

This Confidential Non-Disclosure Agreement made as of **April 19, 2016**

BETWEEN:

**Joaquin Casanova of Gainesville, Florida ("JC")**

**- and -**

**Cannabix Technologies Inc. ("Cannabix")**

**Confidential NonDisclosure Agreement**

WHEREAS:

1. Cannabix wishes to engage JC as a consultant to the company.
2. In connection with being a consultant, JC may receive or acquire knowledge of sensitive, confidential and/or proprietary information regarding, know-how, business plans, potential products and services related to drug impairment breathalyzer(s) or otherwise in relation to Cannabix;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1    Definitions**

1.1 In this Agreement:

- (a) "Business" means the ongoing pursuit, by Cannabix to develop a profitable business by developing cannabis related breathalyzer products and services.
- (b) "Confidential Information" includes, but is not limited to any and all information regarding the Business, its structure and operations; assets and liabilities; technical information, ideas, concepts, practices, policies and procedures; products, processes, chemicals, software, hardware and procedures related to any and all subject matter which is presently being disclosed, or may at any future time be developed or created in whole or in part from or based upon any information provided pursuant to this Agreement whether such information is written, oral, electronically generated or reproduced or otherwise;
- (c) "Person" includes any individual, partnership, joint venture, firm, trust, body corporate, government, governmental body, agency or instrumentality, unincorporated body of persons or associates;
- (d) "Purpose" means to enable JC to assess and evaluate the Confidential Information for any purpose related to his role as a consultant, as well as to develop new Intellectual Property that will be deemed as Confidential Information.

- (e) "Intellectual Property" refers to all creations and special "know how" and or trade secrets, inventions, formulations and or designs stemming from consulting work performed for Cannabix. Also known as "Sponsor IP".
- (f) "Consultant" is JC.

## **ARTICLE 2 Confidentiality and IP**

2.1 Cannabix is engaged in a highly competitive business climate is granting access to valuable Confidential Information to JC Cannabix may suffer irreparable harm if the consultant, after having access to any Confidential Information, makes any unauthorized disclosures, use or communication of any Confidential Information for any purpose outside their relationship.

JC acknowledges and agrees that:

- (a) JC will treat as strictly confidential all Confidential Information which is made available to the consultant.
- (b) JC will maintain all Confidential Information in a secure place and limit access to Confidential Information to only those employees or agents of JC to whom it is necessary to disclose the Confidential Information. JC will inform Cannabix and seek authorization prior to any disclosures of Confidential Information to any employees or agents other than JC.
- (c) JC and his agents will not use any Confidential Information in any way other than in connection with its review and evaluation and work under the consulting agreement between Cannabix and JC.
- (d) All intellectual property resulting from the consultant's engagement with Cannabix will belong to Cannabix and be for the sole benefit of Cannabix and will be deemed Confidential Information.

2.2 The disclosure of any of the Confidential Information and the use of the same contrary to the provisions of this Agreement shall not constitute a breach of this Agreement where:

- (a) the Confidential Information or the part thereof which is so disclosed or used is, at the time of such disclosure or use, available in the public domain or known generally in the industry, other than through a breach of this Agreement;
- (b) the Confidential Information or the part thereof which is so disclosed or used is, at the time of such disclosure or use, lawfully obtained by JC from a third party without breach of this Agreement by JC, provided that JC does not know or have reason to believe that the Confidential Information was acquired by the third party or disclosed by it in breach of an obligation of confidence owed hereunder;
- (c) the Disclosing Party has heretofore provided its prior written consent to such disclosure or use by the Receiving Party; or

- (d) the Confidential Information or the part thereof which is so disclosed or used can be demonstrated by the Receiving Party to have been in its possession or in the possession of a Representative other than from the Disclosing Party prior to its receipt hereunder.

### **ARTICLE 3 Warranties And Representations**

3.1 Cannabix and JC make no representation, warranty or guarantee as to the accuracy or completeness of any information which it provides to the other hereunder including the Confidential Information and neither party (whether negligent or not) shall be liable for any errors whatsoever therein or omissions therefrom nor shall it be liable to the other (or any person to whom the any such information is provided to) for any consequences resulting from the use thereof.

### **ARTICLE 4 Rights To Information**

4.1 Upon the request of the Disclosing Party at any time, the Receiving Party shall return all Confidential Information to the Disclosing Party (including any copies or reproductions thereof) and thereupon shall furnish the Disclosing Party with satisfactory proof (to the satisfaction of the Disclosing Party and its solicitors) of the complete return of all Confidential Information.

4.2 Each of JC and Cannabix agree to employ utmost care in the protection and safeguarding of the confidentiality of the Confidential Information.

4.3 Each of JC and Cannabix mutually agree to indemnify and save harmless the other, and its officers, directors, employees, agents, affiliates, subsidiaries, advisors and consultants from and against any and all losses, costs, claims, damages and expenses (including legal fees on a solicitor and his own client basis) incurred or suffered, directly and indirectly, by the improper disclosure, use, dealing with or exploitation of any Confidential Information by the other party or its Representative, other than in accordance with the terms hereof.

4.4 Upon the end of the consulting term JC shall return all Confidential Information to Cannabix in a timely manner.

### **ARTICLE 5 Non-Solicitation And Non-Circumvention**

5.1 It is agreed and acknowledged that JC may from time to time provide services to other persons, firms and corporations during the term of this Agreement that may be in conflict with the Business of Cannabix, and JC hereby covenants and agrees that it has a fiduciary duty to Cannabix in respect of the Purpose, and shall carry out his role as consultant in accordance with standard industry practice in order that JC's other business affairs do not have or will not cause an adverse economic effect on the business of Cannabix.

### **ARTICLE 6 General Provisions**

6.1 This Agreement shall be governed, construed and enforced in accordance with the laws in effect in British Columbia, Canada.

6.2 Neither Cannabix nor JC shall assign this Agreement without the written consent of the other party. This Agreement, including all obligations of confidentiality, shall terminate five years from the date hereof.

6.3 No consent required or contemplated by this Agreement nor any amendment to this Agreement shall be valid and binding on either party unless it is in writing and is signed by an authorized officer of such party.

6.4 Term: The obligations under this Agreement will terminate five years after such time JC ceases to be a consultant to Cannabix.

IN WITNESS WHEREOF, the parties have caused this Confidentiality Agreement to be executed by the authorized representatives as of the date first above written.



Mr. Joaquin Casanova

Date: 4/20/2016

\_\_\_\_\_  
Rav Mlait, CEO, Cannabix

Date:

## **CONSULTING AGREEMENT**

**THIS AGREEMENT** is made as of **April 19, 2015** (the “**Effective Date**”).

**BETWEEN**

**Joaquin Casanova** of Gainesville, FL  
(the “**Consultant**”)

**AND:**

**PURCHASER Cannabix Technologies Inc.**, a British Columbia company  
with an office at 7934 Government Rd. Burnaby, BC, V5A 2E2  
(the “**Company**”)

Collectively (the “**Parties**”)

**WHEREAS:**

A. The Company is developing a marijuana breathalyzer for law enforcement and the workplace.

B. The Consultant, will provide services to Cannabix on an hourly basis. Consultant shall keep track of hours worked and invoice Cannabix directly.

**1. Consultant Services to Cannabix**

**Consultant Services**

**1.1 General**

The Consultant shall be compensated for:

- (a) Extra time spent on developing THC breathalyzer for field use, using the FAIMS system/instrument.
- (b) Collaborating with third party prototyping firms and Cannabix staff.

**Company’s Agreement with the Consultant**

**1.2 Compensation**

In consideration of the provision of the Services, the Company shall compensate the Consultant in the following manner:

- (a) The Company agrees to pay the Consultant a fee of \$50 USD per hour. The Company shall pay by check within 2 weeks of receiving an invoice from the Consultant.

- (b) The Company agrees to reimburse for legitimate out of pocket expenses the Consultant incurs as a result of his consulting engagement with Cannabix. Consultant will get approval from Cannabix prior to incurring major expenses (over \$500).

**2. Commencement and Term of Agreement**

**2.1 Term**

The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall be in force on a month to month basis and thereafter terminate by either party giving 30 days written notice to the other party. \_

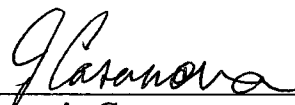
**3. Confidentiality**

**3.1 Confidentiality**

Please refer to “Confidential Non-Disclosure Agreement” between the parties.

**IN WITNESS WHEREOF** this Agreement has been duly executed by the Parties hereto effective as of the day and year first above written.

**Consultant**

  
\_\_\_\_\_  
**Joaquin Casanova**

**Cannabix Technologies Inc.**

\_\_\_\_\_  
Authorized Signatory