **“External Transaction”** has the meaning set forth in Section 5.1 of the Client Engagement Terms.
- kkk) **“Feedback”** has the meaning set forth in Section 7.3(c) of the Client Engagement Terms.
- lll) **“Final Potency Content”** means, in respect of Purchased Material, an amount equal to the simple average of the Seller Determined Potency Content and the Buyer Determined Potency Content.
- mmm) **“Final Purchase Price”** means, in respect of Purchased Material, an amount equal to the simple average of the Seller Determined Purchase Price and the Buyer Determined Purchase Price.
- nnn) **“Force Majeure Event”** means an event or circumstance whatsoever beyond the reasonable control of the Applicable Party, which notwithstanding the exercise of commercially reasonable diligence of the Applicable Party, the Applicable Party is unable to prevent or provide against (but does not include a failure by an Applicable Party to fund or pay) that prevents or delays it from conducting the activities and performing the obligations contemplated by the Applicable Document, provided that the Affected Party makes a good faith effort to resolve or avoid such delay; such events shall include, but not be limited to any fire or other casualty, acts of God, war, civil commotion, epidemic, pandemic (including the Covid-19 pandemic), insurrection, terrorism, riots, any change in Applicable Law.
- ooo) **“Freight Service Provider”** means a freight service provider that is authorized to deliver Products in accordance with Applicable Law.
- ppp) **“Good Industry Practices”** means the standards of a reasonable prudent provider of similar services or products in the Cannabis or Industrial Hemp

cultivation and processing industry. For certainty, Good Industry Practices with respect to the cultivation, processing, distribution and sale of Cannabis (and Cannabis products), includes, but is not limited to, Good Production Practices.

- qqq) **“Good Production Practices”** means the Cannabis production standards and practices that federally licensed cultivators and processors are mandated to follow by Health Canada pursuant to Applicable Laws to ensure, among other things, product quality assurance and testing, sanitation, risk management, standard operating procedure implementation, recall systems, storage and distribution requirements, and air filtration.
- rrr) **“Governmental Authority”** means, in relation to any person, transaction or event, any:
- i. federal, provincial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign;
 - ii. agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government;
 - iii. court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; and
 - iv. Health Canada.
- sss) **“GST/HST”** means the Goods and Services Tax / Harmonized Sales Tax as provided for in the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended or any other successor or parallel provincial or federal legislation that imposes tax on the recipient of goods and services under the Agreement.
- ttt) **“Head Agreement”** means the head agreement between the CCX and Client.
- uuu) **“Holdback Amount”** means the Holdback Percentage multiplied by the Escrow Amount.
- vvv) **“Holdback Percentage”** has the meaning set forth in the Order Confirmation.
- www) **“Holdback Release Direction”** has the meaning set forth in Section 4.1(b) of the Escrow Terms.
- xxx) **“Indemnifying Party”** has the meaning set forth in Section 3.1 of the General Terms.
- yyy) **“Industrial Hemp”** has the meaning set forth in the *Industrial Hemp Regulations* (Canada), as amended.
- zzz) **“Initial CCX Invoice”** has the meaning set forth in Section 6.7(b) of the Client Engagement Terms.

- aaaa) **“Initial Seller Release Amount”** means the Escrow Amount minus the Holdback Amount.
- bbbb) **“Initial Seller Release Direction”** has the meaning set forth in Section 4.1(a) of the Escrow Terms.
- cccc) **“Initial Term”** has the meaning set forth in Section 6(a) of the Head Agreement.
- dddd) **“Initial Transaction Fee”** has the meaning set forth in Section 6.7(c) of the Client Engagement Terms.
- eeee) **“Intellectual Property”** has the meaning set forth in Section 5.1(a) of the General Terms.
- ffff) **“Licensed Business”** has the meaning set forth in the recitals of the Head Agreement.
- gggg) **“Modifications”** has the meaning set forth in Section 5(c) of the Head Agreement.
- hhhh) **“Modification Notice”** has the meaning set forth in Section 5(b) of the Head Agreement.
- iiii) **“Modification Effective Date”** has the meaning set forth in Section 5(c) of the Head Agreement.
- jjjj) **“Non-Conforming Material”** has the meaning set forth in Section 7.3(b) of the Purchase Order Terms.
- kkkk) **“Non-Technical Specifications”** of Product means those specifications set forth for such Product in Attachment 2 to the Purchase Order Terms.
- llll) **“Notice of Deficiency”** has the meaning set forth in Section 4.5(a) of the Purchase Order Terms.
- mmmm) **“Notice of Rejection”** has the meaning set forth in Section 7.3(a) of the Purchase Order Terms.
- nnnn) **“Notice Address”** shall have the meaning ascribed to such term in such Applicable Document.
- oooo) **“Objection”** has the meaning set forth in Section 4.2(b) of the Escrow Terms.
- pppp) **“Order Confirmation”** has the meaning set forth in Section 6.8(a) of the Client Engagement Terms.
- qqqq) **“Other Charges”** mean those fees calculated in accordance with Attachment 2 to the Client Engagement Terms.
- rrrr) **“Party Responsible for Shipping”** has the meaning set forth on the Order Confirmation.

- ssss) “**Person**” means any individual, firm, corporation, company, body corporate, partnership, association, joint venture, trust, government or governmental body, agency or authority.
- tttt) “**Pick-Up Location**” has the meaning set forth on the Order Confirmation, except as may be modified by mutual agreement of Buyer and Seller following the Order Confirmation in order to accommodate the schedule of the Designated Carrier.
- uuuu) “**Posted Terms**” has the meaning set forth in Section 5(a) of the Head Agreement.
- vvvv) “**Post-Delivery Sample**” has the meaning set forth in Section 7.1(c) of the Purchase Order Terms.
- wwww) “**Potential Buyer**” has the meaning set forth in Section 6.1 of the Client Engagement Terms.
- xxxx) “**Potential Seller**” has the meaning set forth in Section 6.1 of the Client Engagement Terms.
- yyyy) “**Pre-Shipment Sample**” has the meaning set forth in Section 4.1(b) of the Purchase Order Terms.
- zzzz) “**Pre-Shipment Deficiency**” has the meaning set forth in Section 4.5(a) of the Purchase Order Terms.
- aaaa) “**Pre-Shipment Inspection**” has the meaning set forth in Section 4.4(a) of the Purchase Order Terms.
- bbbb) “**Product**” has the meaning set forth on the Order Confirmation, and may be any of the following:
- i. Cannabis (dried flower and bud);
 - ii. Cannabis (trim, shake, sugar leaf);
 - iii. Cannabis derived oils and extracts;
 - iv. Cannabis (seeds, genetics and clones);
 - v. Cannabis consumer products (edibles, drinkables, pre-rolls, vapes, etc.);
 - vi. Industrial Hemp biomass (to be used for CBD extraction);
 - vii. Industrial Hemp derived by-products, such as fibre, hurd, hemp seed, and oil;
 - viii. Industrial Hemp derived oils and extracts;
 - ix. Industrial Hemp consumer products (edibles, drinkables, pre-rolls, vapes, etc.); and

- x. Such other Products as determined from time to time by CCX in its sole discretion.
- cccc) **“Purchased Material”** has the meaning set forth in Section 3.1 of the Purchase Order Terms.
- dddd) **“Purchase Order Terms”** has the meaning set forth in Section 4(b) of the Head Agreement.
- eeee) **“QAP”** means an individual designated by Seller as the quality assurance person in accordance with Applicable Law.
- ffff) **“Quality Agreement”** means any quality agreement executed between the Buyer and Seller.
- gggg) **“Quality Standards”** has the meaning set forth in Section 6.1 of the Purchase Order Terms.
- hhhh) **“Recall Expenses”** shall mean the reasonable and direct costs and expenses of notification of customers and destruction or return of the recalled Purchased Material (or a consumer product containing Purchased Material), as well as any reasonable and direct costs and expenses, solely in connection with any corrective action taken by Seller and/or Buyer.
- iiii) **“Receiving Party”** has the meaning set forth in Section 4.2(a) of the General Terms.
- jjjj) **“Registration Data”** has the meaning set forth in Section 3(b) of the Head Agreement.
- kkkk) **“Renewal Term”** has the meaning set forth in Section 6(b) of the Head Agreement.
- llll) **“RPIC”** means an individual designated by Seller as the responsible person in charge in accordance with Applicable Law.
- mmmm) **“Request”** has the meaning set forth in Section 4.2(a) of the Escrow Terms.
- nnnn) **“Sample Size”** has the meaning set forth on the Order Confirmation.
- oooo) **“Specifications”** means the Technical Specifications and the Non-Technical Specifications for such Product.
- pppp) **“Seller”** has the meaning set forth on the Order Confirmation.
- qqqq) **“Seller Certificate”** means:
 - i. if the Product is Cannabis, a certificate containing:
 - A. an attestation from the Seller’s RPIC or QAP stating: “I have reviewed all relevant production procedures and records and attest that this material meets the criteria for release of

Product under the *Cannabis Act* (Canada) and its regulations, as amended”; and

B. the signature of Seller’s RPIC or QAP; or

ii. if the Product is not Cannabis, a certificate containing any Seller attestation required by Applicable Law (if any).

- rrrrr) “**Seller Determined Weight**” has the meaning set forth in Section 4.1(a) of the Purchase Order Terms.
- sssss) “**Seller Determined Potency Content**” has the meaning set forth in Section 4.2(a) of the Purchase Order Terms.
- ttttt) “**Seller Determined Purchase Price**” means, in respect of Purchased Material, an amount equal to the Seller Determined Weight multiplied by Unit Price.
- uuuuu) “**Seller’s Facilities**” has the meaning set forth in Section 4.4(a) of the Purchase Order Terms.
- vvvvv) “**Seller Holdback Release Amount**” has the meaning set forth in the Holdback Release Direction attached to the Escrow Terms.
- wwwww) “**Seller’s Trade Execution**” has the meaning set forth in Section 6.5 of the Client Engagement Terms.
- xxxxx) “**Service Suspension**” has the meaning set forth in Section 3.4(a) of the Client Engagement Terms.
- yyyyy) “**Shipping Completion Confirmation**” has the meaning set forth in Section 5.4(d) of the Purchase Order Terms.
- zzzzz) “**Shipping Destination**” has the meaning set forth on the Order Confirmation, except as may be modified by mutual agreement of Buyer and Seller following the Order Confirmation in order to accommodate the schedule of the Designated Carrier.
- aaaaa) “**Shipping Terms**” has the meaning set forth in Section 5.3(f) of the Purchase Order Terms.
- bbbbb) “**Supporting Documentation**” has the meaning set forth in Section 4.3(b) of the Purchase Order Terms.
- ccccc) “**Technical Specifications**” of Product means those specifications set forth for such Product in Attachment 1 to the Purchase Order Terms.
- dddddd) “**Term**” has the meaning set forth in Section 6(b) of the Head Agreement.
- eeeeee) “**THC**” means delta-9-tetrahydrocannabinol.
- ffffff) “**Transaction**” has the meaning set forth in the recitals of the Head Agreement.
- gggggg) “**Transaction Fee**” means those fees calculated in accordance with Attachment 1 to the Client Engagement Terms.

hhhhh) **“Unit Price”** has the meaning set forth on the Order Confirmation.