

INTERNATIONAL EXCHANGE HEAD AGREEMENT (Head Agreement)

WHEREAS:

- (A) CANADIAN CANNABIS INVESTORS INC., a corporation with an office in Calgary, Alberta (“CCI”) operates an international cannabis exchange, which facilitates transactions through live brokers and/or an online web-based exchange platform (the “Exchange”);
- (B) The Exchange is dedicated to the facilitation of purchase and sale transactions of Products (each a “Transaction”) between businesses duly commercially licensed by a Governmental Authority in the jurisdiction in which the Client operates, to possess, cultivate, process, sell and/or distribute Products (each a “Licensed Business”);
- (C) Client is a Licensed Business and wishes to access and utilize the Exchange to participate in Transactions with other clients of CCI that are a Licensed Business (each, an “Exchange Member”) who have executed a similar agreement to this; and
- (D) Client and CCI wish to establish the terms and conditions applicable to the relationships described in these recitals.

NOW THEREFORE IN CONSIDERATION of the terms and conditions set out herein and the mutual covenants of the Applicable Parties herein contained, CCI and Client agree as follows:

1. INTERNATIONAL EXCHANGE HEAD AGREEMENT AND INCORPORATION OF SCHEDULES.

- (a) This Head Agreement and all Schedules hereto, as may be amended from time to time in accordance herewith, shall be referred to collectively as the “Agreement” or the “Head Agreement”. The following Schedules form part of the Agreement and are hereby incorporated by reference into the Agreement:
 - Schedule A: Client Engagement Terms
 - Schedule B: Purchase Order Terms
 - Schedule C: General Terms
 - Schedule D: Definitions Glossary
- (b) The Client confirms that it has reviewed and understands each Schedule listed above and that by executing this Head Agreement the Client hereby agrees to the terms of each Schedule.
- (c) The Client agrees that:
 - (i) the Client Engagement Terms shall apply between Client and CCI;
 - (ii) the Purchase Order Terms shall apply between Client and the other Exchange Member involved in a Transaction;
 - (iii) the General Terms shall apply to this Agreement and any Transaction or Purchase Order pursuant to this Agreement.

2. DEFINITIONS.

Definitions for capitalized terms used but not otherwise defined herein are set forth in the Definitions Glossary, being Schedule “D” to the Head Agreement.

3. POSTING AND MODIFICATION OF TERMS AND CONDITIONS.

- (a) CCI will post the Client Engagement Terms, Purchase Order Terms, General Terms, and Definitions Glossary (collectively, the “**Posted Terms**”) on the Exchange for the sole and exclusive use of Exchange Members. Client covenants and agrees not to share or discuss the Posted Terms with any Person other than an Exchange Member in connection with a Transaction.
- (b) CCI may from time to time in its sole and absolute discretion, deliver to Client a notice of a proposed update, revision, supplement, replacement or modification of any of the Posted Terms (a “**Modification Notice**”).
- (c) Each Modification Notice shall contain the proposed modifications to the Posted Terms (the “**Modifications**”) and the effective date of such Modifications (the “**Modification Effective Date**”), provided however that the Modification Effective Date shall be at least ten (10) Business Days following the date of delivery of the Modification Notice.
- (d) If Client does not consent to the Modifications, Client may terminate the Agreement by sending a written notice of termination to CCI on or before the Modification Effective Date. Any such termination will be effective as of the day immediately prior to the Modification Effective Date.
- (e) In the event Client either:
 - (i) fails to deliver a notice of termination by the Modification Effective Date; or
 - (ii) continues its access to or use of the Exchange and CCI services following the Modification Effective Date,

then Client shall be deemed to accept the Modifications and be bound by, and adhere to, the terms and conditions set forth therein.

4. TERM.

- (a) The Agreement shall commence as of the Effective Date and shall continue for an initial term of one (1) year (the “**Initial Term**”).
- (b) The Agreement shall automatically renew for periods of one (1) year following the Initial Term (each, a “**Renewal Term**” and collectively, the “**Term**”), unless written notice of non-renewal is given by either CCI or Client at least ninety (90) calendar days prior to the expiry of the then-in-effect Initial Term or Renewal Term, as applicable.

5. TERMINATION.

The Agreement may be terminated:

- (a) at any time by mutual agreement of CCI and Client;
- (b) by CCI immediately and without notice if Client:
 - (i) is in breach or default in the performance of any of its obligations under the Agreement; 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 Client; or
- (c) by Client:
 - (i) if CCI is in breach or default in the performance of any of its obligations under the Agreement and such default or breach continues after ten (10) Business Days' written notice from Client to CCI stating the particulars of such default or breach; or
 - (ii) immediately and without notice if CCI 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 CCI.

6. SUPERSEDES AND REPLACES BROKER AND CONFIDENTIALITY AGREEMENTS.

The Agreement shall supersede and replace any previous broker or related agreement between Client and CCI and any previous confidentiality or nondisclosure agreement between Client and CCI.

7. INCORPORATION OF GENERAL TERMS BY REFERENCE.

The General Terms set forth in Schedule "D" are hereby incorporated by reference and shall apply to this Head Agreement. For the purposes of interpretation of the General Terms so incorporated:

- (a) **"the Agreement"** or **"the Head Agreement"** shall mean this International Exchange Head Agreement;
- (b) **"Applicable Party"** shall be each of CCI and Client; and
- (c) **"Notice Address"** shall be:
 - (i) for CCI, Unit 305 1170 Kensington Cres. NW, Calgary AB T2N 1X6 or email to 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.

[Remainder of Page Intentionally Blank. Signature Page Follows.]

8. COUNTERPARTS

This Head Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Signatures of an Applicable Party transmitted by email, PDF or other means of electronic transmission shall be deemed to be their original signatures for all purposes.