

SCHEDULE "B" TO INTERNATIONAL EXCHANGE HEAD AGREEMENT PURCHASE ORDER TERMS

ARTICLE 1 DEFINITIONS, ATTACHMENTS AND APPLICABILITY

1.1 Definitions.

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

1.2 Applicability.

These Purchase Order Terms shall have effect and shall apply to Client immediately following receipt by Client of an Order Confirmation from CCI in which Client is designated as either Buyer or Seller in connection with a Transaction.

1.3 Amendments by Buyer and Seller.

- a) Buyer and Seller may, by mutual agreement in writing at any time, amend, modify, or supplement any of the terms and conditions set forth in these Purchase Order Terms in respect of a Transaction (the "**Buyer/Seller PO Amendments**"), other than Article 2, Article 3, Section 4.1, Section 4.2 and Article 10.
- b) Buyer and Seller shall notify CCI (and if applicable the Escrow Agent) and promptly deliver to CCI (and if applicable the Escrow Agent) a copy of such Buyer/Seller PO Amendments. Any such Buyer/Seller PO Amendments shall be applicable only in respect of such Transaction as between Buyer and Seller and shall not serve to amend these Purchase Order Terms generally.

ARTICLE 2 DEPOSIT AMOUNT AND ESCROW AMOUNT

2.1 Payment of Deposit Amount and Deposit of Escrow Amount.

Buyer shall, within five (5) Business Days following Buyer's receipt of an Order Confirmation from CCI:

- a) pay to Seller an amount equal to the Deposit Amount and/or;
- b) deposit an amount equal to the Escrow Amount in the Escrow Account and;
- c) Fully pay any commissions owed to CCI as outlined in the Head Agreement.

2.2 Handling of Escrow Amount.

Buyer and Seller acknowledge that the Escrow Amount will be handled by the Escrow Agent in accordance with the terms of the Escrow Terms. Escrow Agent's sole obligation and liability to the Buyer and Seller shall be as set forth in the Escrow Terms.

ARTICLE 3 PURCHASE OF PRODUCT

3.1 Purchase of Product.

Seller shall transfer to Buyer all of Seller's right, title and interest in and to all Product described on the Order Confirmation (the "**Purchased Material**") in accordance with these Purchase Order Terms. Buyer shall accept the transfer of the Purchased Material from Seller in accordance with the terms of these Purchase Order Terms.

3.2 Payment of Seller Determined Purchase Price.

- a) Upon payment of the Deposit Amount for Purchased Material in accordance with Section 2.1(a) and a release of the Seller Release Amount for Purchased Material in accordance with Section 3.2 (a), legal title to such Purchased Material shall pass to Buyer.
- b) All amounts set forth herein are exclusive of 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.

3.3 Late Payments.

Late payment or deposit of any amount by Buyer shall accrue interest at an annual rate equal to the prime lending rate charged by the Bank of Canada, plus ten (10%) percent, compounded monthly.

ARTICLE 4 DESIGNATED REPRESENTATIVE

4.1 Product Approval & Designated Representative Authority

Before finalizing a purchase, the Buyer may appoint a Designated Representative who will act with full authority on their behalf. The Designated Representative shall have the exclusive right to:

- a) Inspect and approve the product purchase.
- b) Authorize and arrange shipping logistics, including carrier selection and scheduling.
- c) Reject the product before the Order Confirmation is executed, if it does not meet agreed-upon standards.

Parties agree acknowledge the Buyer will be bound by the acts and decisions the duly authorized Designated Representative as an agent of the Buyer.

4.2 Inquiry into Authority of Designated Representative

CCI shall not incur any liability in acting on any signature, notice, request, waiver, consent, receipt or other paper for documents believed by the CCI to be genuine, and CCI may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions of these Purchase Order Terms has been duly authorized to do so. It shall not be necessary for

CCI 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.

ARTICLE 5
PACKAGING, LOADING, SHIPMENT AND DELIVERY

5.1 Packaging of Purchased Material.

- a) Seller shall, at its own cost, properly package and label the Purchased Material in the Delivery Containers using Good Industry Practices and in accordance with the Order Confirmation.
- b) Buyer will not be required to return to Seller any Delivery Containers or other materials that have been used in the shipment and transport of the Purchased Material to Buyer.

5.2 Termination by Seller Prior to Loading.

In the event Buyer is in default of any of its obligations under these Purchase Order Terms prior to loading under Section 5.4, Seller may terminate these Purchase Order Terms on five (5) Business Days written notice to Buyer and CCI, unless Buyer has cured such default prior to the expiry of such five (5) Business Days notice period.

5.3 Designated Carrier.

- a) The Freight Service Provider for the purposes of delivery of the Purchased Material shall be the Designated Carrier as set forth in the Order Confirmation.
- b) The Designated Carrier must be duly licensed and authorized by every applicable Governmental Authority to export, transport, and import the Product into the jurisdiction of the Buyer, for the products purchased.
- c) In the event Buyer and Seller require assistance in selecting and agreeing upon a Designated Carrier, they may contact CCI and CCI will refer Buyer and Seller to the CCI Preferred Carrier. Following such referral, it shall be in the Buyer and the Seller's discretion to agree upon the CCI Preferred Carrier as the Designated Carrier and CCI makes no representations or warranties whatsoever in relation to the CCI Preferred Carrier.
- d) Buyer shall coordinate with Seller to ensure that the Designated Carrier arrives at the Pick-Up Location so as to permit loading of the Purchased Material in an efficient and timely manner on the Delivery Date.
- e) All matters related to the shipping of the Purchased Material that are not already dealt with in these Purchase Order Terms, including the terms and conditions applicable to such shipping (the "**Shipping Terms**") shall be negotiated directly between the Designated Carrier and the Party Responsible for Shipping.

- f) Buyer and Seller shall promptly notify CCI of any mutually agreed-upon changes to the Designated Carrier, Pick-Up Location, Shipping Destination or Delivery Date(s).

5.4 Loading and Delivery of Purchased Material.

- a) So long as Buyer is not in default of any of its obligations under these Purchase Order Terms, Seller shall load the Purchased Material onto the Designated Carrier at the Pick-Up Location on the Delivery Date(s). Seller shall not be liable for any delay caused as a result of inadequate transportation or failure of the Designated Carrier to arrive at the Pick-Up Location on the Delivery Date(s).
- b) Buyer may, at Buyer's sole cost and expense, send a representative to witness loading of the Purchased Material onto the Designated Carrier at the Pick-Up Location on the Delivery Date(s). Such witnessing shall be done in compliance with Seller's site access rules, and in a manner that does not unreasonably interfere with Seller's business.
- c) Seller shall immediately provide Buyer with written notice of departure of any shipment from the Pick-Up Location.
- d) Buyer shall provide Seller and CCI with authorization to confirm directly with Designated Carrier that a shipment has been received by Buyer or its representatives or agents at the Shipping Destination (a "**Shipping Completion Confirmation**").
- e) Each shipment of Purchased Material shall be accompanied by a physical copy of the shipment manifest and such details of the shipment as are normally required in a shipping manifest.

5.5 Risk of Loss or Damage to Product.

- a) Risk of loss or damage to the Purchased Material shall rest with the party to the Transaction who has physical possession. Buyer shall be deemed to be in physical possession when they take control over the storage and movement of the Purchased Material after the Designated Representative has approved the Product pursuant to Section 4.1.
- b) Seller shall obtain insurance for all Purchased Material prior to, and Buyer shall obtain insurance for all Purchased Material following such time as such Purchased Material is deemed to be in possession of Buyer under Section 5.5(a).
- c) At its own expense, each party to a Transaction shall maintain and carry in full force and effect, subject to the requirements set out in Section 5.5(d), commercial general liability insurance, which policy will include contractual liability coverage insuring such party's activities under these Purchase Order Terms.

ARTICLE 6 QUALITY WARRANTY

6.1 Quality Warranty & Technical Specifications.

Seller warrants to Buyer that all Purchased Material delivered to Buyer:

- a) is free from any security interests, encumbrances and liens of any kind;
- b) was produced, stored, packaged and loaded in compliance with Good Industry Practices and Applicable Laws and with any additional quality standards agreed to between the Parties via the Cannabis Cultivation and Purchase Agreement; and
- c) as of the time of loading on to the Designated Carrier, meets the Specifications; (collectively, the “**General Quality Standards**”).

6.2 Quality Standards & Product Specifications.

All products sold through the Exchange must meet the following General Quality Standards, in addition to any deal-specific technical and non-technical specifications agreed upon between the Buyer and Seller.

a) General Quality Standards (Applicable to All Transactions)

The Seller warrants that all products:

- i. Comply with all applicable laws, regulations, and industry standards.
- ii. Are free from defects, contamination, and foreign substances that would render them unsuitable for sale.
- iii. Match the stated product descriptions, including strain/genetic profiles and batch details.
- iv. Have been handled, stored, and transported under sanitary and appropriate conditions to maintain product integrity.

b) Technical & Non-Technical Specifications (Determined Per Transaction)

The Buyer and Seller shall mutually agree upon specific technical and non-technical product specifications on a deal-by-deal basis, which will be documented in the applicable Purchase Order or Transaction Agreement. These may include, but are not limited to:

- i. Technical Specifications (e.g., Potency, Moisture Content, Contaminant Limits, Batch & Lot Tracking)
- ii. Non-Technical Specifications (e.g., Packaging and Labeling)

If a dispute arises regarding compliance with the agreed specifications, both parties agree to refer to the terms outlined in the Purchase Order and supporting documentation for resolution.

6.3 Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 6.1 HEREOF AND SECTION 2.1 OF THE GENERAL TERMS, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE PURCHASED MATERIAL, INCLUDING ANY CONDITION OR WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY APPLICABLE LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION, CONDITION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER’S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6.1 HEREOF AND SECTION 2.1 OF THE GENERAL TERMS.

ARTICLE 7
RECALL

7.1 Recall

- a) In the event:
 - i. any Governmental Authority issues a request, directive, or order that Purchased Material (or a consumer product containing Purchased Material) be recalled or withdrawn from the market, or
 - ii. a court of competent jurisdiction orders such a recall or withdrawal from the market, or
 - iii. Buyer, after consultation with Seller, reasonably determines that the Purchased Material (or a consumer product containing Purchased Material) should be recalled or withdrawn from the market for any reason, or
 - iv. Seller, after consultation with Buyer, reasonably determines that Purchased Material (or a consumer product containing Purchased Material) should be recalled or withdrawn from the market for any reason, the Buyer and Seller shall take all appropriate corrective actions required by Applicable Law and reasonably requested by the other party or by any Governmental Authority in order to complete the recall or market withdrawal. Seller shall be responsible for Recall Expenses only to the extent or in the proportion that such recall results from the breach of Seller's representations, warranties and/or covenants under these Purchase Order Terms. In all other circumstances, Buyer shall be responsible for the Recall Expenses.
- b) In the event of a recall or market withdrawal of Purchased Material (or a consumer product containing Purchased Material) in accordance with Section 7.1a), each party covenants and agrees to use reasonable commercial efforts to assist the other party in connection with the preparation and completion of the recall or market withdrawal.

ARTICLE 8
TERMINATED PURCHASE ORDER

8.1 Terminated Purchase Order.

These Purchase Order Terms may be terminated in respect of any Transaction prior to final closing of such Transaction:

- a) at any time by mutual agreement of Buyer and Seller;
- b) by either Buyer or Seller on notice to the other if the other is:
 - i. is in breach or default in the performance of any of its obligations under these Purchase Order Terms; or
 - ii. becomes bankrupt or makes 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 the other, provided however that, for clarity, any such termination shall apply only in respect of

- such Transaction and shall not serve to terminate these Purchase Order Terms generally as they apply to the Head Agreement.
- c) All applicable obligations under the Head Agreement shall survive any Terminated Purchase Order.

ARTICLE 9
DISPUTES VIA ARBITRATION

9.1 Disputes Via Arbitration.

All disputes, controversy or claim arising out of or in connection with or in relation to this contract, including any question regarding the breach, termination, interpretation, or validity thereof, shall be submitted to and be subject to the jurisdiction of the courts of the Province of Alberta (including the Supreme Court of Canada) which shall have exclusive jurisdiction in the event of any dispute under these Purchase Order Terms. The parties irrevocably submit to the jurisdiction of such courts to finally adjudicate or determine any suit, action or proceedings arising out of or in connection with these Purchase Order Terms. Alternatively, the parties may agree to submit the matter to arbitration to be conducted in Calgary, Alberta, Canada in the English language, and otherwise in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

ARTICLE 10
CCI DISCLAIMER

10.1 CCI Disclaimer.

BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT CCI SHALL HAVE NO LIABILITY WHATSOEVER (REGARDLESS OF THE FORM OF ACTION OR CLAIM, E.G., CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY) TO EITHER BUYER OR SELLER IN RELATION TO THESE PURCHASE ORDER TERMS AS THEY APPLY TO ANY SPECIFIC TRANSACTION. THE FOREGOING EXCLUSION AND LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF THESE PURCHASE ORDER TERMS.