

MARKETING MATERIALS TERMS OF USE AGREEMENT

1. By making use of any of the Marketing Materials, the User acknowledges and agrees that it is bound by the provisions of this Marketing Materials Terms of Use Agreement ("**Agreement**").
2. In this Agreement:
 - (a) "**Approved Indigenous Cannabis Products**" means cannabis products that are, from time to time, registered by the LDB under the BCICP;
 - (b) "**BCICP**" means the British Columbia Indigenous Cannabis Product program;
 - (c) "**BCICP Website**" means the LDB's website related to the BCICP, found at the URL: <https://www.bcldb.com/BCICP> or such other website or URL as may be made known by the LDB from time to time;
 - (d) "**CRS**" means a cannabis retail store that is currently and validly licensed or authorized by the LCRB;
 - (e) "**Guidance Documents**" means any and all graphic standards, style guides or other guidelines related to the development, reproduction and use of the Marketing Materials that may be provided, and revised, by the LDB from time to time, including by posting them on the BCICP Website;
 - (f) "**Indigenous Ownership Criteria**" means the criteria that have been established by the LDB (as may be amended by the LDB from time to time in its sole discretion) to determine Permitted Cultivator and/or Permitted Processor eligibility to use the Marketing Materials in association with its marketing of Approved Indigenous Cannabis Products, as posted on the BCICP Website or otherwise made known to the User by the LDB;
 - (g) "**LCRB**" means the Government of British Columbia's Liquor and Cannabis Regulation Branch;
 - (h) "**LDB**" means His Majesty the King in right of the Province of British Columbia, represented by the General Manager of the Liquor Distribution Branch;
 - (i) "**Marketing Materials**" means, collectively:
 - i. the Marks, and
 - ii. any advertising materials related to the BCICP that are provided or otherwise made available to the User by the LDB from time to time or that are developed by or for the User in accordance with any Guidance Documents;
 - (j) "**Marks**" means, collectively, the "BRITISH COLUMBIA INDIGENOUS CANNABIS PRODUCT" name, the "BCICP" acronym and any registered or unregistered trademarks and/or official marks owned and permitted by the LDB to be used by the User in association with its marketing of Approved Indigenous Cannabis Products in accordance with the BCICP, including those marks set out in section 19, and any additional, replacement or other marks or subsequent changes or updates to or deletions from those marks, as determined by the LDB in its sole discretion from time to time;
 - (k) "**Permitted Cultivator**" means the holder of a valid federal cannabis cultivation licence issued by Health Canada that has, in conjunction with a licensed processor, applied to and been permitted by the LDB to use the Marketing Materials in association with its

marketing of Approved Indigenous Cannabis Products in accordance with this Agreement, the Requirements and any additional terms and conditions set out on the BCICP Website or otherwise communicated to the User from time to time, provided that either or both of the Permitted Cultivator and the co-applicant licensed processor has met, and continues to meet, the Indigenous Ownership Criteria;

- (l) **“Permitted Processor”** means the holder of a valid federal cannabis processing licence issued by Health Canada that has, in conjunction with a licensed cultivator, applied to and been permitted by the LDB to use the Marketing Materials in association with its marketing of Approved Indigenous Cannabis Products in accordance with this Agreement, the Requirements and any additional terms and conditions set out on the BCICP Website or otherwise communicated to the User from time to time, provided that either or both of the Permitted Processor and the co-applicant licensed cultivator has met, and continues to meet, the Indigenous Ownership Criteria;
- (m) **“Requirements”** means, collectively, any Guidance Documents, policies, specifications, regulations and standards authorized or stipulated by the LDB in relation to the BCICP from time to time;
- (n) **“Term”** means the period of time that begins immediately upon the User’s first use of any of the Marketing Materials and ends immediately upon the revocation of the User’s rights under this Agreement and/or its right to participate in the BCICP, including in accordance with section 14; and
- (o) **“User”** means any of:
 - i. a Permitted Cultivator,
 - ii. a Permitted Processor,
 - iii. a CRS that sells any Approved Indigenous Cannabis Products in accordance with the Requirements, or
 - iv. an entity (including a member of a type of entities) that is authorized by the LCRB from time to time to market or promote the BCICP and/or Approved Indigenous Cannabis Products in accordance with the Requirements.

3. The User may only use the Marketing Materials during the Term and only for the purposes of marketing Approved Indigenous Cannabis Products or such other purposes as may be specifically designated by the LDB from time to time, including by way of the BCICP Website (collectively, the **“Licensed Use”**), which Licensed Use:

- (a) will be performed by the User in conformity with all of the terms and conditions contained in this Agreement and all instructions provided by the LDB to the User, including by way of the BCICP Website; and
- (b) have a character and quality that conforms with the Requirements.

4. For greater certainty:

- (a) the Marketing Materials cannot be used to market any products that are not, at the time, currently Approved Indigenous Cannabis Products; and

- (b) the Marks may not be used on product labels for Approved Indigenous Cannabis Products unless, and only to the extent, permitted by Federal cannabis labelling regulations, which use is and will remain at the sole discretion and liability of the User.
- 5. The User agrees that its use of the Marketing Materials will at all times be under the control of the LDB and that it will only use the Marketing Materials in accordance with this Agreement and any Guidance Documents and further, in the case of any LDB-provided Marketing Materials, it will only use such Marketing Materials as provided unless otherwise authorized by the LDB, including by way of the BCICP Website.
- 6. The User will not use, display, reproduce, register or attempt to register any of the Marks, or any words, designs, characters, or symbols that are confusing with or are derived from the Marks, as part of any Internet domain name, universal resource locator, social media designator, name or title, telephone number, address or any other form of designator (collectively, the “Designators”) except as expressly permitted by the LDB in advance in writing.
- 7. As may be reasonably requested by the LDB from time to time, the User will cooperate with the LDB for the purpose of:
 - (a) registering or recording the Marks in the LDB’s name;
 - (b) registering or recording the LDB’s licensing of the Marks to the User as provided herein, or notice of such license;
 - (c) protecting, preserving and enhancing the Marks and the LDB’s interest therein; and
 - (d) reviewing the manner of the User’s Licensed Use and providing specimens of the User’s usage of the Marketing Materials.
- 8. The User acknowledges the validity of the Marks and the LDB’s ownership of the Marks and all goodwill associated with or appurtenant to the Marks. The User acknowledges and agrees that all use of the Marks by the User will be deemed to be use by the LDB and all the benefit and goodwill associated with such use will at all times enure entirely to the LDB. The User hereby absolutely and irrevocably assigns to the LDB all right, title and interest throughout the world that it may now have or may later acquire in the Marks, including all related goodwill, other than User’s rights to use the Marks provided under this Agreement.
- 9. The User will not do anything or omit to do anything that might impair, jeopardize, violate or infringe the Marketing Materials or the LDB’s interest in the Marketing Materials, including but not limited to:
 - (a) opposing, contesting or in any other manner challenging the validity of the Marks or the LDB’s interest in the Marks; and
 - (b) claiming, using, displaying, reproducing or applying to register any trademark, trade name, Designator, copyright, design or other work that is identical to or confusing with any of the Marketing Materials, or that is derived from or based on any of the Marketing Materials, unless otherwise authorized by the LDB including by way of the BCICP Website, and

the User will not assist, permit or encourage any other person or entity to do any of the foregoing.

10. Whenever possible, the User will give public notice of the fact that the use of the Marks is a licensed use, and identifying the LDB as the owner of the Marks in the following manner:

“All British Columbia Indigenous Cannabis Product program trademarks and/or official marks are owned by the Government of the Province of British Columbia and used under license”.

11. Except for the User’s own identifiers and branding elements, the User must not use or display any other trademarks or other branding elements other than the Marks for the purposes of referring to or representing any Approved Indigenous Cannabis Product, its participation in the BCICP, or the BCICP itself. For greater certainty, the identifiers and branding elements of the licensed cultivator and the licensed processor for the Approved Indigenous Cannabis Product may be used and displayed by any User, including a CRS, unless otherwise prohibited by the respective cultivator or processor itself.
12. The User will not use, display or reproduce, or sublicense the use, display or reproduction of, the Marketing Materials in any way that is not expressly permitted by this Agreement or otherwise by the LDB in writing, including by way of the BCICP Website. Without limiting the generality of the foregoing sentence, the User must not use any of the Marks, or any part thereof, as part of the User’s trade name, firm name or corporate name without the prior approval in writing of the LDB, which approval may be denied for any reason or without reason, and any such approved use will be governed by this Agreement.
13. Any proprietary rights not specifically granted to the User under this Agreement remain with the LDB including, without limitation, copyright and trademark protection.
14. This Agreement will terminate immediately upon:
 - (a) its termination by the LDB for convenience;
 - (b) the User’s failure to abide by any terms or conditions of this Agreement or any Requirements; or
 - (c) the User’s withdrawal from participation in the BCICP.
15. Immediately upon the termination of this Agreement for any reason, the User must immediately and permanently cease all use of the Marketing Materials, including any Marketing Materials developed by or for the User, and must not hold itself out as an authorized user of the Marks or a participant in the BCICP unless and until it has been re-approved by the LDB to do so.
16. This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.
17. In the event of any dispute arising out of or in connection with this Agreement, the dispute must be referred to and finally determined by arbitration under then British Columbia *Arbitration Act* and the arbitration will be administered by the Vancouver International Arbitration Centre and

will be conducted in accordance with its Rules of Arbitration by a single arbitrator, in Victoria, BC, and British Columbia law will be the applicable law.

18. This Agreement will enure to the benefit of, and will be binding upon, the LDB and the User and their respective successors and assigns.

19. The Marks are:

- (a) BRITISH COLUMBIA INDIGENOUS CANNABIS PRODUCT
- (b) BCICP
- (c) BRITISH COLUMBIA INDIGENOUS CANNABIS PRODUCT & Design:

BC | INDIGENOUS
CANNABIS PRODUCT