

PRODUCT ACQUISITION AGREEMENT

This Product Acquisition Agreement and any schedules attached hereto (the "**Agreement**") between **CANADA HOUSE CANNABIS GROUP INC., d.b.a. Canada House Wellness Group ("Canada House")**, and **ABBA MEDIX CORP. ("Abba")**, collectively with Canada House, hereinafter the "**Purchaser**") and **THE HASH CORPORATION ("Supplier")** (each, a "**Party**" and collectively, the "**Parties**"), is entered as of the 11th day of March, 2021 (the "**Effective Date**").

WHEREAS Abba is a licensed cultivator and processor under the *Cannabis Act* and *Cannabis Regulations* (the "**Cannabis Legislation**") and Supplier has entered into a collaboration agreement with, and leases space in the facility of Medz Cannabis Inc. ("**Medz Cannabis**"), a licensed cultivator and processor under the *Cannabis Legislation*;

AND WHEREAS the Supplier desires to sell certain cannabis material to the Purchaser, through Medz Cannabis, and the Purchaser desires to purchase such material from the Supplier in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the Parties agree as follows:

1. **Material**. Subject to the terms and conditions of this Agreement, Supplier shall transfer to Purchaser all of Supplier's right, title, and interest in purchased material in the amounts set out in Schedule "A" attached hereto (the "**Purchased Material**") on the payment terms set out below.
2. **Payment Terms**. Subject to the terms hereof, Purchaser shall pay to Supplier the purchase price set out in Schedule "A" herein for the Purchased Material (the "**Purchase Price**"). The Purchaser shall pay a refundable \$50,000 deposit upon Purchaser successfully listing SKU's from the Purchased Materials with the Société québécoise du cannabis ("**SQDC**") under the brand "La Marocaine" (the "**Deposit**").

Purchaser's creditworthiness has been established in advance and Purchaser shall pay all amounts due hereunder by cheque or wire transfer in Canadian dollars. During the Initial Term (as defined below) and any Renewal Term (as defined below), Purchaser shall pay 40% of the Purchase Price, less any remaining Deposit, upon the expiry of any applicable Inspection Period (as defined below) for the acceptance of the Purchased Material. Purchaser shall pay the remaining 60% of the Purchase Price, less any remaining Deposit, within thirty (30) days from the expiry of any applicable Inspection Period for the acceptance of Purchased Material. At the conclusion of the fourth (4th) month of the Term, at the election of the Purchase, the remainder of the Deposit (if any), shall be: i) immediately returned to the Supplier by cheque or wire transfer of immediately available funds; or, ii) offset against future Purchase Order amounts owing from Purchaser to Supplier.

3. **Shipping, Delivery, & Title**. The Purchased Material shall be shipped to Unit #09, 1773 Bayly Street, Pickering, Ontario, L1W 2Y7 or such other address as may be designated by the Purchaser from time to time. Supplier shall coordinate transportation of the Purchased

Material, with reasonable assistance from Purchaser, and shall be responsible for all shipping costs. Supplier will package the Purchased Material in bulk packaging suitable for shipment as well as for storage in accordance with the *Cannabis Legislation*.

Title to the Purchased Material shall pass from Medz Cannabis to the Purchaser upon acknowledgement of receipt by the Recipient at the Delivery Location.

4. Insurance.

- a. Supplier shall be responsible for insuring any shipment of Purchased Material to Purchaser.
- b. At its own expense, Supplier shall use commercially reasonable efforts to maintain and carry in full force and effect, commercial general liability insurance in an amount satisfactory to the Purchaser, which policy will include contractual liability coverage insuring the activities of Purchaser under this Agreement.

5. Inspection. Prior to completion of a purchase order for every delivery of Purchased Material hereunder, Supplier will provide a Certificate of Analysis ("**COA**") exhibiting all characteristics of the Purchased Material required by the Cannabis Legislation and applicable laws. Purchaser shall inspect all Purchased Material received under this Agreement within seven (7) days of actual delivery of the Purchased Material (the "**Inspection Period**"). Purchaser shall accept all Purchased Material ordered unless the Purchased Material is visibly defective, does not meet the Quality Standards (as defined below) or does not reflect the specifications set out in the COA provided to the Purchaser prior to the delivery of the Purchased Material, or does not meet the applicable Hash Specifications set out in Schedule "B" hereto. Purchaser shall facilitate the return of any rejected Purchased Material and Supplier shall have reasonable opportunity to examine the returned Purchased Material. Provided the returned Purchased Material is in the same condition as when shipped to Purchaser, and subject to availability of material, Supplier will use commercially reasonable efforts to replace such Purchased Material with an equal quantity of conforming material. Title to the returned Purchase Material shall pass from Purchaser to Supplier upon acknowledgment of receipt by the Recipient at the Delivery Location. Unless prior to the expiry of the Inspection Period the Purchaser provides written notice to Supplier of its rejection of the Purchased Material, the Purchased Material shall be deemed to be accepted upon the expiry of the Inspection Period.

6. Supplier Representations and Warranties.

- a. General. Supplier represents and warrants that (a) it is and shall continue to be duly incorporated or formed under the laws of its jurisdiction of incorporation or formation and has the corporate or other power and authority to enter into this Agreement and perform its obligations hereunder; (b) it has obtained all corporate, regulatory, and other authorizations required to be obtained for the execution, delivery and performance by it of this Agreement; (c) this Agreement has been duly executed and delivered by it and is a valid and binding obligation of it, enforceable against it in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights; (d) it and/or its subcontractors, as applicable, owns all required licenses to engage in the transfer

and sale of the Purchased Material, and (e) the Purchased Material is free from any encumbrance.

- b. Quality of Purchased Material. The Supplier represents and warrants to the Purchaser, effective as of the delivery date of Purchased Material delivered in accordance with this Agreement:

I. The Purchased Material:

(i) has been produced, stored, and, to the best of Supplier's knowledge, transported in compliance with the *Cannabis Legislation* and with any additional quality standards agreed to between the Parties; (ii) complies with specifications for chemical and microbial contaminants, established or referenced under the *Cannabis Legislation*, (iii) has not been treated with any pest control product unless the product is registered for use on cannabis under the *Pest Control Products Act* or is otherwise authorized for use under that Act; (iv) is of merchantable quality and free from material defect, and (v) is safe for Purchaser's intended use, i.e. packaging and sale to end user for consumption (the "**Quality Standards**");

II. The Supplier has access to the required licenses with all governmental authorities, including but not limited to Health Canada, necessary to engage in the contemplated activity, including without limitation the ability to engage in the sale and transportation of Purchased Material under applicable laws;

III. The Purchased Material has undergone, and complies with, all required quality assurance product testing as outlined in applicable laws and the Supplier represents and warrants that the relevant percentages of THC and CBD (as each are defined in the *Cannabis Legislation*) as stated in the COA are accurate and within permissible tolerances; and

IV. Prior to the time the Purchaser obtains title of the Purchased Materials, Medz Cannabis is the owner of the Purchased Material with good title to the Purchased Material, free and clear of all liens, charges, encumbrances and any other rights of others.

In the event of a claim of noncompliance with the Quality Standards, Purchaser shall confirm the noncompliance by testing a sample of the Purchased Material at an independent laboratory and undertaking any additional quality investigation reasonably requested by either Party's quality departments. If the noncompliance is confirmed, Purchaser may return the noncompliant Purchased Material for replacement with an equal quantity conforming material or for a full refund including any transportation costs paid by Purchaser, at Purchaser's election.

7. Purchaser Representations and Warranties.

- a. General. Purchaser represents and warrants that (a) it is and shall continue to be duly

incorporated or formed under the laws of its jurisdiction of incorporation or formation and has the corporate or other power and authority to enter into this Agreement and perform its obligations hereunder; (b) it has obtained all corporate, regulatory, and other authorizations required to be obtained for the execution, delivery and performance by it of this Agreement; (c) this Agreement has been duly executed and delivered by it and is a valid and binding obligation of it, enforceable against it in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws of general application affecting the enforcement of creditors' rights; and (d) it owns all required licenses to engage in the transfer and purchase of the Purchased Material.

b. Purchaser represents and warrants that it owns all required licenses with all governmental authorities, including but not limited to Health Canada, necessary to engage in the transaction contemplated by this Agreement, including without limitation the ability to engage in the purchase of Purchased Material under applicable laws. Purchaser further represents and warrants that (i) it has not received any written correspondence or other notice from any governmental authority alleging or asserting material non-compliance with the *Cannabis Legislation* or any applicable laws or any licenses required to engage in the transaction contemplated by this Agreement and (ii) it has not received any notice of proceedings or actions relating to the revocation, suspension, limitation or modification of any licenses required to engage in the transaction contemplated by this Agreement that has yet to be resolved.

c. Purchaser represents and warrants that it is operating its business in compliance in all material respects with industry practices and the *Cannabis Legislation* or any applicable laws.

8. Quality. Supplier shall work with Purchaser to complete and implement all quality processes, reviews, and documentation deemed reasonably necessary by Purchaser, including if Purchaser so chooses, supplier qualification of Supplier's site and execution of a quality agreement that sets out the respective quality responsibilities of the Parties. **For clarity, any purchase hereunder is contingent on Supplier fulfilling the quality and regulatory requirements established by Purchaser and the applicable regulations, including, if the Purchaser elects, the completion of a successful supplier qualification.**

9. Information and Recall. In the event there is a recall of any lot or batch of Purchased Material, the Parties agree to use commercially reasonable good faith efforts to cooperate with and assist each other, including sharing documentation, in accordance with the investigating and reporting obligations prescribed by the *Cannabis Legislation* and in any quality agreement between the Parties.

10. Exclusivity. During the Term, Supplier shall allocate a sufficient amount of its available supply of the cannabis material specified in Schedule "A" to Purchaser, and for clarity shall not supply such material to any third party or process such material for its own purposes in the province of Quebec.

11. Term and Termination. The Agreement shall commence upon Purchaser's receipt of a purchase order from the Société québécoise du cannabis (SQDC) related to Purchased Materials and, unless terminated earlier, shall remain in effect for a period of twelve (12)

months (the "**Initial Term**"). The Parties may by mutual agreement renew this Agreement for further consecutive 12-month renewal periods (each a "**Renewal Term**", hereinafter collectively with the Initial Term, the "**Term**") on substantially the same terms and conditions, with the exception that the Purchase Price may be negotiated for each Renewal Term to reflect increases or decreases on input supply conditions. Each Renewal Term must be agreed to in writing no less than ninety (90) days before the end of the Initial Term or any Renewal Term.

Upon the termination or expiration of this Agreement, each Party's rights and obligations with respect to fees payable hereunder for Purchased Material, and such other provisions that by their nature are intended to survive termination or expiration of this Agreement, including without limitation sections 5-13, shall so survive.

12. Joint and Several Obligations. The obligations of the Purchaser under this Agreement shall be joint and several as they relate to Canada House and Abba, and accordingly, Canada House and Abba each confirm that it is liable for all of the obligations and liabilities of each the other.
13. Confidentiality. Each Party acknowledges that it may in the course of performing its responsibilities under this Agreement, be exposed to or acquire information which is proprietary to or confidential to the disclosing party or its affiliates or clients or to third parties to whom the disclosing party owes a duty of confidentiality. Any and all non-public information of any form obtained by a receiving party shall be deemed to be confidential and proprietary information. The receiving party agrees to hold such information in confidence and not to use or disclose such information for any purpose whatsoever other than as contemplated by this Agreement or as required by law or regulation.
14. Publicity. The Parties acknowledge and agree that this Agreement and its contents may be considered material to the Purchaser's business, in which case, it must be disclosed in order to comply with applicable securities laws and stock exchange rules. Purchaser will provide Supplier and any other related entities with drafts of any such press release, material change report, public announcement or public statement and allow Supplier a reasonable period of time to review and provide comments thereof prior to the dissemination and/or filing thereof in accordance with applicable laws, provided that nothing in this paragraph shall prevent Purchaser from satisfying its timely disclosure obligations.
15. General. This Agreement is binding on the Parties. It is not assignable or transferable, by operation of law or otherwise, without the prior written consent of the other Party. This Agreement shall be interpreted according to the laws of the Province of Ontario. If either Party fails to enforce this Agreement on one occasion, it will not be prohibited from enforcing this Agreement on another occasion. No Party shall be liable or deemed to be in default for any delay or failure to perform under this Agreement or for interruption of the services resulting directly or indirectly from any cause beyond such Party's reasonable control. This Agreement sets forth the entire understanding of the Parties, and supersedes all prior agreements and undertakings, both written and oral, between the Parties, with respect to the subject matter hereof. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CANADA HOUSE CANNABIS GROUP INC.

THE HASH CORPORATION

By: signed "Chris Churchill-Smith"
Name: Chris Churchill-Smith
Title: CEO

I have authority to bind the corporation
Address for Notice:

1773 Bayley Street
Pickering, Ontario L1W 2Y7

By: signed "Chris Savoie"
Name: Chris Savoie
Title: CEO

I have authority to bind the corporation
Address for Notice:

1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

ABBA MEDIX CORP.

By: signed "Chris Churchill-Smith"
Name: Chris Churchill-Smith
Title: President

I have authority to bind the corporation
Address for Notice:

1773 Bayley Street
Pickering, Ontario L1W 2Y7

SCHEDULE A

HASH

Material*	Strain**	Potency Range	Quantity**	Purchase Price***	Delivery Date
Pressed Dry Sift Hash	Kush Cookies	25-30% and ≤ permitted 15% variance as per Applicable Laws	Minimum 12 kg	\$5.00/g	March __, 2021
Pressed Dry Sift Hash	Kush Cookies	25-30% and ≤ permitted 15% variance as per Applicable Laws	12kg - 30kg	\$5.00/g	By April 30, 2021
Pressed Dry Sift Hash	Kush Cookies	25-30% and ≤ permitted 15% variance as per Applicable Laws	12kg - 35kg	\$5.00/g	By May 31, 2021
Pressed Dry Sift Hash	Kush Cookies	25-30% and ≤ permitted 15% variance as per Applicable Laws	12kg - 40kg	\$5.00/g	By June 30, 2021
Pressed Dry Sift Hash	Kush Cookies	25-30% and ≤ permitted 15% variance as per Applicable Laws	12kg - 50 kg	\$5.00/g	Subject to submitted and accepted Purchase Orders

* Purchased Material will be pressed in 2 or 3 gram bricks each individually packaged and weighed in parchment paper and bulk packaged in accordance with Purchaser's instructions/requirements.

** The Parties acknowledge that Supplier sources input material from third-party licensed producers. In the event the listed strain is no longer available to Supplier, the Parties will work together to select replacement strains which align with the Purchaser's listed SKUs from the Purchased Material.

*** Purchase Price is exclusive of applicable sales tax and inclusive of Supplier's cost of bulk packaging Purchased Material, shipping, transportation (including import and export duties and fees, if applicable) use, or other taxes (excluding sales tax), including local privilege or excise taxes, payable in accordance with the payment terms of this Agreement.

SCHEDULE B

HASH QUALITY SPECIFICATIONS

Category	Acceptable Attributes	Unacceptable Attributes
Visual	Beige or light brown	- Foreign contaminate - Inconsistent colour
Texture	- Pressed Sand - Solid yet crumbly	more than 30% crumble or powder
Size/Shape	Pieces of Varying shapes and sizes	More than 30% crumble or powder
Aroma	Varies	Foul or moldy
Physical		
Test	Acceptance Criteria	
Appearance	2 or 3g pieces individually wrapped in paper pouches	
Foreign Matter	No pests, mold, or mildew	
Chemistry		
Assay- [extract] – total	As per approved COA	
Aflatoxin (B1+B2+G1+G2)	Does not exceed Health Canada limits	
Pesticides – Health Canada	Does not exceed Health Canada limits	
Moisture levels in hash	6 to 15%	