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GENERAL

All use of the Site is subject to these Terms and Conditions. By accessing and using the Site or any service of the Site, you acknowledge, accept, and agree to all the terms, conditions, and privacy policies described or incorporated by reference below. These Terms and Conditions represent a binding contract between you and International Deal Gateway Blockchain Inc. (“IDG”) and are in addition to any other agreements between you and IDG, including any other agreements that govern your use of products, services, content, tools, and information available on the Site. If you do not agree with anything contained in these Terms and Conditions, please do not submit information to, access information from, or otherwise utilize the Site. IDG reserves the right to change these Terms and Conditions at any time without notice to you. Use of the Site following the posting of any changes to these Terms and Conditions shall be deemed to be acceptance thereof by you. In these Terms and Conditions, we may refer to a customer/reader/registrant of a Membership Account as “you”. You agree to keep business information and trade secrets of IDG, including, but not limited to the terms and pricing set forth herein, and any user account information confidential until such information becomes known to the public generally and except to the extent that disclosure may be required by law, regulation, or legal process.

USE OF THE SITE; LIMITATIONS; ACCEPTABLE USE

The Site is designed for private market deal professionals to connect with each other for the purposes of general networking, business development, seeking and managing investment or acquisition opportunities, and identifying investors and providers of capital, all subject to applicable laws and regulations. IDG does not render investment or legal advice in connection therewith. None of the information submitted on the Site constitutes a solicitation, offer, opinion, or recommendation by IDG to buy or sell any securities or other financial instruments or to provide legal, tax, accounting, or investment advice or services regarding the suitability or profitability of any security of any kind, investment, or transaction. IDG has not made, and does

not make, any recommendations regarding the merit of any company identified on the Site, any recommendation regarding the purchase or sale of any security. IDG has not endorsed or sponsored, and does not endorse or sponsor, any company identified on the Site. For that reason all users of the Site agree to be responsible for their own due diligence and the legal and regulatory compliance of any transaction they may independently enter into, and IDG makes no representation or assurance about such compliance. As a user of the Site, you are required to provide true and accurate information about yourself and the company and/or business you represent, and to update and maintain such information, and that IDG cannot and does not confirm the accuracy of information provided to you or by you on the Site. Notwithstanding anything else herein contained, if IDG permits you to input information into the Site, you may not input any information or content, either by yourself or by requesting IDG to input on your behalf, that:

1. is promotional in nature, including solicitations for funds or businesses, without the prior written authorization of IDG;
2. constitutes junk mail, spam, chain letters, pyramid schemes or the like;
3. is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, is racially, ethnically or otherwise objectionable, or otherwise violates the legal rights of others, in the sole discretion of IDG;
4. you know, or reasonably believe, contains any misrepresentation of a material fact or otherwise omits to state a material fact;
5. you do not have the right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements). Further, IDG is in no way responsible to verify your right to make the information available on the Site or the correctness of the information provided by you;
6. contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware, or telecommunications equipment; or
7. constitutes financial or investment advice as defined under the laws of any jurisdiction.

MEMBERSHIP ACCOUNTS / REGISTRATION

As part of your use of the Site, you may be permitted by IDG to open a membership account under the JOIN tab of the Site (the "Membership Account").

If opening a Membership Account on behalf of a company, you hereby represent and warrant that you are an authorized agent and the designated representative of your company authorized to open a Membership Account on behalf of your company and have the ability to bind the

company to all terms and conditions governing the Membership Account, including those set out in these Terms and Conditions.

As part of the creation of your Membership Account you will be asked to create single user login credentials with a username and password. In consideration of your use of the Site, you agree on your own behalf and, on behalf of your company, where applicable:

1. to provide true, accurate, current and complete information about yourself and/or the company that you represent;
2. that you are responsible for all costs and charges, including without limitation, phone charges and telecommunications equipment, incurred in order to use the Site;
3. that you are fully responsible for all activities that occur under your password or Membership Account, and you and your company accept all liability for any acts or omissions by you arising out of the use of your Membership Account, even if such acts or omissions are not specifically authorised by you and your company;
4. to immediately notify us of any unauthorized use of your password or Membership Account or any other breach of security; and
5. that you are fully responsible for managing your Membership Account, including but not limited to:
 - a. maintaining the confidentiality of passwords and/or any Membership Account information;
 - b. maintaining and promptly updating the Membership Account information to keep it true, accurate, current and complete;
6. If you provide any information that is untrue, inaccurate, not current or incomplete, or IDG has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, IDG may remove such content immediately, without notice to you, and in its sole discretion, suspend or terminate your Membership Account, and refuse any and all current and future use of the Site by you. Membership Account information and certain other information about you is subject to our Privacy Policy. For more information, please see our Privacy Policy located on the Site.

PRIOR APPROVAL OF POSTINGS ON THE SITE

All companies and/or opportunities submitted by persons with Membership Account Access (“Members”) to the Site (“Posting” or “Postings”, as a collective term) shall be reviewed prior to posting on the Site by IDG, and IDG can approve or reject any proposed Posting for any reason or no reason, in its sole discretion. The Posting feature of the Site is NOT FOR ANY U.S. PERSONS OR TO ANY PERSON OR ADDRESS IN THE U.S.

As an alternative to Posting on the Site, IDG may instead provide you with the opportunity to discuss the content of such proposed Posting with one or more affiliates of Canaccord Genuity (collectively, “CG”), and such opportunity to connect with CG shall be in CG’s sole discretion and is not guaranteed by IDG or CG. In the event that you and CG have a mutual interest to form any relationship, the terms and conditions of any relationship between you and CG will be governed by an agreement between you and CG and not by IDG. CG is a partner of IDG, and CG and its affiliates own approximately 35% of the outstanding interest in IDG and receive compensation from IDG. CG engages in various securities-related businesses, including brokerage and securities trading, wealth management, investment banking, and corporate issuer research, and CG’s various trading desks may trade as principal in any of the securities (or related securities and derivative investments) of the companies or issuers that are made available on the Site. In addition, CG may have a corporate finance and/or investment banking or other relationship with any company or issuer on the Site and may have received compensation for providing investment banking services to such company or issuer.

RIGHT TO CHANGE, MODIFY OR DELETE THE TERMS AND CONDITIONS

IDG reserves the right to change, modify, add or delete portions of these Terms and Conditions at any time, without prior notice. Please re-review the Terms and Conditions periodically for changes. Your continued use of the Site will mean that you accept such changes or deletions.

PRIVACY

Your privacy is very important to us. Please refer to IDG’s Privacy Policy for information regarding IDG’s collection, use, and storage of users’ information.

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Subject to your full compliance with these terms, IDG and CG authorize you to view the Content and CG Information and Content, make a single copy of it, and print that copy, but only for your own lawful, personal, non-commercial use, provided that you maintain all copyright, trademark and other intellectual property notices contained in such Content and CG Information and Content, and provided that the Content and CG Information and Content, or any part thereof, is not modified.

RESPONSES TO ONLINE REQUESTS

From time to time, IDG may offer to provide information or materials via e-mail or otherwise to interested persons. IDG reserves the right, in its absolute discretion, to reject any requests for such information or materials, or to discontinue the provision of such information or materials to any person, for any reason whatsoever.

PROHIBITED CONDUCT

You may use the Site for lawful purposes only. In addition to all other prohibited conduct elsewhere described in these Terms and Conditions, you may not upload to, or distribute or otherwise publish through the Site, any Content that is any of the following:

- contains computer viruses, worms, moles or other contaminating or destructive elements;
- violates the rights of others, such as Content that infringes any copyright, trademark, patent, trade secret or violates any right of privacy or publicity;
- contains any false or misleading statement; or
- contains or constitutes advertising.
- cannabis financings and transactions. The Site does not conduct business with cannabis companies.

CONTENT MANAGEMENT AND REMOVAL

IDG reserves the right to cancel your access to content posting and/or delete, move, or edit any content posted by users of the Site ("Users' Content") (including messages posted in any forum, if applicable) that it may determine, in its sole discretion, violates the Terms and Conditions.

You shall remain solely responsible for all Users' Content posted by you or by any other person using your account. IDG shall have the right, but not the obligation, to correct any errors or omissions in any Users' Content, as it may determine in its sole discretion.

The Site is designed to provide a platform for registrants to share and respond to business opportunities ("Opportunities"). Your use of the Site, including but not limited to, participation in information services provided by it and Content provided by IDG and CG and Users' Content provided by other users and your contribution, use and disclosure of materials through the Site is subject to these Terms and Conditions. As a registrant you will have the ability to submit Opportunities, soliciting the participation of other users. Your Opportunities will be made available to other users who may respond to you. Users are restricted to only respond to Opportunities submitted by other users in the manner or for the intended purpose for that which it is solicited. IDG prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to IDG at the below address, giving a written statement that contains the following information: (a) an identification of the copyrighted work and/or intellectual property right claimed to have been infringed; (b) an identification of the allegedly infringing material on the Site that is requested to be removed; (c) your name, address, and daytime telephone number, and an e-mail address if available; (d) a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law; (e) a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and (f) the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right. IDG will remove any posted submission that infringes the copyright or other intellectual property right of any person under the laws of Canada or the United States upon receipt of such a statement. Canadian and U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions.

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IDG does not represent or endorse the accuracy or reliability of any Users' Content displayed, uploaded, posted on any message board, or otherwise distributed through the Site by any subscriber, information provider or any other third party. IDG expressly disclaims any liability related to Users' Content, and you acknowledge that any reliance upon such Users' Content shall be at your sole risk.

The Site may contain links to sites on the Internet that are owned and operated by third parties (the "External Sites"). You acknowledge that IDG is not responsible for the availability of, or the content or software applications located on or through any External Site. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or External Sites.

REGISTRANT INFORMATION

IDG shall have the right to disclose certain limited registrant information including, but not limited to, the registrant's name, e-mail and mailing address, to affiliates, partners and third-party vendors (including CG), regulators, or other third parties, for the purpose of providing registrants with information about products and services or in accordance with regulatory requests and legal orders. IDG shall also have the right to disclose aggregate information about registrant usage and demographics in a manner that does not reveal the personal identity of any individual registrant. IDG shall have the right to send you electronic mail to inform you of changes or additions to the Site, or of any products and services of IDG. For additional information, see IDG's Privacy Policy.

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IDG may provide you with links to third party Web sites, and some of the Content appearing to originate from the Site may be supplied by third party Content providers. IDG has no responsibility for these third- party Web sites, which are governed by the terms of use and privacy policies, if any, of the applicable third-party Content providers.

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The Site may become unavailable to you as a result of maintenance, malfunction of computer hardware or software, or for other reasons, and may result in damages to your systems or operations. You shall be solely responsible for ensuring that any information or content obtained from the Site does not contain any virus, worm, mole or other computer software code or subroutine designed to disable, erase, impair or otherwise damage your systems, software, or data.

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IDG may change, suspend or discontinue all or any aspect of the Site at any time, including the availability of any Site feature, database, or content, without prior notice or liability.

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You acknowledge and agree that you have not relied upon IDG or CG for investment, legal or tax advice and have, in all cases, sought the advice of your own advisors, or have waived your right to consult such professional advisors and you are either experienced in or knowledgeable with regard to the affairs of IDG or either alone or with your professional advisors are capable,

by reason of knowledge and experience in financial and business matters in general, and investments in particular, of evaluating the merits and risks of business activities through the Site and by engagement with other members of ours, and it can otherwise be reasonably assumed to have the capacity to protect your own interests in connection with those activities. You are not relying upon any verbal or written representation as to fact, covenant or otherwise made by or on behalf of IDG or CG.

You represent, warrant, acknowledge and agree that you had the opportunity to seek, were neither prevented nor discouraged by IDG or CG from seeking, and did obtain, or elected not to obtain, independent legal advice prior to opening a Membership Account.

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IN NO EVENT SHALL THE AGGREGATE LIABILITY OF IDG, CG OR ANY OF THEIR PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, AND ASSIGNS (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF THE SITE EXCEED ONE HUNDRED DOLLARS (CDN \$100.00).

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WE ENCOURAGE YOU TO READ THE TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY AND ANY TERMS OF USE, GOVERNING EACH THIRD-PARTY WEBSITE THAT YOU VISIT, INCLUDING THOSE DIRECTED BY THE LINKS CONTAINED ON THE SITE OR PRESENTED TO YOU OR OTHERWISE REFERRED TO YOU BY OTHER USERS IN CONNECTION WITH OPPORTUNITIES.

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and Conditions, or the representations, warranties and covenants you made by agreeing to these Terms and Conditions. IDG and CG each reserve the right to assume the exclusive defense and control of any such matter, subject to indemnification by you, which shall not excuse your indemnity obligations. Your indemnification obligations survive any termination of these Terms and Conditions.

GOVERNING LAW

These Terms and Conditions and the relationship between you and IDG will be governed by the laws of the Province of British Columbia and, to the extent applicable, Canada without regard to any conflict of law provisions. All disputes arising out of or in connection with these Terms and Conditions and your use and access to the Site shall be referred to and finally resolved by a single arbitrator (the “Arbitrator”) pursuant to the British Columbia Arbitration Act, R.S.B.C. 1996, c. 55, as amended (and, to the extent applicable, the International Commercial Arbitration Act R.S.B.C. 1996 c. 233) and subject to the exclusive jurisdiction of the laws of the province of British Columbia and, where applicable, Canada. The place of the arbitration will be Vancouver, British Columbia and the language of the arbitration will be English. The decision of the Arbitrator on all issues or matters submitted to the Arbitrator for resolution shall be conclusive, final and binding on all of the parties. The Arbitrator shall determine who shall bear the costs of arbitration pursuant to this section. You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

ENTIRE AGREEMENT

These Terms and Conditions, together with those incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and it supersedes any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this Site.

IDG is not a securities dealer or broker, investment advisor or financial advisor, and you should not rely on the information herein as investment advice. If you are seeking personal investment advice, please contact a qualified and registered broker, investment advisor or financial advisor.

Posting Disclaimer:

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IMPORTANT: You must read the following before continuing. In order to post information relating to companies and/or opportunities on this Site, you agree to be bound by the following terms and conditions, including any modifications made to them any time you receive any information from us as a result of such access.

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The posting of companies and/or opportunities feature of this Site may not be accessed within the U.S. or to, or for the account or benefit of, U.S. Persons (as defined under Regulation S under the Securities Act of 1933). Accordingly, in order to be eligible to submit companies and/or opportunities for posting, or view or otherwise access such posted information, you must not be a U.S. Person (within the meaning of Regulation S under the Securities Act). By accessing these features of the IDG Site, you shall be deemed to have represented to us that you are not a U.S. Person and are otherwise not located in the United States.

You further represent and warrant that you will not solicit, offer to or otherwise entertain investment interest from U.S. Persons or persons located in the United States through or in connection with your use of this Site. You acknowledge that IDG is not registered as a broker or dealer in Canada, the United States, or any state within the United States, and has no plans to seek or obtain such registration.

Prior to submitting companies and/or opportunities to be posted on the Site, you represent and warrant that you are the owner of such information and an authorized representative of the applicable entity that is the subject of the posting and are not a third party representative, broker, dealer or agent acting in a similar capacity.

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