

CANNAPHYLL

WHOLESALE CUSTOMER AGREEMENT COVER SHEET

This Wholesale Customer Agreement (the "Agreement"), effective as of the date of the later signature below (the "Effective Date"), is entered into by and among Suncoast Botanics, LLC and the individual or entity set forth below ("Customer"). This Agreement includes this Cover Sheet, the Standard Terms and Conditions attached hereto ("T&Cs"), any Schedule(s) and Exhibit (s) attached thereto, all of which are hereby incorporated herein by reference and form a part hereof.

- A. CANNAPHYLL desires to sell its products in accordance with the T&Cs (each of shall be subject to the terms of this Agreement and incorporated herein by this reference).
- B. Operational point of contact information:

	CANNAPHYLL	Customer
Name		
Phone (office)		
Phone (mobile)		
Email		

- C. Approved Customer Ship-to Locations(s) *(list store names and full addresses for all that apply)*: _____

- D. Approved Customer Ship-to Locations(s) Website(s) *if any*: _____

- E. Additional agreed-upon terms, if any *(valid only if each line is initialed and dated by both parties)*: _____

CANNAPHYLL and the Customer agree to the terms of this agreement

Suncoast Botanics, LLC (dba CANNAPHYLL)
204 4th Ave #133
Indian Rocks Beach, FL

Signed: _____

Printed Name: _____

Title: _____

Date: _____

Customer:

Address Line 1: _____

Address Line 2: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

WHOLESALE CUSTOMER SERVICE AGREEMENT STANDARD TERMS & CONDITIONS

1. Definitions.

1.1. "Confidential Information" is any information that a party knows, or reasonably should have known, was considered confidential information of the other party. The terms, but not the existence, of this Agreement, are deemed Confidential Information.

1.2. "Governmental Authority" means any government, any governmental entity, department, commission, board, agency or instrumentality, and any court, tribunal, or judicial body, whether federal, state, county, local or foreign.

2. Point of Sale.

2.1. Customer shall only be authorized to sell the Products manufactured or licensed by CANNAPHYLL at one or more physical brick and mortar retail stores that are owned, operated, and maintained by Customer and identified on the Cover Sheet (the "Ship-to Location").

2.2. The sale of the Products in Customer operated kiosks, islands, or other such mobile or stand-alone units is expressly prohibited without CANNAPHYLL's prior written approval.

2.3. The exterior appearance of the Customer's Retail Store(s) shall be of acceptable commercial standards for retail outlets selling high quality products to the complete satisfaction of CANNAPHYLL.

2.4. The interior fixturation, decoration and overall interior image of Customer's Retail Stores, including products and services offered, shall be of high quality, good taste and decor, consistent with acceptable commercial standards to the complete satisfaction of CANNAPHYLL.

3. Pricing. Customer agrees abide by MAP pricing and not to advertise a price for or sell at a different price (either discount or markup), any Product by CANNAPHYLL that is different than CANNAPHYLL's stated retail price (MSRP) except as may be specifically and previously agreed to in writing by CANNAPHYLL.

4. Orders. Minimum order amount shall be one case pack of 8 individual retail ready units of the same sku. All orders are subject to acceptance by CANNAPHYLL, in whole or part, in its sole discretion. The making of a purchase order and acceptance by CANNAPHYLL constitutes acceptance by the Customer of each and all the terms and conditions provided herein regardless of whether Customer signs this Agreement. This Agreement constitutes the entire agreement between Purchaser and the Seller, and no modification thereof shall be effective unless in writing signed by both parties. The general instructions for placing an order are outlined on Exhibit B.

5. Payment.

5.1. All payments owed by Customer to CANNAPHYLL for delivered Products shall be prepaid in full upon completion of a Purchase Order by the Buyer unless otherwise agreed upon in writing on the Cover Sheet of this document. The general methods of payment are provided on Exhibit A. Notwithstanding the foregoing, any outstanding unpaid amounts by Customer for Products must be paid in full to CANNAPHYLL prior to any subsequent deliveries of Products.

5.2. Any payments not received within the terms as stated on the Customer's invoice shall be subject to a late payment penalty equal to the lesser of: (i) five percent (5%) of, or (ii) the maximum interest rate allowable by law of the amount overdue for each month outstanding until paid, beginning with the due date of the late payment. Reconciliation and adjustments of fees shall be performed on a quarterly basis. If any outstanding amount is owed by Customer to CANNAPHYLL hereunder or by virtue of any other agreement between CANNAPHYLL and Customer, CANNAPHYLL shall have the right, upon written notice thereof to Customer, as applicable, to set-off any amount owed by CANNAPHYLL to Customer hereunder by such outstanding amount.

5.3. For Customers approved in writing on the Cover Sheet of this document for Net 30 due credit terms, if payment is received via ACH within 10 calendar days of invoice ship date, then Customer is entitled to two percent (2%) advance payment discount on the final invoice value at Net (Wholesale list price less any discounts, if applicable).

6. Shipping. Shipping is free of charge for standard orders hereunder. Shipping fees for returns of Product shall be the responsibility of Customer unless such return is solely due to the fault of CANNAPHYLL.

7. Marketing; Brand.

7.1. Customer shall only use the materials provided by CANNAPHYLL for advertising, promoting, marketing, distributing, and selling the Products or for any other business purpose related to the sales of the Products. Customer shall not create its own images, marks, slogans, or product text descriptions in conjunction with the sale of the Products. Customer shall not use or copy any materials, including marks, text and images etc. that are either located on the CANNAPHYLL brand website or works created or owned by any third party. If Customer has any questions regarding the use of marketing materials, Customer should contact their designated account manager.

7.2. All methods of advertising, marketing, or promoting the Products must always be truthful, conform to the quality standards specified by CANNAPHYLL from time to time, and comply with all applicable laws and regulations. In no event shall Customer advertise in such a way as to diminish and tarnish the image and reputation of the Products or the brand.

7.3. CANNAPHYLL reserves the right to require that the Customer should immediately change or discontinue use of any advertising, promotional, marketing, or sales materials for whatever reason, in its sole discretion

- 7.4. Customer agrees not to display any goods other than the Products on CANNAPHYLL displays or under CANNAPHYLL (including its affiliates) signage. Furthermore, Customer agrees not to use CANNAPHYLL product displays and signage for any purpose following the termination of this Agreement. For Customers selling multiple Products, each Product must be displayed on the applicable brand's display and under the applicable signage. Customers may not mix different Product brands under specific brand display
8. Intellectual Property. CANNAPHYLL retains all proprietary interests in all materials provided to the Customer by CANNAPHYLL, including but not limited to copyright works, trademarks, service marks, trade names, logos, images, text descriptions, or other words or symbols. Customer understands that it is being granted the nonexclusive, non-sublicensable, non-transferable right to use the marks, images, and text in advertising and promotional materials in accordance with the "Brand Guidelines" provided by CANNAPHYLL. Customer recognizes CANNAPHYLL's title to such marks, images, texts, and other promotional material and shall not acquire and shall not claim any title therein adverse to CANNAPHYLL by virtue of the license granted herein, or through Customer's use of such material; it being the intention of the parties that any use of the CANNAPHYLL marks by the Customer shall always inure to the sole benefit of CANNAPHYLL, including any goodwill arising therefrom. The Customer shall not register or attempt to register, in any country, CANNAPHYLL's marks or any trademarks which might be confusingly similar thereto, including as part of its business or legal name. Following termination of this Agreement, Customer agrees to immediately cease using in any manner all kinds of materials in relation to CANNAPHYLL and the Products, deliver copies of these materials to CANNAPHYLL, and/or dispose of the same in accordance with CANNAPHYLL's direction. Customer agrees that it will not sell any products that infringe CANNAPHYLL's trademarks, copyrights, designs, patents, or any other intellectual property, and further agrees that it will not sell or display any product that attempts to "knock off," imitate, or is otherwise similar enough to CANNAPHYLL brand products that there is likelihood of confusion in the consumer's mind. Customer agrees that this section will apply to any buyer listed on this Agreement in addition to any other sales location owned and/or operated by Customer.
9. No Third-Party Resale. CANNAPHYLL's selection of Customer is premised, in part, on the expectation that the Customer will always sell the Products to end users through the Retail Store(s) and not to third party resellers. The Products shall not be sold by Customer to any other entity for resale. Further, no Products will be sold by Customer to any individual or entity which CANNAPHYLL or any Customer might believe has the intention of reselling the goods. In the event Customer breaches this Section 7, CANNAPHYLL, within its sole discretion, may require Customer to reimburse CANNAPHYLL for the repurchase of the Products by CANNAPHYLL from any other entity in which or through which Customer has diverted the Products, and Customer hereby agrees to abide by CANNAPHYLL's decision. Customer agrees not to participate in the procurement of the Products other than from CANNAPHYLL, unless expressly approved by an authorized officer of CANNAPHYLL in writing. Customer agrees not to sell the Products through mail order, internet or any other electronic media without prior written approval and authorization from CANNAPHYLL.
10. Customer Retail Website. Should Customer wish to incorporate the Products into its retail website ("Retail Website"), provided such offer, sale and subsequent distribution of Products shall be in full compliance with Applicable Law, Customer agrees to the following terms and conditions related to the same:
- 10.1. Retail web-based advertising or sale of the Products must support the approved Retail Store(s) in the following ways:
- 10.1.(a) Retail Website must support the Retail Store(s) name and location and provide all information related thereto.
- 10.1.(b) Retail Website must actively sell a variety of Retail Store(s) products, including but not limited to the Products.
- 10.1.(c) Retail Website may not exclusively sell the Products.
- 10.2. Customer's web-based advertising or sale of the Products must support the following business aspects:
- 10.2.(a) Customer must show an accurate, up-to-date line of Products, images, and text.
- 10.2.(b) Customer cannot use the term CANNAPHYLL, the name of any CANNAPHYLL affiliate, any trademark of CANNAPHYLL, or any part or version thereof in its URL domain name(s) or as any part of its Retail Website title.
- 10.3. Customer is only authorized to sell the Products on the Retail Website(s) identified on the Cover Sheet or otherwise agreed to in writing by CANNAPHYLL. For additional Retail Website approval, please submit proposed Customer websites to CANNAPHYLL, Attention: Sales Director email: sales@cannaphyll.com; or to the signatory or contact person for CANNAPHYLL listed on the Cover Sheet (each, a "CANNAPHYLL Approver"). Upon approval, the Customer agrees that it will not deviate from the approved Retail Web site without obtaining further written approval from a CANNAPHYLL Approver.
- 10.4. CANNAPHYLL hereby reserves the right to request that the Customer immediately change the Retail Website or discontinue display or use in any other manner of the Products or CANNAPHYLL's marks, images, and texts in connection with the Retail Website at any time.
11. Representations and Warranties. Customer represents and warrants that: (a) if it is a corporation, it is duly organized and existing in good standing under the laws of the jurisdiction of its incorporation and is duly authorized to carry on business in the jurisdiction(s) in which the Products are located; (b) if it is a corporation, the making and performance of this Agreement has been duly authorized by all necessary corporate action on the part of Customer, does not require any shareholder approval and does not violate any of Customer's letters patent or articles of incorporation or any amendments thereto or (whether or not a corporation) any agreement, indenture or other instrument to which Customer is a party or by which Customer's property may be bound or affected and at the date hereof Customer is not otherwise in default of any such agreement, indenture or instrument; (c) this Agreement has been duly executed and delivered by Customer and constitutes a legal, valid, enforceable and binding obligation of Customer in accordance with the terms hereof; and (d) there are no suits or proceedings pending or, to the knowledge of Customer, threatened in any court or before any competent authority

against or affecting Customer which may have a material adverse effect on the financial condition or business of Customer.

12. Termination. Either party may terminate this Agreement at any time for whatever reason. In the event this Agreement is terminated, Customer agrees that all unfilled orders that are subsequently delivered shall be subject to the terms of this Agreement as well as the terms of purchase, including but not limited to terms of payment. Customer agrees that its failure to maintain the retail standards set forth in this Agreement or to abide by terms contained herein will result in termination of delivery of goods by CANNAPHYLL. In such circumstance, CANNAPHYLL shall have the option to repurchase all or part of Customer's remaining inventory of the Products at Customer's original cost and/or terminate this Agreement with immediate effect.

13. Default.

- 13.1. The occurrence of any one of the following events shall constitute a "Default" under this Agreement: (a) Customer fails to make any payment, pay any special payments or other amount payable under this Agreement when due; (b) Customer fails to perform or observe any other covenant, condition or agreement to be performed or observed by Customer hereunder; (c) any representation or warranty made by Customer herein or in any document or certificate furnished to CANNAPHYLL in connection herewith proves to be incorrect in any material respect; (d) Customer defaults under any other agreement to which Customer and CANNAPHYLL are parties; (e) Customer ceases or threatens to cease to carry on business in the normal course; (f) Customer dies or becomes incompetent, if an individual; (g) Customer sells all or substantially all of its property or makes a sale in bulk; (h) any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or any other proceedings for the relief of debtors are instituted by or against Customer and, if instituted against Customer, are allowed, consented to or not dismissed or stayed within 30 days after such institution; (i) execution or other court process becomes enforceable against Customer or any of its property, or distress or similar process is levied upon all or part of Customer's property; (j) a trustee, receiver or receiver and manager is appointed for Customer or for part or all of the property of Customer; (k) CANNAPHYLL, in good faith, believes the ability of Customer to pay or perform any term or condition of this Agreement is impaired, or that the Products are in danger of being lost, damaged or confiscated; (l) if Customer is a privately held corporation or a limited partnership and effective control of Customer's voting capital stock or partnership interests, issued and outstanding from time to time, is not retained by the present holders (unless Customer shall have provided thirty (30) days prior written notice to CANNAPHYLL of the proposed disposition and CANNAPHYLL shall have consented thereto in writing); or (m) if Customer is a publicly held corporation and there is a material change in the ownership of Customer's capital stock, unless CANNAPHYLL is satisfied as to the creditworthiness of Customer and as to Customer's conformance to the other standard criteria then used by CANNAPHYLL for such purpose immediately after such change of ownership.

- 13.2. Upon the occurrence of a Default, CANNAPHYLL shall be entitled to declare this Agreement to be terminated and, subject to any applicable statutory requirements: (i) declare all remaining payments, special payments and all other amounts owing hereunder to be immediately due and payable; (ii) enter upon the premises where the Products are located and take possession of and remove the Products;

(iii) recover from Customer all payments, special payments and other amounts payable under this Agreement on the date that CANNAPHYLL declares the Agreement to be terminated; (iv) sell the Products to any other person; (v) appoint a receiver, manager or agent of the Products, including any rents and profits thereof, and such receiver, manager, or agent so appointed shall have the power to take possession of the Products and to carry on or concur in carrying on the business of Customer, as it relates to the Products and to sell or concur in selling the Products or any part thereof. Any such receiver, manager, or agent so appointed shall for all purposes be deemed to be the agent of Customer; and (vi) to the extent permitted by Applicable Law, recover from Customer all costs incurred by CANNAPHYLL in connection with the Default and termination of this Agreement, including but not limited to, all legal and other out-of-pocket costs incurred in enforcing the remedies available to CANNAPHYLL referred to in this Agreement.

14. Orders, Acceptance & Product Storage.

- 14.1. After submission, all Purchase Orders are subject to acceptance and confirmation of inventory by CANNAPHYLL, who may fill and accept orders in its sole discretion, based on product availability and Customer account status.
- 14.2. All Products orders are subject to a thirty (30) day delivery window from start ship date.
- 14.3. Shortages in orders due to packing errors and claims for lost or damaged merchandise must be reported within five (5) days of receipt by Customer. Failure to inform CANNAPHYLL will be considered acceptance of shipment by Customer.
- 14.4. Customer agrees to obtain and sell all Products prior to the expiration of their "durable life" (meaning the anticipated amount of time that an unopened Product, when stored under appropriate conditions, will retain its freshness, taste, value, or any other qualities identified by CANNAPHYLL in marketing materials). Durable life dates for all Products shall be the earlier of the "best before" date printed on Product packaging, if applicable, or 90 days from the date of purchase from CANNAPHYLL. Product that is beyond its durable life date may be returned to within 90 days of original shipment in exchange for credit (less a 5% restocking fee) to be used against future orders or discarded pursuant to CANNAPHYLL's instructions.
- 14.5. Customer agrees to give written notice of any defect, reasonably described, to CANNAPHYLL within three (3) days of the time when Customer originally discovers or learns of the defect in the Products, and agrees to (a) give CANNAPHYLL a reasonable opportunity after receiving the notice to examine such Products and (b) if requested to do so by CANNAPHYLL, to return such Products to CANNAPHYLL's place of business for examination and verification of Customer's claim that the Products are defective.
- 14.6. Customer agrees to give prompt notice to CANNAPHYLL of any consumer complaints, any safety and/or potential safety complaints, inquiries, or notifications that may arise from or are related to this Agreement and/or the Products.

15. Quality Assurance.

- 15.1. Recycling; Scrap. Customer will use good faith efforts to work with CANNAPHYLL, where allowable by Applicable Law, to develop

and implement a recycling program for the Products. Customer shall dispose of scrap and reuse permitted failed Products only in accordance with Applicable Law.

15.2. Inventory Method. Customer will employ the FIFO (first in, first out) method of inventory management for all Products in Customer's Retail Store(s), and for any approved online distribution methods, under this Agreement.

16. Survival. All obligations and liabilities which, by their nature, are intended to survive the expiration or termination of this Agreement shall I remain in effect beyond any such expiration or termination, including those contained in Sections 7, 16, 17, 18, 21, 22, and 23.

17. Indemnification. Each party agrees to indemnify, defend and forever hold harmless the other party (and each of its affiliates, and all of its and their respective present, future and former officers, members, shareholders, directors, employees, representatives and agents, and the successors, heirs, and assigns of any of these) from and against any and all losses, liabilities, claims, costs, damages and expenses (including attorney's fees) related to any third-party claim arising out of or related to: (i) the indemnifying party's negligent or intentional acts or omissions hereunder; and/or (ii) an actual or alleged breach of the indemnifying party's representations, warranties, and /or obligations set forth herein.

18. LIMITATION OF LIABILITY. EXCLUDING (I) A BREACH OF CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 18 AND (II) A PARTY'S FULFILLMENT OF ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 16, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AS A RESULT OF ANY ACT, OMISSION, BREACH OR ALLEGED BREACH OF ANY REPRESENTATION, WARRANTY OR OBLIGATION HEREUNDER.

19. Confidentiality. Neither party will disclose to any third party any Confidential Information provided by the other party, except (i) as required by law, rule, or regulation, (ii) in order to comply with the order of a court or other governmental body, provided that the party making the disclosure pursuant to the order will first have given written notice to the other party and made a reasonable effort to obtain a protective order and/or (iii) that a party may disclose Confidential Information to its accountants and legal, financial and marketing advisors, as well as to actual and prospective lenders, investors, acquirers or other parties conducting due diligence on such party, provided that such recipients agree to treat such information as confidential.

20. Insurance. At all times during the term of the Agreement, Customer shall maintain: (a) commercial liability insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, and (b) worker's compensation insurance with such limits as may be required by Applicable Law.

21. Compliance with Applicable Law. Each party represents and

warrants that the execution of this Agreement and the performance of each party's obligations hereunder are, and will remain, in compliance with Applicable Law. If either party becomes aware of any event, action, or omission, that could result in this Agreement, or either party's, failure to comply with any Applicable Law, then: (i) such party will immediately report such condition to the other party; and (ii) the responsible party shall immediately take all remedial actions necessary to correct such noncompliance. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which, so far as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

22. Assignment, Transfer, and Delegation. This Agreement will be binding upon the parties, their successors, and permitted assigns. Given the unique nature of the Services to be provided by Customer hereunder, Customer may not assign, transfer, or delegate any rights, duties, or obligations under this Agreement, in whole or in part, to any person or entity without the prior written approval of CANNAPHYLL. Without limiting the foregoing, neither party may assign or transfer this Agreement, or any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party; provided, however, that CANNAPHYLL may assign or transfer this Agreement or all of its rights and obligations under this Agreement without Customer's consent to a successor-in interest as a result of a merger or consolidation or in connection with the sale or transfer of all or substantially all of its business or assets to which this Agreement relates.

23. Dispute. This Agreement will be construed in accordance with the laws of the State of California (excluding its choice of law rules). Any dispute arising out of or relating to this Agreement that the parties are unable to amicably resolve or settle between themselves through negotiations within 30 business days (or such longer period as the parties may mutually agree to in writing) of a party being provided notice of such dispute shall be referred to and finally determined by final and binding arbitration pursuant to the applicable rules of ADR Services Inc. (or, if ADR Services, Inc. is not able or willing to handle the matter, then the applicable rules of JAMS shall govern) in effect at the time. The arbitration shall be confidential and shall be conducted by one independent and impartial arbitrator in the City of Los Angeles, California. In all cases, the arbitrator should be a lawyer with more than ten years of experience or a retired judge. All arbitration conducted under this Agreement shall apply the laws of the State of California. Each party shall pay, in equal portions, all arbitration fees through the final adjudication of any claim. The prevailing party in such arbitration shall be awarded its attorney's fees and costs by the non-prevailing party or parties.

24. Waiver. No waiver of any breach of any term or condition of this Agreement will constitute a waiver of any subsequent breach.

25. Severance. If any term will be held unenforceable, such term will be restated, in accordance with Applicable Law, to reflect as nearly as possible the original intentions of the parties, and the remainder of this Agreement will remain in full force and effect.

26. Force Majeure. Neither party shall be held responsible or liable or be

deemed to be in default or in breach of this Agreement for its delay, failure or inability to meet any of its obligations under this Agreement (other than any obligation to pay money) caused by or arising from any cause which is unavoidable or beyond the reasonable control of that party, including war, war like operations, riot, insurrection, orders of government, strikes, lock outs, disturbances or any act of God or other cause which frustrates the performance of this Agreement.

27. Notices. Written notices sent pursuant to this Agreement will be delivered by commercial overnight courier to the applicable signatory on the Cover Sheet.
28. Publicity. The timing and content of any public announcements or communications relating hereto will be determined in CANNAPHYLL's discretion.
29. Relationship of Parties. Each party shall be acting as an independent party in performing under this Agreement and shall not be considered or deemed to be an agent, employee, joint venture, or partner of the other party. Except as otherwise provided herein, each party shall, always, maintain complete control over its personnel and operations, and shall have sole responsibility for staffing, instructing, and compensating its personnel. Neither party shall have, or represent that it has, any power, right, or authority to bind the other party to any obligation or liability, to assume or create any obligation or liability or transact any business in the name or on behalf of the other party or make any promises or warranties on behalf of the other party, unless as provided herein or otherwise agreed to by the parties in writing.
30. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties and supersedes all written and oral understandings and negotiations relating to the subject matter hereof.
31. Interpretation. All headings are for convenience only and shall not be used for interpreting this Agreement. References to "including" in this Agreement mean "including without limitation".

EXHIBIT A

Payment Methods

Prepayment: For prepaid Customers, payment is due in full to CANNAPHYLL via credit/debit card at the time a Purchase Order is confirmed and accepted via the Shopify Plus ordering platform.

Paper check: Checks shall be made payable to Suncoast Botanics and sent to:

CANNAPHYLL.

204 4th Ave #133

Indian Rocks Beach, FL 33785

ATTN: Accounts Receivable

Wire transfer/ ACH (preferred method for terms Customers and must be used for 2% advance payment discount):

Bank Name	WELLS FARGO
Routing Number	063107513
Account Number	7003164634
Account Name	Suncoast Botanics, LLC.

Returned Checks. If a check or other form of payment is returned unpaid for any reason, Customer shall immediately pay Suncoast Botanics (dba CANNAPHYLL) the amount due, plus any bank charges that may be incurred.

For further information on payments, please contact the Accounts Receivable team at

sales@cannaphyll.com.

EXHIBIT B

Ordering Information

Shopify Plus: All orders need to be placed via a cannaphyll.com wholesale account.

To get started, Customer will need to activate their Wholesale account by following the below:

- 1) Customer will receive an invitation email from Cannaphyll, asking to "Activate your account" and create a password.
- 2) Once password has been created, Customer may log into the wholesale ordering system and follow the steps below.

To place an order, Customer should do the following:

- 1) Log onto cannaphyll.com and go to Products.
- 2) Click the desired product.
- 3) Click "Select quantity" and add the desired quantity to the cart.
- 4) Click "Order: \$" in the top right corner of the page to proceed to check-out.
- 5) For Prepayment Customers, enter credit card details and click on the "Check out" button to complete the order. For Customers with approved credit terms, click "Submit purchase order."
- 6) IMPORTANT: in the "Instruction to seller" field, please input PO number in the format of "PO#xxxxx."

For further information please contact sales@cannaphyll.com.