MUTUAL CONFIDENTIALITY AGREEMENT

Between:	______________________________	"Counterparty"
And:	The Flowr Corporation, for itself and its affiliated entities	Collectively, "Flowr"
Dated:	November , 2022	

The following terms and conditions of this Confidentiality Agreement (the "Agreement") apply to Confidential Information disclosed by Submitting Party to Receiving Party. Counterparty and Flowr are each referred to within as "Parties". The Party providing the Confidential Information is deemed the "Submitting Party" and the Party receiving the Confidential Information is deemed the "Receiving Party". In connection with their consideration of one or more possible transactions ("Transactions") between Counterparty and Flowr, each Party has received or may receive non-public, proprietary information containing valuable, proprietary and confidential trade secrets and other technical, business, strategic, financial and marketing data about the Submitting Party and/or its subsidiaries and affiliates ("Confidential Information"). The Confidential Information may include specific information about financial operations, business plans, blueprints or construction drawings or other information regarding the systems or design of plant growing facilities as well as other opportunities under consideration and pursuit. The Confidential Information may be delivered orally, in writing or by other media. As between the Parties, the Submitting Party exclusively owns its Confidential Information and all proprietary rights in or associated with its Confidential Information. Unauthorized use or disclosure of Confidential Information may cause substantial and irreparable damage to the Submitting Party's business and competitive position. Confidential Information is being provided by Submitting Party to Receiving Party in confidence in accordance with the following terms and conditions:

1. Confidential Information is being provided solely for the purpose of enabling Receiving Party to make an evaluation of possible participation in one or more of the Transactions.

Without the prior written consent of Submitting Party, Receiving Party will not (a) disclose to any third party the fact that any Confidential Information has been provided to Receiving Party or that either Party is exploring the possibility of participating in the Transactions or that such Transactions are the subject of consideration; (b) disclose to any third party any or all Confidential Information; or (c) use Confidential Information for any purpose other than evaluating the potential Transactions. Receiving Party will only disclose Confidential Information to those of its affiliates, employees, officers, directors, agents, representatives, advisors, financing sources and consultants (collectively "Representatives") who reasonably need to know such information and who agree to comply with the terms of this Agreement. Such disclosure by Receiving Party will be made only to the extent necessary in order to prepare the above-mentioned evaluation or to make decisions or render advice in connection therewith. Any unauthorized disclosure or use of Confidential Information by Receiving Party's Representatives will be deemed to have been by Receiving Party, and Receiving Party will be responsible and liable for any breach of this Agreement by its Representatives. All communications with Flowr regarding the potential Transactions or Confidential Information shall be made solely through:

Officers and Directors of The Flowr Corporation and The Flowr Group (Okanagan) Inc.

(each being an "Authorized Agent") and Counterparty shall not communicate with any of Flowr's partners, lenders, employees, vendors, customers, labor representatives, consultants or affiliates without prior written consent from an Authorized Agent unless in the ordinary course of Counterparty's business unrelated to the Transactions contemplated under this Agreement.

2. The restrictions in Section 1 will not apply to any Confidential Information that Receiving Party can demonstrate:

   a. is or becomes publicly available without breach of this Agreement; or
   b. was rightly received without obligation of confidentiality from a third party; or
   c. was independently developed by Receiving Party.

Notwithstanding the above, nothing herein will prevent Receiving Party from disclosing Confidential Information pursuant to valid court order, subpoena or government inquiry; provided, however, that prior to any such disclosure Receiving Party will (i) unless prohibited by law from doing so, notify Submitting Party promptly in writing of the order or subpoena and of the facts and circumstances surrounding such order or request so that Submitting Party may seek an appropriate protective order; (ii) cooperate with Submitting Party in any proceeding to obtain an appropriate protective order; and (iii) to the extent disclosure is still required, take all reasonable steps to make the disclosure on a confidential basis.

3. In the event the Confidential Information includes construction information or designs, it is agreed and understood that the Flowr design of a building system is composed of commercially available equipment, including but not limited to air handlers, filters, fans, boilers and pumps, however, the arrangements or combinations of this equipment are recognized as confidential information of Flowr. That being said, nothing herein will preclude Receiving Party from designing systems in the future for other customers using the same commercially available equipment and the prohibitions contained herein only apply to combinations of the equipment that are substantially similar to the Flowr designs.

4. In the event the Counterparty produces work product for Flowr that is paid for by Flowr, the work product shall become the property of Flowr and the intellectual property contained therein will belong to Flowr.

5. Receiving Party agrees to use the same care and discretion to avoid disclosure of Confidential Information as it uses with its own similar information it does not wish to disclose, but in no event less than a reasonable standard of care. Receiving Party will promptly provide Submitting Party with notice of any actual or threatened breach of the terms of this Agreement or unauthorized disclosure or use of Confidential Information.

6. The Parties agree to indemnify each other for losses, damages, costs and expenses arising from any breach of this Agreement caused by Receiving Party or its Representatives. In addition to any and all remedies available at law or in equity, Receiving Party agrees to take all reasonable measures, including court proceedings at Receiving Party's own expense, to restrain current or future Representatives from unauthorized use or disclosure of Confidential Information.

7. Except as may otherwise by expressly set forth in a definitive written agreement between the Parties, neither Party shall be deemed to have made any representation or warranty as to the accuracy or completeness of Confidential Information, or any item or items thereof. Without limitation of the foregoing, Receiving Party acknowledges that financial information provided to Receiving Party must be independently verified by Receiving Party prior to consummating any Transaction. It is understood that this Agreement does not obligate either Party to enter into any further definitive agreement or to disclose any particular information to the other Party and, other than as contemplated in section 4 herein, does not grant any intellectual property rights to Receiving Party.

8. Upon request from the Submitting Party, Receiving Party will promptly destroy or return and deliver to Submitting Party all Confidential Information, any copies thereof, and all notes, correspondence, documents or other records relating to the Confidential Information or the above-mentioned Transactions then in Receiving Party's possession. Notwithstanding anything to the contrary in this Agreement, (i) Receiving Party and its Representatives may retain copies of Confidential Information to the extent Receiving Party or its Representatives are required to do so by applicable law or internal record keeping policies (subject to this Agreement's confidentiality obligations), and (ii) Receiving Party and its Representatives shall not be required to delete electronically-stored Confidential Information to the extent such deletion would be technologically impracticable or inconsistent with the archival records retention policy of Receiving Party or its Representatives (subject to this Agreement's confidentiality obligations).

9. The Parties expressly acknowledge that monetary damages alone may not be an adequate remedy for any breach of this Agreement and that, in addition to any other remedies which the Parties may have, Submitting Party will be entitled to seek injunctive relief, including specific performance, in any court of competent jurisdiction with respect to any actual or threatened breach by Receiving Party of this Agreement without the necessity of proving actual damages or posting a bond.

10. In addition to its other obligations under this Agreement, Receiving Party will comply with all applicable privacy laws regarding its collection, use, protection and disclosure of personal information contained in the Submitting Party's Confidential Information.

11. This Agreement will remain in effect for a period of two (2) years from the date that either Party terminates negotiations with respect to the potential Transactions.

12. The substantive laws of the Province of Ontario will govern this Agreement, without reference to provisions relating to conflict of laws.

13. Nothing in this Agreement is intended to grant any rights under any copyright or trademark of either Party, nor will this Agreement grant any rights in or to Confidential Information, except as expressly permitted hereunder.

14. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, agents and assigns. If any provision of this Agreement is deemed void by law, the remaining provisions will continue in full force and effect. Failure to enforce any provision of this Agreement will not constitute a waiver of any term hereof. This Agreement may be executed in counterparts, each of which will be deemed an original and each of which together will constitute one and the same instrument.

15. The prevailing party in any litigation relating to the enforcement, interpretation and/or breach of this Agreement will be entitled to recover (in addition to any damages or other relief granted) reasonable legal fees and other expenses in connection with such litigation (both at trial and on any appeals therefrom).

16. Receiving Party hereby acknowledges that it is aware, and Receiving Party shall advise its Representatives who are informed of the matters that are the subject of this Agreement, that applicable United States and Canadian securities laws place certain restrictions on any person who has material, non-public information concerning an issuer, with respect to purchasing or selling securities of such issuer or from communicating such information to any other person, and with respect to United States securities laws, under circumstances in which it is reasonably foreseeable that such other person is likely to purchase or sell such securities.

17. Non-Solicit. Counterparty shall not, and shall cause its affiliates (together with Counterparty, the "Covered Entities") not to, for a period of two (2) years from the date hereof, solicit, employ or retain or engage on a consulting or advisory basis or otherwise, any director, officer or employee of Flowr or its affiliates without the prior written consent of Flowr; provided, that the Covered Entities shall not be precluded from hiring any person (a) who responds on his or her own volition, without any overt or tacit encouragement by the Covered Entities, to a general solicitation or advertisement not targeted specifically at employees of Flowr or its affiliates; (b) who contacts the Covered Entities on his/her own initiative without any direct or indirect solicitation or encouragement from the Covered Entities, other than any general solicitation or advertisement; (c) whose employment with Flowr or its affiliates is terminated by Flowr or such affiliate; or (d) with whom the Covered Entities have not had any contact with or of whom the Covered Entities have not become aware of in connection with the Transactions.

18. Non-Interference. Counterparty agrees that neither it, nor any of its affiliates will, directly or indirectly, use the Confidential Information of Flowr to solicit, induce, encourage or otherwise cause any of Flowr's customers, suppliers, manufacturers, distribution partners, clients, advertisers, marketing representatives, investors, lenders, advisors or consultants to alter, change, modify, cancel, discontinue, limit or refrain from entering into any commercial or business relationship (contractual or otherwise) with Flowr or its affiliates, without Flowr's express prior written consent; nor will the Counterparty or any of its affiliates use the Confidential Information of Flowr to solicit or attempt to initiate a new business relationship, or modify terms of an existing business relationship, with any such customer, supplier, manufacturer, distribution partner, client, advertiser, marketing representative, investor, lender, advisor or consultant.

Agreed to and accepted:

Counterparty (as stated on Page 1):

____

Signature: ____________________________

Print Name: __________________________

Title: ________________________________

The Flowr Corporation:

Signature: ____________________________

Print Name: Matthew Husson

Title: General Counsel & Secretary