

SCHEDULE "A" TO INTERNATIONAL EXCHANGE 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 "D" to the Head Agreement

The following are attachments to these Client Engagement Terms:

- Attachment 1– Transaction Fee
- Attachment 2 – Order Confirmation Package
- Attachment 3 – Exchange Rules
- Attachment 4– Irrevocable Assignment of Funds and Direction to Pay

1.2 Applicability.

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

ARTICLE 2
ENGAGEMENT OF CCI

2.1 Engagement of CCI.

- a) CCI grants Client a non-exclusive right to use the Exchange during the Term. CCI will provide the agreed-upon Cannabis Exchange Services. Additional services may be offered under a separate written agreement specifying details and fees.

ARTICLE 3
ACCESS TO AND USE OF EXCHANGE

3.1 Access to Exchange.

- a) Authorized Users: Client must provide CCI with the names of representatives who need access to the Exchange. Representatives from Affiliates can only be authorized if the Affiliate is not a separate Licensed Business. If it is, the Affiliate must sign a separate agreement for access.
- b) Approval and Refusal: CCI may approve or refuse access to any representative at its discretion.

- c) User Requirements: Approved representatives (“**Client Users**”) will receive password-protected access. Client Users must be at least the age of majority and comply with all laws and this Agreement. Client is responsible for their actions.
- d) Security: Client must ensure passwords are kept secure and only authorized users access the Exchange. If a password is compromised or unauthorized access occurs, Client must notify CCI immediately.
- e) Permitted Use: Client may only use the Exchange for transactions and services provided by CCI.
- f) Proprietary Information: Client must not use, copy, or share CCI’s proprietary information, including Confidential Information or intellectual property (IP), outside the terms of this Agreement. Ownership of this information remains with CCI.
- g) Intellectual Property Rights: CCI grants Client a limited, non-transferable license to use CCI documentation for internal business purposes. This does not grant ownership of CCI’s IP.
- h) Monitoring and Data Use: CCI may monitor Client’s Exchange usage and collect aggregated data (“**Aggregated Statistics**”) that does not identify Client. CCI owns all rights to these Aggregated Statistics and may publish them in line with the law.

3.2 Delegation.

Client shall not, without the express written consent of CCI, 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 CCI 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 CCI Documentation or any part of the Exchange to any Person that is not a Client User;

- 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) copy, modify, or create derivative works of the Cannabis Exchange Services or CCI Documentation, in whole or in part;
- f) 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;
- g) 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;
- h) remove any proprietary notices from the Cannabis Exchange Services (or any Additional Services) or CCI Documentation; or
- i) use the Cannabis Exchange Services (or any Additional Services) or CCI 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, CCI shall at all times have the right to suspend (the “**Service Suspension**”) or restrict Client or Client Users’ access to the Exchange and related services if it deems necessary to protect the Exchange or address a breach of this Agreement.
- b) CCI 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) CCI 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.

3.5 Complaint of Exchange Member Infractions.

Client may deliver to CCI 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 CCI

4.1 Transaction Fee.

- a) Client shall pay to CCI a Transaction Fee in respect of each and every Eligible Transaction.

- b) **CLIENT ACKNOWLEDGES AND AGREES THAT A 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 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 CCI's income.

4.3 Late Payments.

Late payment of any amount owed by Client to CCI 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.

The Client is free to buy and sell products outside of CCI (an “**External Transaction**”). However:

- a) The Client must not use any CCI data, insights, or intellectual property gained from the Exchange or any transactions with CCI.
- b) If a product listed on the Exchange is sold externally, the Client must immediately remove it from the platform.

5.2 Non-Circumvention.

The Client agrees not to (without CCI's written approval):

- a) Bypass CCI to avoid paying fees, commissions, or other agreed-upon charges.
- b) Interfere with CCI's business relationships, including its clients, buyers, sellers, brokers, transporters, and service providers.
- c) Use confidential information from CCI to form new deals, transactions, or partnerships outside of the Exchange.
- d) 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 CCI.

5.3 Non-Solicitation of Employees and Contractors.

- a) Non-Solicitation Obligation

The Client agrees that, during the term of this Agreement (including any renewals) and for 12 months after termination, they will not, without CCI's prior written consent:

- i. Hire or attempt to hire any current or recent (within the past 12 months) employees or independent contractors of CCI.
- ii. Encourage or persuade any CCI employee or contractor to leave their position.
- iii. Interfere in any way with CCI's relationships with its employees or contractors in a manner that could negatively impact CCI.

b) Reasonableness of Restrictions

The Client acknowledges that these restrictions are fair, reasonable, and necessary to protect CCI's business and its investments. The Client waives any right to challenge the validity or enforcement of these terms.

5.4 Damages for Breach.

- a) If Client breaches the provisions of Section 5.1 or 5.2, Client shall pay to CCI, as liquidated damages and not as a penalty, an amount equal the Transaction Fee that would have been payable to CCI 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 CCI 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 CCI (or, in the case of a breach of Section 5.1(b), 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 Irrevocable Direction to Pay - For Invoices.

The Client irrevocably authorizes CCI to collect outstanding or current invoices owed by the Client to CCI. This includes directing payments from third-party funds that would otherwise be payable to the Client for product sales arranged through CCI's brokerage service

- a) Priority of CCI Payments: CCI has first claim on any third-party funds payable to the Client for sales facilitated by CCI. The Client agrees that before receiving funds from a buyer or an escrow agent, CCI's outstanding invoices must be paid first.
- b) Irrevocable Assignment of Funds & Payment Direction: If the Client owes money to CCI, CCI will serve the "Irrevocable Assignment of Funds and Direction to Pay" (Attachment 4) to the third party holding the funds. Upon receiving this notice, the third party (e.g., a buyer or escrow agent) must pay CCI directly and deduct the amount from the Client's

payout. The third party will have no further obligation to pay the assigned amount to the Client.

- c) Notice & Client Right to Settle Debt: CCI will provide the Client with 24 hours' written notice before issuing a payment direction to a third party. If the Client pays the full outstanding debt within this period, CCI will cancel the payment direction.
- d) Limits on CCI's Collection: CCI agrees not to collect more than the exact amount owed by the Client.

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 providing CCI the required information (including but not limited to a PDF copy of the Certificate of Analysis for such Product from an Accredited Laboratory).
- b) Potential Buyer may post Product requested to be purchased by Buyer on the Exchange by entering and/or providing CCI the required information.

6.3 Review of Posting by CCI.

Prior to any posting of Product for sale or purchase going live on the Exchange, CCI shall review the information in the posting to ensure no required details have been omitted or are inaccurate. CCI shall have no liability whatsoever to Client for any delay in the Transaction as a result of CCI 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 CCI 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 5.5(c) of these Client Engagement Terms and provide same to CCI for transmittal to Potential Buyer.

6.5 Currency Considerations.

Unless otherwise stated, all references in this Agreement and on the Exchange to dollar amounts, “dollars” or “\$” are references to Canadian dollars.

6.6 Placing of Offers.

Potential Buyer may, place a bid on any Product posted for sale on the Exchange or with a CCI broker 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 or with a CCI broker;
- b) Potential Buyer’s removal or deletion of such bid on the Exchange or with a CCI broker;
- or
- c) Potential Seller’s removal or deletion of the posting on the Exchange that gave rise to such bid.

6.7 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 CCI 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**”).

6.8 Payment of Transaction Fee.

- a) Client acknowledges that as of the moment of Seller’s Trade Execution, CCI’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, CCI will review the details of the Transaction and, if acceptable to CCI, CCI 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 “**CCI Invoice**”).
- c) For the purposes of such CCI Invoice, the Transaction Fee applicable to Client shall be calculated based upon the Seller Determined Purchase Price (the “**Seller Determined Purchase Price**”).
- d) In the event that, upon its review of a Transaction under Section 6.8b), CCI determines that required details have been omitted or are inaccurate, CCI will contact and work with the Transaction counterparties to correct the deficiencies. CCI shall have no liability whatsoever to Client for any delay in the Transaction as a result of CCI exercising its rights under this provision.

6.9 Order Confirmation Package.

- a) CCI shall issue to Buyer and Seller an order confirmation containing those particulars of the Transaction and in the form determined by CCI from time to time, in its sole discretion, the current version of which is attached to the Client Engagement Terms as 2 (each, an “**Order Confirmation Package**”).
- b) Each Order Confirmation Package shall act as a legally binding form of proof of the Transaction without any further confirmation or signatures required.
- c) Order Confirmation Packages shall be sent to Client via the email address provided to CCI in the Client Intake Form.
- d) If Client does not receive an Order Confirmation Package, it is the responsibility of Client to contact CCI to notify CCI the Order Confirmation has not been received. CCI and Client shall then revise or update the contact information to ensure Client receives the Order Confirmation.

6.10 Purchase Order Terms Apply.

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

6.11 Forfeiture of Transaction Fee.

In the event a Transaction in respect of which the 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 CCI 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) CCI terminating the Agreement in accordance with Section 6(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 Transaction Fee shall be forfeited to CCI. Notwithstanding the foregoing CCI may, in its sole and absolute discretion, elect to refund the Transaction Fee paid by an aggrieved, not-at-fault Buyer or Seller, as applicable.

6.12 Delegation of Authority to CCI.

Client may, by written email or telephone call to CCI, delegate authority for CCI 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. CCI shall have no liability whatsoever to Client in relation to the exercise of such authority, except where CCI 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 CCI 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 CCI if Client becomes aware of an error or omission in any Client Data posted by Client to the Exchange.

7.2 Validity of Data.

CCI receives information and data from other Exchange Members, counterparties, members of CCI, Government Authorities and does not vouch for the accuracy, validity or truth of such information and data. Client acknowledges and agrees that CCI 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. CCI 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 CCI, CCI owns all right, title, and interest, including all Intellectual Property rights, in and to the CCI IP.
- b) CCI acknowledges that, as between CCI and Client, Client owns all right, title, and interest, including all Intellectual Property rights, in and to the Client Data. Client hereby grants to CCI 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 CCI to provide the Cannabis Exchange Services (and any Additional Services) to Client (and other Exchange Members) or to enforce the Agreement and exercise CCI's rights and perform its obligations hereunder, and a 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 CCI by mail, email, telephone, or otherwise, suggesting or recommending changes to the CCI IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), CCI is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to CCI on Client’s behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and CCI 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 CCI 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 CCI 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. CCI 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 CCI DISCLAIMS ANY LIABILITY RELATING THERETO. CLIENT AGREES THAT, FROM TIME TO TIME, CCI 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) **CCI’S TOTAL, MAXIMUM AGGREGATE LIABILITY AND THE TOTAL, MAXIMUM AGGREGATE LIABILITY OF CCI’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 CCI 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 “D” to this Agreement 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 Party”** shall be each of CCI and Client; and
- b) **“Notice Address”** shall be:
 - i. for CCI, Unit 305 1170 Kensington Crescent NW, Calgary, AB T2N 1X6 or email client@globalcannabisx.com or such other office or email address as CCI 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.