

MANAGEMENT INFORMATION CIRCULAR

AND

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

OF

YOURWAY CANNABIS BRANDS INC.

TO BE HELD ON AUGUST 8, 2022

Dated: June 29, 2022

YOURWAY CANNABIS BRANDS INC.

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that the annual general and special meeting (the “**Meeting**”) of the shareholders (the “**Shareholders**”) of YourWay Cannabis Brands Inc. (“**YourWay**” or the “**Corporation**”) will be held as a virtual meeting on August 8, 2022 at 1:00 p.m. (EST) for the following purposes:

1. to receive and consider the audited consolidated financial statements of the Corporation for the financial year ended December 31, 2021 and the report of the auditor thereon (the “**Annual Financial Statements**”);
2. to elect the directors of the Corporation for the ensuing year;
3. to appoint Macias Gini & O’Connell LLP, Chartered Professional Accountants as auditor of the Corporation for the ensuing year and to authorize the directors to fix their remuneration;
4. to consider and, if thought advisable, approve, with or without variation, an ordinary resolution approving the adoption of the Corporation’s long term incentive plan and all unallocated awards issuable thereunder, as more fully described in the accompanying management information circular of the Corporation dated June 29, 2022 (the “**Circular**”); and
5. to transact such other business as may properly come before the Meeting or any adjournment or postponement thereof.

Specific details of the matters proposed to be put before the Meeting are set forth in the Circular. Shareholders are reminded to review the Circular before voting.

In order to proactively mitigate risks to the health and safety of our communities, Shareholders, employees and other stakeholders, we will hold the Meeting in a virtual-only format. Shareholders wishing to attend the Meeting may do so by calling 877-407-3088 (toll-free North America) or 201-389-0927 (International) and instructions will be provided as to how Shareholders entitled to vote at the Meeting may participate and vote at the Meeting. Shareholders will not be able to physically attend the Meeting.

The Board has, by resolution, fixed the close of business on June 27, 2022 as the record date (the “**Record Date**”), for the determination of Shareholders entitled to receive notice of, and to vote at, the Meeting and any adjournment or postponement thereof. Only Shareholders whose names have been entered in the register of Shareholders and duly appointed proxyholders as of the close of business on the Record Date will be entitled to vote at the Meeting and any adjournment or postponement thereof. Just as they would be at an in-person meeting, registered Shareholders and duly appointed proxyholders will be able to virtually attend the Meeting, submit questions online and vote through the above noted phone numbers.

Non-registered Shareholders (being Shareholders who beneficially own common shares and/or proportionate voting shares of the Corporation that are registered in the name of an intermediary such as a bank, trust company, securities broker or other nominee, or in the name of a depository of which the intermediary is a participant) who have not duly appointed themselves as proxyholder will be able to virtually attend the Meeting online as guests, but guests will not be able to vote or ask questions at the Meeting.

In order to streamline the virtual meeting process, the Corporation requests that all Shareholders who will not be virtually attending the Meeting complete, date and sign the enclosed form of proxy (in the return envelope provided for that purpose), or, alternatively, vote by telephone, or over the internet, in each case in accordance with the instructions set out herein. The completed form of proxy must be deposited at the offices of Olympia Trust Company by mail at P.O. Box 128, STN M, Calgary, Alberta T2P 2H6, Attn: Proxy Dept., or the proxy vote must otherwise be registered in accordance with the instructions set forth herein. Non-registered Shareholders who receive the proxy-related materials through their broker or other intermediary should complete and send their form of proxy or voting instruction form in accordance with the instructions provided by their broker or other intermediary. The Board has, by resolution, fixed 1:00 p.m. (EST) on August 4, 2022, or no later than 48 hours before the time of any adjourned or postponed Meeting (excluding Saturdays, Sundays and holidays), as the time before which proxies to be used or acted upon at the Meeting or any adjournment or postponement thereof must be deposited with the Corporation’s transfer agent. **Late proxies may be accepted or rejected by the Chair of the Meeting in his or her discretion.**

The Corporation has elected to use the “notice-and-access” mechanism provided for under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* to deliver the Meeting materials to Shareholders, including this Notice of Annual General and Special Meeting of Shareholders, the Circular, the Annual Financial Statements and the management’s discussion and analysis (“**MD&A**”) for the three and twelve months ended December 31, 2021 (the “**Annual MD&A**”). This means that, rather than receiving paper copies of the Meeting materials in the mail, Shareholders as of the Record Date will have access to electronic copies of the Meeting materials on the Corporation’s website at <https://www.yourwaycannabis.com/> and under the Corporation’s profile on the System for Electronic Document Analysis and Retrieval at www.sedar.com. The Meeting materials will remain on the Corporation’s website for a period of one year.

Shareholders as of the Record Date will receive a package in the mail containing information explaining how to access and review the Meeting materials electronically and how to request a paper copy of such materials free of charge, and a proxy form or a voting instruction form so that Shareholders can vote their common shares and/or proportionate voting shares in the capital of the Corporation. In addition, the package will include a place to request copies of the Annual Financial Statements, the Annual MD&A and/or the Corporation’s interim financial statements and MD&A.

Prior to the Meeting and for up to one year thereafter, those Shareholders who wish to receive paper copies of the Meeting materials may request them by calling 833-618-2741. If a request for paper copies is received before the Meeting, the Meeting materials will be sent to such Shareholders at no cost within three business days of the request. If a request for paper copies is received on or after the Meeting, and within one year of the Meeting materials being filed, the Meeting materials will be sent to such Shareholders within 10 calendar days after receiving the request. To receive paper copies of the Meeting materials in advance of the proxy deposit deadline, your request should be received by no later than July 29, 2022.

DATED at Toronto, Ontario, this 29th day of June, 2022.

BY ORDER OF THE BOARD

/signed/ “Jakob Ripshtein”
Jacob Ripshtein
Chairman of the Board

MANAGEMENT INFORMATION CIRCULAR

This management information circular (the “**Circular**”) has been prepared in connection with the solicitation of proxies by the management of YourWay Cannabis Brands Inc. (“**YourWay**” or the “**Corporation**”) for use at the annual general and special meeting (the “**Meeting**”) of holders (the “**Shareholders**”) of common shares (the “**Common Shares**”) and proportionate voting shares (the “**Proportionate Shares**” and, together with the Common Shares, the “**Shares**”) of the Corporation, to be held as a virtual meeting on August 8, 2022 at 1:00 p.m. (EST) for the purposes set out in the accompanying notice of meeting (the “**Notice**”). References in this Circular to the Meeting include any adjournment or postponement thereof.

In order to proactively mitigate risks to the health and safety of our communities, Shareholders, employees and other stakeholders, we will hold the Meeting in a virtual-only format. Shareholders wishing to attend the Meeting may do so by calling 877-407-3088 (toll-free North America) or 201-389-0927 (International) and instructions will be provided as to how Shareholders entitled to vote at the Meeting may participate and vote at the Meeting. Shareholders will not be able to physically attend the Meeting.

Registered Shareholders (“**Registered Shareholders**”) and duly appointed proxyholders will be able to virtually attend, ask questions and vote at the Meeting. Non-registered Shareholders (being shareholders who beneficially own Shares that are registered in the name of an intermediary (an “**Intermediary**”) such as a bank, trust company, securities broker or other nominee, or in the name of a depository of which the intermediary is a participant) (“**Beneficial Shareholders**”) who have not duly appointed themselves as proxyholder will be able to virtually attend the Meeting as guests, but guests will not be able to vote or ask questions at the Meeting.

Unless otherwise stated, the information contained in this Circular is as of June 29, 2022 and all dollar amounts referenced herein are expressed in United States dollars.

GENERAL PROXY MATTERS

Solicitation of Proxies

Proxies may be solicited by mail, telephone, email, facsimile or other electronic means. Proxies may be solicited personally by directors or regular employees of the Corporation. The cost of solicitation of proxies will be paid by the Corporation.

Appointment of Proxyholders

Registered Shareholders

Jakob Ripshtein, Executive Chairman of the Corporation, or failing him, Jacob Cohen, Chief Executive Officer (“**CEO**”) of the Corporation, have agreed to act as the YourWay proxyholders. **You have the right to appoint someone other than the persons designated in the form of proxy to attend and act on your behalf at the Meeting by printing the name of the person you want in the blank space provided. This person does not need to be a Shareholder.**

Beneficial Shareholders

Although Beneficial Shareholders may not be recognized directly at the Meeting for the purpose of voting Shares registered in the name of their Intermediary, a Beneficial Shareholder may virtually attend the Meeting as a proxyholder for a Shareholder and vote Shares in that capacity. Beneficial Shareholders who wish to virtually attend the Meeting and indirectly vote their Shares as proxyholder for the registered Shareholder should contact their Intermediary well in advance of the Meeting to determine the steps necessary to permit them to indirectly vote their Shares as a proxyholder. In addition, Beneficial Shareholders who wish to vote at the Meeting are required to register themselves as proxyholder as described under the heading “*Appointment of a Third Party as Proxy*”.

Voting by Proxyholder

Registered Shareholders

On any ballot, your proxyholder must vote your Shares or withhold your vote according to your instructions and if you specify a choice on a matter, your Shares will be voted accordingly.

In respect of any matter for which a choice is not specified, the YourWay representatives named in the accompanying form of proxy will vote FOR such matter identified on the form of proxy.

The form of proxy confers discretionary authority upon the persons named therein with respect to amendments or variations to matters identified in the Notice and with respect to other matters which may properly come before the Meeting. At the time of the printing of this Circular, the management of YourWay knows of no such amendments, variations or other matters to come before the Meeting other than the matters referred to in the Notice. **However, if any other matters which at present are not known to the management of YourWay should properly come before the Meeting, the nominees named on the accompanying form of proxy intend to vote on such matters in accordance with the best judgment or as stated above.**

If you appoint someone other than the YourWay proxyholders to be your proxyholder, that person must virtually attend and vote at the Meeting for your vote to be counted.

Only Registered Shareholders and duly appointed proxyholders as of the close of business on the Record Date (as defined herein) will be entitled to vote at the Meeting and any adjournment or postponement thereof. Just as they would be at an in-person meeting, Registered Shareholders and duly appointed proxyholders will be able to virtually attend the Meeting, submit questions online and vote, all in real time, provided they comply with all of the requirements set out in this Circular. A Registered Shareholder or a Beneficial Shareholder who has appointed themselves or a third-party proxyholder to represent themselves at the Meeting, will appear on a list of Shareholders prepared by the Corporation's transfer agent, Olympia Trust Company ("**Olympia**"). To have their Shares voted at the Meeting, each Registered Shareholder or proxyholder will be required to enter their control number or other passcode prior to the start of the Meeting.

Beneficial Shareholders

Beneficial Shareholder who have not duly appointed themselves as proxyholders may virtually attend the Meeting as guests. Guests will be able to listen to the Meeting but will not be able to vote or ask questions at the Meeting. This is because Olympia does not have a record of Beneficial Shareholders and, as a result, will have no knowledge of shareholdings or entitlement to vote, unless the Beneficial Shareholder appoints itself as proxyholder.

If you are a Beneficial Shareholder and wish to vote at the Meeting, you must (i) appoint yourself as proxyholder by inserting your own name in the space provided for appointing a proxyholder on the voting instruction form sent to you and follow all of the applicable instructions, including the deadline, provided by the Intermediary; and (ii) register with Olympia. See "*Appointment of a Third-Party as Proxy*" below for additional information on how Beneficial Shareholders can appoint themselves as proxyholder.

In order to streamline the virtual Meeting process, the Corporation encourages Shareholders to vote in advance of the Meeting using the form of proxy or voting instruction form, as applicable, mailed to them. Shareholders wishing to virtually attend the Meeting may do so by calling 877-407-3088 (toll-free within North America) or 201-389-0927 (International) and instructions will be provided as to how Shareholders entitled to vote at the Meeting may participate and vote at the Meeting. If you virtually attend the Meeting, it is important that you remain connected to the conference line for the duration of the Meeting in order to vote when balloting commences. It is your responsibility to ensure that you remain connected. The Meeting will begin promptly at 1:00 p.m. (EST) on August 8, 2022, unless the Meeting is otherwise adjourned or postponed. You should allow ample time for the virtual log-in procedures prior to the start of the Meeting.

A summary of the information Shareholders will need to virtually attend the Meeting is provided below:

- **Registered Shareholders** must log-in prior to the start of the Meeting and provide the control number located on the form of proxy.
- **Duly appointed proxyholders** will obtain from Olympia a passcode after the proxy voting deadline has passed and the proxyholder has been duly appointed AND registered as described under the heading "*Appointment of a Third-Party as Proxy*".
- **Guests, including Beneficial Shareholders who have not duly appointed themselves as proxyholder** can listen to the Meeting, but will not be able to vote or ask questions.

Appointment of Third-Party as Proxy

Shareholders who wish to appoint themselves or a third-party proxyholder to represent them at the Meeting must submit their form of proxy or voting instruction form, as applicable, prior to registering the proxyholder. Registering the proxyholder is an additional step once the Shareholder has submitted its proxy or voting instruction form, as applicable. Failure to register the proxyholder will result in the proxyholder not being

able to participate in the Meeting. Requests for registration should be directed to the Corporation's transfer agent, Olympia Trust Company by mail at P.O. Box 128, STN M, Calgary, Alberta T2P 2H6, Attn: Proxy Dept. or by email at proxy@olympiatrust.com.

United States Beneficial Shareholders

To virtually attend and vote at the Meeting, you must first obtain a valid legal proxy from your Intermediary and then register in advance to virtually attend the Meeting. Follow the instructions from your Intermediary included with these materials or contact your Intermediary to request a legal proxy form. After first obtaining a valid legal proxy from your Intermediary, to then register to attend the Meeting, you must submit a copy of your valid legal proxy to Olympia. Requests for registration should be directed to the Corporation's transfer agent, Olympia by mail at P.O. Box 128, STN M, Calgary, Alberta T2P 2H6, Attn: Proxy Dept., or by email at proxy@olympiatrust.com.

Requests for registration must be labeled as "Legal Proxy" and be received no later than 1:00 p.m. (EST) on August 4, 2022. You will receive a confirmation of your registration by email after we receive your registration materials. You may virtually attend the Meeting and vote during the Meeting.

Changing Your Vote

Registered Shareholders

You can revoke your proxy by sending a new completed form of proxy with a later date, or a written note signed by you or by your attorney if he or she has your written authorization. You can also revoke your proxy in any manner permitted by law.

If you represent a Registered Shareholder that is a corporation, your written note must have the seal of the corporation, if applicable, and must be executed by an officer or an attorney, authorized in writing. The written authorization must accompany the revocation notice.

The Corporation must receive the written notice of revocation any time up to and including the last business day before the day of the Meeting or the day the Meeting is reconvened if it is postponed or adjourned. Please send the written notice to the Corporation's mailing address at: 885 West Georgia Street, Suite 2200, Vancouver, British Columbia V6C 3E8 Canada.

If a Registered Shareholder virtually attends the Meeting, they must notify the operator if they wish to revoke any previously submitted proxies. In such a case, the Registered Shareholder will be provided the opportunity to vote by ballot on the matters put forth at the Meeting.

Beneficial Shareholders

Only Registered Shareholders have the right to revoke a proxy. Beneficial Shareholders can change their vote by contacting their Intermediary right away so they have enough time before the Meeting to arrange to change the vote and, if necessary, revoke the proxy.

Advice to Registered Shareholders

A form of proxy will not be valid unless it is signed by the Registered Shareholder, or by the Registered Shareholder's attorney with proof that they are authorized to sign. If you represent a Registered Shareholder that is a corporation, your proxy should have the seal of the corporation, if applicable, and must be executed by an officer or an attorney, authorized in writing. If you execute a proxy as an attorney for an individual Registered Shareholder, or as an officer or attorney of a Registered Shareholder that is a corporation, you must include the original or notarized copy of the written authorization for the officer or attorney with your form of proxy.

If you are voting by proxy, send your completed form of proxy to Olympia by mail to P.O. Box 128, STN M, Calgary, Alberta T2P 2H6, Attn: Proxy Dept. or by fax at (403) 668-8307. You may also vote on the internet or by phone by following the instructions set out in the form of proxy. Olympia must receive your proxy by 1:00 p.m. (EST) on August 4, 2022, or no later than 48 hours before the time of any adjourned or postponed Meeting (excluding Saturdays, Sundays and holidays). **Late proxies may be accepted or rejected by the Chair of the Meeting in his or her discretion.**

Advice to Beneficial Shareholders

The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold Shares in their own name. Shareholders who do not

hold their Shares in their own name (referred to in this Circular as Beneficial Shareholders) should note that only proxies deposited by Shareholders whose names appear on the records of the Corporation as the registered holders of Shares can be recognized and acted upon at the Meeting. If Shares are listed in an account statement provided to a Shareholder by a broker, then, in almost all cases, those Shares will not be registered in the Shareholder's name on the records of the Corporation. Such Shares will more likely be registered under the name of the Beneficial Shareholder's Intermediary. In Canada, the vast majority of such Shares are registered under the name CDS & Co. (the registration name for CDS Clearing and Depository Services Inc., which acts as nominee for many Canadian brokerage firms). The Shares held by Intermediaries can only be voted (for or against resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, a broker and its agents are prohibited from voting shares for the broker's clients. Therefore, Beneficial Shareholders should ensure that instructions respecting the voting of their Shares are communicated to the appropriate person.

Applicable regulatory rules require Intermediaries to seek voting instructions in advance of shareholders' meetings. Every Intermediary has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Shares are voted at the Meeting. The purpose of the form of proxy or voting instruction form provided to a Beneficial Shareholder by its Intermediary is limited to instructing the registered holder of the Shares on how to vote such shares on behalf of the Beneficial Shareholder. The majority of Intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge Investor Communications Corporation ("**Broadridge**"). Broadridge typically supplies a voting instruction form, mails those forms to Beneficial Shareholders and asks those Beneficial Shareholders to return the forms to Broadridge or follow specific telephone or other voting procedures. Broadridge then tabulates the results of all instructions received by it and provides appropriate instructions respecting the voting of the Shares to be represented at the Meeting. **A Beneficial Shareholder receiving a voting instruction form from Broadridge cannot use that form to vote Shares directly at the Meeting. Instead, the voting instruction form must be returned to Broadridge or the alternate voting procedures must be completed well in advance of the Meeting in order to ensure such Shares are voted.**

The Corporation will not pay for an intermediary to deliver proxy related materials and voting instruction forms to objecting beneficial owners ("**OBOs**"). OBOs have objected to their Intermediary disclosing ownership information about themselves to the Corporation. Accordingly, OBOs will not receive the materials unless their Intermediary assumes the cost of delivery.

Although Beneficial Shareholders may not be recognized directly at the Meeting for the purpose of voting Shares registered in the name of their Intermediary, a Beneficial Shareholder may attend the Meeting as a proxyholder for a Shareholder and vote Shares in that capacity. Beneficial Shareholders who wish to virtually attend the Meeting and indirectly vote their Shares as proxyholder for the Registered Shareholder should contact their Intermediary well in advance of the Meeting to determine the steps necessary to permit them to indirectly vote their Shares as a proxyholder.

If you are a Beneficial Shareholder and wish to vote at the Meeting, you have to insert your own name in the blank space provided on the form of proxy or voting instruction form sent to you by your Intermediary, follow the applicable instructions provided by your Intermediary and register yourself as your proxyholder, as described above under the heading "*Appointment of a Third-Party as Proxy*".

Record Date and Shares Entitled to Vote

The board of directors of the Corporation (the "**Board**") has fixed the close of business on June 27, 2022 as the record date for the purposes of determining Shareholders entitled to receive notice of the Meeting and vote at the Meeting (the "**Record Date**").

Only Shareholders of record as of the Record Date, who either virtually attend the Meeting or complete and deliver a form of proxy in the manner and subject to the provisions described above, will be entitled to vote or to have their Shares voted at the Meeting.

Quorum and Approval

A quorum of Shareholders is required to transact business at the Meeting. A quorum is at least one person who is, or who represents by proxy, one or more Shareholders who, in the aggregate, hold at least 5% of the issued Shares entitled to be voted at the Meeting.

To be effective, an ordinary resolution must be approved by a simple majority (50% plus 1) of the votes cast on the resolution by Shareholders present virtually or represented by proxy and entitled to vote at the Meeting.

Notice-and-Access

The Corporation has elected to use the “notice-and-access” provisions provided for under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* to deliver the Meeting materials to Shareholders, including the Notice, this Circular and the Corporation’s audited consolidated financial statements for the financial years ended December 31, 2021 and 2020 (the “**Annual Financial Statements**”) and the management’s discussion and analysis (“**MD&A**”) for the three and twelve months ended December 31, 2021 (the “**Annual MD&A**”). This means that, rather than receiving paper copies of the Meeting materials in the mail, Shareholders as of the Record Date will have access to electronic copies of the Meeting materials on the Corporation’s website at <https://www.yourwaycannabis.com/> and under the Corporation’s profile on the System for Electronic Document Analysis and Retrieval (“**SEDAR**”) at www.sedar.com. The Meeting materials will remain on the Corporation’s website for a period of one year.

Shareholders will receive a package in the mail containing information explaining how to access and review the Meeting materials electronically and how to request a paper copy of such materials free of charge, and a proxy form or a voting instruction form so Shareholders can vote their Shares. In addition, the package will include a place to request copies of the Annual Financial Statements, the Annual MD&A and/or the Corporation’s interim financial statements and MD&A. The Corporation believes that notice-and-access will substantially reduce printing, paper and postage costs and is a more environmentally friendly and cost-effective way to distribute the Meeting materials to Shareholders.

Prior to the Meeting and for up to one year thereafter, those Shareholders who wish to receive paper copies of the Meeting materials may request them by calling 833-618-2741. If a request for paper copies is received before the Meeting, the Meeting materials will be sent to such Shareholders at no cost within three business days of the request. If a request for paper copies is received on or after the Meeting, and within one year of the Meeting materials being filed, the Meeting materials will be sent to such Shareholders within 10 calendar days after receiving the request. To receive paper copies of the Meeting materials in advance of the proxy deposit deadline, your request should be received no later than July 29, 2022.

Shares Outstanding and Principal Holders

The authorized share capital of the Corporation consists of an unlimited number of Common Shares without par value, each carrying the right to one vote and unlimited number of Proportionate Shares, each carrying the right to 1,000 votes.

The Proportionate Shares carry a greater number of votes per share relative to the Common Shares. The Proportionate Shares are therefore “restricted securities” within the meaning of such term under applicable Canadian securities laws.

Holders of Proportionate Shares will be entitled to notice of and to attend at any meeting of Shareholders. At each such meeting, holders of Proportionate Shares will be entitled to 1,000 votes in respect of each Proportionate Share held. No dividend will be declared or paid on the Proportionate Shares unless the Corporation simultaneously declares or pays, as applicable, equivalent dividends (on an as-converted to Common Share basis) on the Common Shares. Each Proportionate Share will be convertible, at the option of the holder thereof, at any time after the date of issuance, into fully paid and non-assessable Common Shares as is determined by multiplying the number of Proportionate Shares by the conversion ratio, which will initially be 1,000 Common Shares for each Proportionate Share (the “**Conversion Ratio**”). In addition, each Common Share will be convertible, at the option of the holder thereof, at any time, into fully paid and non-assessable Proportionate Shares as is determined by multiplying the number of Common Shares by the inverse of the Conversion Ratio.

The Corporation obtained an exemption from the securities regulatory authorities in Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland from certain provisions governing disclosure and other matters applicable to issuers with “restricted securities” outstanding, including National Instrument 41-101 – *General Prospectus Requirements* (“**NI 41-101**”) and Ontario Securities Commission Rule 56-501 – Restricted Shares. While

the Common Shares are technically “restricted securities” because the Proportionate Shares will have more voting rights, on a per share basis, than the Common Shares, the purpose of these rules is to govern situations where a class of shares has voting rights that are not proportionate with the economic rights of such class, which is not the case with the Proportionate Shares.

The Corporation is also exempt from the requirements of Section 12 of NI 41-101 on the basis that the Corporation received the requisite prior majority approval of shareholders of the Corporation, at the annual and special meeting of shareholders held on November 22, 2021, in accordance with applicable law, including Section 12.3 of NI 41-101, for the creation of the Proportionate Shares. The creation of the Proportionate Shares constituted a “restricted security reorganization” within the meaning of such term under applicable Canadian securities laws.

As of the Record Date, there were a total of 197,191,152 Common Shares and 75,563.798 Proportionate Shares issued and outstanding.

The Corporation has no other classes of voting securities.

To the knowledge of the directors and executive officers of the Corporation, as of the date of this Circular, no person or company owns, or controls or directs, directly or indirectly, 10% or more of the outstanding Common Shares, Proportionate Shares or voting rights attached to the Shares, other than as set out below:

| Shareholder Name | Number and Percentage of Common Shares ⁽¹⁾ | Number and Percentage of Proportionate Shares ⁽¹⁾ | Number of Shares and Percentage of Voting Rights ⁽¹⁾ |
|-----------------------|---|--|---|
| Jacob Cohen | Nil (Nil%) | 48,762.398 (65%) | 48,762,398 (17.9%) |
| Carl Saling | 2,013,000 (1%) | 26,801.4 (35%) | 28,814,400 (10.6%) |
| ISCHGL Management LLC | 31,527,600 (16%) | Nil | 31,527,600 (11.6%) |

Notes:

(1) All percentages are calculated on a non-diluted basis.

Interest of Certain Persons in Matters to be Acted Upon

No (a) director or executive officer of the Corporation who has held such position at any time since January 1, 2021; (b) Nominee (as defined herein); or (c) associate or affiliate of a person in (a) or (b) has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, other than the election of directors. See “*Particular of Matters to be Acted Upon – Election of Directors*”.

Interest of Informed Persons in Material Transactions

Other than as disclosed herein, the Corporation is not aware of any informed person or any Nominee, or any associate or affiliate of the foregoing, who has had a material interest, direct or indirect, in any transaction entered into since January 1, 2021 or any proposed transaction, which has materially affected or would materially affect the Corporation.

PARTICULARS OF MATTERS TO BE ACTED UPON

Presentation of Financial Statements

The audited consolidated financial statements of the Corporation as at and for the years ended December 31, 2021 and 2020 and the report of the auditor thereon will be tabled at the Meeting but no vote by the Shareholders with respect thereto is proposed to be taken. The Annual Financial Statements and Annual MD&A are available under the Corporation’s profile on SEDAR at www.sedar.com as well as on the Corporation’s website at <https://www.yourwaycannabis.com/>.

Election of Directors

The Board presently consists of six directors, being Jakob Ripshtein, Jacob Cohen, Eula Adams, Lily Dash, Kevin Harrington and Brett Mecum. The Board has nominated the following five directors of the Corporation, being Jakob Ripshtein, Jacob Cohen, Lily Dash, Kevin Harrington and Brett Mecum (collectively, the

“Nominees”), each of whom is a current director of the Corporation, to stand for election as directors at the Meeting. Each elected director will serve for a one-year term which will expire at the next annual general meeting of Shareholders or until their successors are elected or appointed, or if the elected director otherwise ceases to be a director in accordance with the Articles of the Corporation or the provisions of the *Business Corporations Act* (British Columbia) (the **“BCBCA”**). Each of the Nominees has confirmed his or her willingness to serve on the Board for the ensuing year and management of the Corporation does not contemplate that any of the Nominees will be unable to serve as a director.

The Board unanimously recommends that Shareholders vote in favour of the election of the five Nominees. Unless otherwise indicated, the persons designated as proxyholders in the accompanying form of proxy will vote the Shares represented by such form of proxy, properly executed, FOR the election of the five Nominees.

Advance Notice Provisions

Section 14.12 of the Corporation’s articles (the **“Articles”**) contains advance notice provisions for the nomination of directors (the **“Advance Notice Provisions”**). Under the Advance Notice Provisions, a director nomination must be made, in the case of an annual meeting of Shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of Shareholders, and in the case of a special meeting of Shareholders (which is not also an annual meeting of Shareholders) called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting of Shareholders was made. The Advance Notice Provisions also sets forth the information that a Shareholder must include in the notice to the Corporation. No director nominations have been made by Shareholders in connection with the Meeting under the terms of the Advance Notice Provisions, and as such the only nominations for directors at the Meeting are the Nominees set forth below.

The following provides information on the five Nominees including: (i) their province or state and country of residence; (ii) the period during which each has served as a director; (iii) their membership on committees of the Board; (iv) their present principal occupation, business or employment and in the last five years; and (v) their current equity ownership consisting of Common Shares, Proportionate Shares, stock options (**“Legacy Options”**) and common share purchase warrants (**“Warrants”**) beneficially owned, controlled or directed, directly or indirectly.

| Jakob Ripshtein | | | | |
|--|--|-----------------------------|-----------------------|-----------------|
| Ontario, Canada | Mr. Ripshtein served as the President of Aphria Inc. (“ Aphria ”), which was acquired by Tilray, Inc. (NASDAQ: TRLY), one of the largest cannabis companies in the world, and played an instrumental role in its growth throughout Canada, global product innovation and the integration of global supply networks. He joined Aphria after spending years as the Chief Financial Officer of Diageo North America Inc. (“ Diageo ”) (NYSE: DEO) and President of Diageo Canada, the multinational beverage giant behind such global brands as Johnnie Walker, Don Julio, Guinness, Baileys, Smirnoff and Captain Morgan. Prior to Diageo, Mr. Ripshtein held a variety of roles in finance, sales and strategy in various global companies and has been based in Canada, the U.S. and the U.K. Earlier in his career, Mr. Ripshtein oversaw business, sales and tax functions in the Canadian spirits, pharmaceutical and financial sectors. Mr. Ripshtein holds a Bachelor of Business Administration from York University, as well as a CPA and International Tax designation. Mr. Ripshtein is currently CEO of Perennial Brands Inc, a full life-cycle brand strategy organization. | | | |
| Director since: August 30, 2021 | | | | |
| Non Independent ⁽¹⁾ | | | | |
| Board Committees | | | | |
| Audit Committee | | | | |
| Compensation, Nominating and Governance Committee | | | | |
| Principal Occupation | | | | |
| Executive Chairman of YourWay since March 21, 2022 | | | | |
| CEO of Perennial Brands Inc. since July 2019 | | | | |
| Ownership | | | | |
| | Common Shares | Proportionate Shares | Legacy Options | Warrants |
| | Nil | Nil | 2,000,000 | Nil |

(1) Mr. Ripshtein is not independent on the basis that he is an executive officer of the Corporation.

| Jacob Cohen | | | | |
|---|---|-----------------------------|-----------------------|-----------------|
| Arizona, United States | Mr. Cohen is the founder of Venom Extracts, one of the industry's premier award-winning cannabis concentrate brands. Venom Extracts sales were consolidated with YourWay's sales starting after the closing in March 2020 and contributed approximately 95% of the Corporation's overall sales. Venom Extracts' product suite is a category leader in Arizona with over 4 million grams of cannabis sold in 2020, accounting for up to 30% of category sales state-wide (per BDS Analytics). Venom Extracts has strong brand recognition and distribution, with products in the vast majority of dispensaries in Arizona. | | | |
| Director since: October 11, 2021 | | | | |
| Non Independent ⁽¹⁾ | | | | |
| Board Committees | | | | |
| None | | | | |
| Principal Occupation | | | | |
| CEO of YourWay since October 2021 | | | | |
| CEO of Labtronix Inc. d.b.a Venom Extracts since 2017 | | | | |
| Ownership | | | | |
| | Common Shares | Proportionate Shares | Legacy Options | Warrants |
| | Nil | 48,762.398 | 1,000,000 | Nil |

(1) Mr. Cohen is not independent on the basis that he is an executive officer of the Corporation.

| Lily Dash | |
|-------------------------------------|---|
| St. Philip, Barbados | Ms. Dash is the Lead Director of the Corporation. Her background includes extensive governance, legal, transactional and emerging markets experience. Ms. Dash is a practicing lawyer, a dynamic entrepreneur with global experience, and a visionary technology and ESG founder. Ms. Dash's vast experience and perspective will support the Corporation's growth and expansion. Ms. Dash is a Chairwoman of the Board of Directors of Polymath Inc, Member of the Board of Directors of Earth Wallet, and Founder of Villabound Inc., Rexy Inc., and Co-Founder of WiFetch Inc. |
| Director since: October 11, 2021 | |
| Independent | |

| | | | |
|--|-----------------------------|-----------------------|-----------------|
| Board Committees | | | |
| Audit Committee (Chair) Compensation, Nominating and Governance Committee | | | |
| Principal Occupation | | | |
| Attorney-at-law, self-employed since 2014 CEO of Villabound Inc. since 2014 | | | |
| Ownership | | | |
| Common Shares | Proportionate Shares | Legacy Options | Warrants |
| Nil | Nil | 750,000 | Nil |

| | | | |
|---|---|-----------------------|-----------------|
| Kevin Harrington | | | |
| Florida, USA | Mr. Harrington is a veteran CEO, bestselling author and platform-building entrepreneur known to millions as one of the original "sharks" on the 4x Emmy-winning ABC series <i>Shark Tank</i> . His many landmark achievements include inventing the infomercial, pioneering the As Seen on TV brand, co-founding the Electronic Retailers Association (ERA), serving as a co-founding board member of the Entrepreneurs' Organization (EO) and creating HSN Direct as a joint venture with the Home Shopping Network. Twenty of his companies have each topped \$100 million in revenue, and his behind-the-scenes work has helped produce billions more in global sales. He's launched massively successful products like The Food Saver, Ginsu Knives, The Great Wok of China, The Flying Lure, and many more. He has worked with amazing celebrities like Billie Mays, Tony Little, Jack Lalanne, and George Foreman to name a few. Mr. Harrington then built on that success to help pioneer the As Seen on TV brand. | | |
| Director since: August 30, 2021 | In 2013 after divesting of the As Seen on TV brand, Mr. Harrington joined the Board of Directors of an emerging startup in the functional beverage space; Celsius Holdings Inc. (NASDAQ: CELH) (" Celsius "), which at the time had a share value of \$0.22 and a total market cap of less than \$10 million. During his tenure, Celsius's stock price experienced growth bringing it over \$60 per share and to a valuation of \$5 billion, and the organization grew into a leading brand in the functional and energy beverage categories. Mr. Harrington served on the Board of Directors of Celsius until August 19th, 2021. Today, Celsius is valued at greater than \$7.2 billion, and the share price is greater than \$94 per share. | | |
| Independent | | | |
| Board Committees | | | |
| Compensation, Nominating and Governance Committee (Chair) | | | |
| Principal Occupation | | | |
| Director of Harrington Business Development since 2002 | | | |
| Ownership | | | |
| Common Shares | Proportionate Shares | Legacy Options | Warrants |
| Nil | Nil | 4,000,000 | Nil |

| Brett Mecum | | | | |
|--|--|-----------------------------|-----------------------|-----------------|
| Arizona, USA | <p>Mr. Mecum is an innovative and seasoned government relations professional with a record of success at the federal, state, and local level throughout the country. He is known for an ability to build long term relationships, collaborate with stakeholders, and engage organizational grassroots to ensure legislative policy goals are met. He is an expert at understanding legislative processes, bill drafting, and budget appropriations at all levels of government, and is an experienced political operative and fundraiser with expertise running high energy and high-profile political campaigns, political action committees, and independent expenditure committees.</p> <p>Mr. Mecum is the CEO of a full-service government relations firm representing corporate, association, and non-profit sector clients in 12 state legislatures through policy development of short and long-term legislative objectives. He has managed 20+ programs that provide meaningful engagement for association members with lawmakers, successfully ended increased taxation schemes on Premium Cigars in Minnesota, Nebraska and New York; curbed new over-regulation of the premium cigar industry in Oklahoma and was the only lobbyist to successfully amend the Arizona Medical Marijuana Act with implementation of testing protocols and new regulatory enforcement of the industry by the Arizona Department of Health Services. Mr. Mecum is also regarded as a policy expert in the Blockchain and Cryptocurrency space and was the catalyst behind the state of Arizona creating its first Blockchain and Cryptocurrency task force.</p> | | | |
| Director since: October 11, 2021 | | | | |
| Independent | | | | |
| Board Committees | | | | |
| Audit Committee | | | | |
| Principal Occupation | | | | |
| President – Cadmus Public Affairs since February 2017 Deputy Chief of Staff – Arizona House of Representatives from December 2014 to January 2017 | | | | |
| Ownership | | | | |
| | Common Shares | Proportionate Shares | Legacy Options | Warrants |
| | 87,037 | Nil | 750,000 | Nil |

As at the Record Date, to the Corporation’s knowledge, the directors and the executive officers of the Corporation, as a group, beneficially owned, directly or indirectly, or exercised control over, a total of 87,037 Common Shares, representing approximately 0.04% of the issued and outstanding Common Shares on a non-diluted basis and a total of 48,762,398 Proportionate Shares, representing approximately 64.53% of the issued and outstanding Proportionate Shares on a non-diluted basis.

As at the Record Date, to the Corporation’s knowledge, the directors and the executive officers of the Corporation, as a group, beneficially owned, directly or indirectly, Shares representing approximately 17.9% of the voting rights attached to all of the outstanding Shares on a non-diluted basis.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

Other than the issuance by the British Columbia Securities Commission and the Ontario Securities Commission, on behalf of the applicable Canadian securities regulatory authorities, of a general “failure to file” cease trade order pursuant to National Policy 11-207 – *Failure to File Cease Trade Orders and Revocations in Multiple Jurisdictions* in respect of the securities of the Corporation as a result of the Corporation being unable to file its audited annual financial statements for the year ended December 31, 2021, the related management's discussion and analysis and CEO and CFO certifications issued in respect of the Corporation on May 9, 2022, no proposed director:

- (a) is, as of the date of this Circular, or has been, within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including the Corporation) that
 - (i) was subject to an order that was issued while the proposed director was acting in the capacity of director, chief executive officer or chief financial officer; or

- (ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity of director, chief executive officer or chief financial officer; or
- (b) is, at the date of this Circular, or has been within 10 years before the date of this Circular, a director or an executive officer of any company (including the Corporation) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (c) has within 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

No proposed director has been subject to any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a Canadian securities regulatory authority or been subject to any other penalties or sanctions imposed by a court, or regulatory body that would likely be considered important to a reasonable securityholder in deciding to vote for a proposed director.

Appointment and Remuneration of the Auditors

At the Meeting, Shareholders will be asked to approve the re-appointment of Macias Gini & O'Connell LLP, Chartered Professional Accountants ("**MGO**"), as the independent auditors of the Corporation to hold office until the close of the next annual meeting of Shareholders and to authorize the Board to fix their remuneration. MGO was first appointed as auditors of the Corporation on December 6, 2021, replacing the Corporation's former auditors Davidson & Company LLP ("**Davidson & Company**").

The Corporation's determination to change the auditor was not a result of any "reportable event" as such term is defined in National Instrument 51-102 – *Continuous Disclosure Obligations* ("**NI 51-102**"). The resignation of Davidson & Company and the appointment of MGO was considered and, upon recommendation of the Corporation's Audit Committee, approved by the Board. A copy of the reporting package in connection with a change in auditors, consisting of the Corporation's Notice of Change in Auditor and response letters from Davidson & Company, as the former auditor, and MGO, as the successor auditor, is attached hereto as Schedule "A".

The Board unanimously recommends that Shareholders vote in favour of the appointment of MGO. Unless otherwise indicated, the persons designated as proxyholders in the accompanying form of proxy will vote the Shares represented by such form of proxy, properly executed, FOR the appointment of MGO as the Corporation's independent auditors to hold office until the next annual meeting of Shareholders with remuneration to be approved by the Board.

Approval of LTIP Resolution

On March 24, 2022, the Board approved the Corporation's omnibus long term incentive plan (the "**LTIP**") that provides for the issuance of stock options ("**Options**"), restricted share units ("**RSUs**"), and performance share units ("**PSUs**") to officers, employees and other eligible service providers of the Corporation. A copy of the LTIP is attached as Schedule "B" to this Circular and available under the Corporation's profile on SEDAR at www.sedar.com.

The purpose of the LTIP is to (i) provide eligible participants with additional incentives; (ii) encourage stock ownership by such eligible participants; (iii) increase the proprietary interest of eligible participants in the success of the Corporation; (iv) promote growth and profitability of the Corporation; (v) encourage eligible participants to take into account long-term corporate performance; (vi) reward eligible participants for sustained contributions to the Corporation and/or significant performance achievements of the Corporation; and (vii) enhance the Corporation's ability to attract, retain and motivate eligible participants.

The aggregate number of Common Shares that may be issued pursuant to awards granted under the LTIP, together with all other security-based compensation arrangements of the Corporation, shall not exceed

10% of the total issued and outstanding Common Shares of the Corporation, including all issued and outstanding Common Shares and all issued and outstanding Proportionate Shares on an as-converted basis, from time to time. As at June 29, 2022, the Corporation had 197,191,152 Common Shares issued and outstanding (on a non-diluted and as-converted basis). Accordingly, the maximum number of Common Shares available for issuance pursuant to the LTIP is 19,719,115 being 10% of the aggregate number of issued and outstanding Common Shares and the number of issued and outstanding Proportionate Shares on an as-converted basis, less the number of awards outstanding under the Corporation's other security-based compensation arrangements.

As at June 29, 2022, up to 26,778,333 Common Shares may be issued pursuant to the Corporation's security-based compensation arrangements (or 9.8% of the aggregate number of Common Shares issued and outstanding and the number of Proportionate Shares issued and outstanding on an as-converted basis), leaving a maximum of 497,162 Common Shares available for issuance under the LTIP if the LTIP Resolution is approved at the Meeting. For a summary of additional material terms of the LTIP, see "*Securities Authorized for Issuance Under Equity Compensation Plans – LTIP*".

To permit the issuance of Common Shares upon redemption of the Options, RSUs and PSUs (collectively, the "**Awards**") that may be granted in the future, the Corporation must seek Shareholder approval at the Meeting for the LTIP, including all unallocated awards issuable thereunder. Accordingly, at the Meeting, Shareholders will be asked to consider and, if deemed advisable, to approve, an ordinary resolution in the form set out below (the "**LTIP Resolution**"), subject to such amendments, variations or additions as may be approved at the Meeting, approving the Corporation's LTIP and all unallocated awards issuable thereunder.

To be effective, the LTIP Resolution requires the affirmative vote of not less than a majority of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting. **The Board recommends that Shareholders vote FOR the LTIP Resolution. Shares represented by proxies in favour of the person designated on the form of proxy will be voted FOR the LTIP Resolution, unless a Shareholder has specified in the form of proxy that his, her or its Shares are to be voted against the LTIP Resolution.**

The text of the LTIP Resolution to be submitted to Shareholders at the Meeting is set forth below:

"NOW THEREFORE BE IT RESOLVED, THAT:

- (1) the long term incentive plan (the "**LTIP**") of YourWay Cannabis Brands Inc. (the "**Company**"), as more particularly described in the management information circular of the Company dated June 29, 2022 (the "**Circular**"), is hereby ratified, confirmed and approved and all unallocated Options, Restricted Share Units and Performance Share Units (as such terms are defined in the LTIP) or such other awards as may be permitted by the LTIP issuable thereunder are hereby authorized and approved; and
- (2) any one or more of the directors or officers of the Company is hereby authorized and directed, acting for, in the name of and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise, and to deliver or cause to be delivered, such other documents and instruments, and to do or cause to be done all such other acts and things, as may in the opinion of such director or officer of the Company be necessary or desirable to carry out the intent of the foregoing resolutions, the execution of any such document or the doing of any such other act or thing by any director or officer of the Company being conclusive evidence of such determination."

CORPORATE GOVERNANCE

Corporate governance relates to the activities of the Board, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Corporation.

National Policy 58-201 – *Corporate Governance Guidelines* establishes corporate governance guidelines which apply to all public companies (the "**Guidelines**"). National Instrument 58-101 – *Disclosure of Corporate Governance Practices* mandates disclosure of corporate governance practices which disclosure is set out below, in accordance with Form 58-101F2 – *Corporate Governance Disclosure (Venture Issuers)*.

Directors

A director is independent if he or she has no direct or indirect material relationship with the Corporation that the Board believes could reasonably be perceived to materially interfere with his or her ability to exercise independent judgment. Applicable securities laws set out certain situations where a director is deemed to have a material relationship with the Corporation.

Of the proposed Nominees for directors of the Corporation, Lily Dash, Kevin Harrington and Brett Mecum are considered to be independent under applicable securities laws. Jacob Cohen and Jakob Ripshtein are not considered to be independent under applicable securities laws as they serve as the CEO and the Executive Chairman of the Corporation respectively.

The majority of the Nominees are considered to be independent within the meaning of NI 52-110. The Board may form special committees, from time to time, comprised of only independent directors to address specific issues that arise. The Board has also implemented processes to facilitate the exercise of independent judgement in carrying out its responsibilities. Non-independent directors are asked to leave Board meetings when necessary to facilitate open and candid discussion among the independent directors and *in-camera* sessions of the independent directors may be held at the end of Board meetings. In addition, any item which could involve a potential conflict of interest among one or more directors is voted on by those directors that are not related to the conflict in question.

Other Directorships

Besides their positions on the Board, the directors also serve as directors of the following reporting issuer(s) or reporting issuer equivalent(s):

| Name of Director | Reporting Issuer(s) or Equivalent(s) |
|------------------|--|
| Jakob Ripshtein | CardovaCann Corp. (formerly LiveReel Media Corporation) (CSE, OTCQB) Humble & Fume Inc. (CSE) |
| Jacob Cohen | N/A |
| Eula Adams | Grow Generation Inc. (NASDAQ) |
| Lily Dash | N/A |
| Kevin Harrington | RDE Inc. (OTCQB) |
| Brett Mecum | N/A |

Ethical Conduct

The Board views good corporate governance as an integral component to the success of the Corporation and to meet responsibilities to Shareholders. As part of its responsibility for the stewardship of the Corporation, the Board seeks to foster a culture of ethical conduct by requiring the Corporation to carry out its business in line with high business and moral standards and applicable legal and financial requirements. The Board has adopted a written code of business conduct and ethics (the “**Code**”), which applies to all employees, contractors, consultants, officers and directors of the Corporation. The purpose of the Code is to, among other thing, promote honest and ethical conduct, promote the avoidance of conflicts of interest, promote full, fair and accurate timely and understandable disclosure in filings and public communications, promote compliance with applicable laws, rules and regulations, promote internal reporting of Code violations, provide guidance to employees, contractors, consultants, officers and directors of the Corporation to help them recognize and deal with ethical issues and help foster a culture of honesty, respect, positivity and accountability for the Corporation. A copy of the Code is available under the Corporation’s profile on SEDAR at www.sedar.com as well as on the Corporation’s website at <https://www.yourwaycannabis.com/>.

The Board has also adopted a written “Whistleblower Policy” which establishes procedures for: (i) the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, auditing matters or violations of the Code; and (ii) the submission by employees, contractors, consultants, directors or officers of the Corporation, on a confidential and anonymous basis, of concerns regarding questionable accounting, auditing matters or violations of the Code, any other policy, charter or mandate of the Corporation, or applicable laws, rules and regulations.

The Board has also adopted a Corporate Disclosure and Insider Trading Policy to ensure, among other things: (i) that the Corporation complies with timely disclosure obligations under securities laws and the regulations of the stock exchanges on which the Corporation's securities are listed; (ii) that the Corporation prevents the selective disclosure of "material information" (as defined in the policy); (iii) that all communications to the public are informative, timely, factual, balanced, accurate and broadly disseminated; (iv) that persons to whom the policy applies understand their obligations to preserve the confidentiality of "undisclosed material information"; (v) strict compliance by all Insiders (as defined in the policy) with all requirements relating to the reporting of insider trading and with respect to trading when in possession of undisclosed material information; and (vi) that individuals subject to scheduled and unscheduled blackout periods adhere to the restrictions on trading as set out in the policy.

In addition, the Board has adopted an Anti-Bribery and Anti-Corruption Policy to ensure that all interactions with government officials, business partners, third parties and community stakeholders are undertaken with integrity and in compliance with applicable anti-bribery and anti-corruption laws.

The Board has also found that the fiduciary duties placed on individual directors by governing corporate legislation and the common law, and the restrictions placed by the *Business Corporations Act* (British Columbia) (the "**BCBCA**") on an individual director's participation in decisions of the Board in which the director has an interest, have helped to ensure that the Board operates independently of management and in the best interests of the Corporation.

Under corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of a company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. In addition, if a director of a company also serves as a director or officer of another company engaged in similar business activities to the first company, that director must comply with the conflict of interest provisions of the BCBCA, as well as the relevant securities regulatory instruments, in order to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or officer has a material interest. Any interested director would be required to declare the nature and extent of his interest and would not be entitled to vote at meetings of directors that evoke such a conflict.

Orientation and Continuing Education

The Board recognizes the importance of ongoing director education and the need for each director to take personal responsibility for this process. The Corporation has not yet developed an official orientation or training program for new directors or a formal continuing education program for existing directors. Nevertheless, new directors will be provided, through discussions and meetings with other directors, officers and employees, with a thorough description of the Corporation's business, assets, operations and strategic plans and objectives. Board members are encouraged to communicate with management, legal counsel, auditors and consultants of the Corporation, to keep themselves current with industry trends and developments and changes in legislation with management's assistance, and to attend related industry seminars and visit the Corporation's operations. Board members will have full access to the Corporation's records. Orientation activities are tailored to the particular needs and experience of each director and the overall needs of the Board and requests for education are encouraged and dealt with on an ad hoc basis.

Compensation Committee

The Compensation, Nominating and Governance Committee (the "**Compensation Committee**") is appointed by the Board to assist in fulfilling its corporate governance responsibilities under applicable law, to promote a culture of integrity throughout the Corporation, to assist the Board in setting director and senior executive compensation and to develop and submit to the Board recommendations with respect to other employee benefits as they see fit. The Compensation Committee consists of three directors, being Kevin Harrington, who serves as the chairperson of the committee, Lily Dash and Jakob Ripshtein.

Nomination of Directors

The Compensation Committee considers the size of the Board each year when it considers the number of directors to recommend to the Board and to the Shareholders for election at the annual meeting of Shareholders, taking into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience. The Compensation Committee is responsible, among other things, for recommending candidates for nomination, appointment, election and re-election to the Board

and its committees, and for annually assessing Board performance. The Compensation Committee assesses potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors.

Compensation

The Compensation Committee has the responsibility of reviewing and recommending to the Board the compensation of the directors and the senior executive officers of the Corporation, including the CEO and CFO, and for reviewing the CEO's recommendations regarding compensation of the other senior executives of the Corporation. To determine compensation payable, the Compensation Committee reviews compensation paid to directors and chief executive officers of other companies of similar size and stage of development in similar industries and then determines the appropriate compensation reflecting the responsibilities and time and effort expended by each director and senior executive while taking into account the financial and other resources of the Corporation. In setting compensation, the Compensation Committee annually reviews the performance of the directors and senior executives of the Corporation in light of the Corporation's objectives and considers other factors that may have influenced achievement of the Corporation's objectives.

The Compensation Committee also periodically reviews any bonus plans and security-based compensation plans of the Corporation, including the Legacy Option Plan and the LTIP (if approved at the Meeting), and considers these security-based compensation plans in light of new trends and practices of peers in the same industry. It also has the responsibility of reviewing and recommending to the Board for approval any special employment contracts including employment offers, retiring allowance agreements or any agreement to take effect in the event of termination or change in control affecting any senior executives of the Corporation.

For further details regarding the compensation of directors, as well as details regarding the Corporation's compensation program, see "*Executive Compensation – Oversight and Description of Director and Named Executive Officer Compensation*" below.

Board Committees

The Board has no standing committees other than the Audit Committee and the Compensation Committee.

Assessments

On an ongoing annual basis, the Compensation Committee assesses the performance of the Board as a whole, each of the individual directors and each committee of the Board in order to satisfy itself that each is functioning effectively. The Compensation Committee also monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and its committees.

AUDIT COMMITTEE

National Instrument 52-110 – *Audit Committees* ("**NI 52-110**") mandates the provision of certain disclosure regarding the Audit Committee of a "venture issuer" (as that term is defined in NI 52-110) which disclosure is set out below, in accordance with Form 52-110F2 – *Disclosure by Venture Issuers*.

The Audit Committee's Charter

The purpose of the Audit Committee is to assist the Board in fulfilling its oversight responsibilities by reviewing the financial information, which will be provided to the Shareholders and the public, the systems of corporate controls, which management and the Board have established and overseeing the audit process. The Audit Committee has general responsibility to oversee internal controls, accounting and auditing activities and legal compliance of the Corporation.

A copy of the Audit Committee Charter is attached hereto as Schedule "C".

Composition of the Audit Committee

The Audit Committee is currently comprised of Lily Dash (Chair), Brett Mecum and Jakob Ripshtein. Ms. Dash and Mr. Mecum are independent members of the Audit Committee as defined under NI 52-110. Mr. Ripshtein is not independent on the basis that he is the Executive Chairman of the Corporation. All members

of the Audit Committee are considered to be financially literate. See “*Particulars of Matters to be Acted Upon – Election of Directors*” above for a biography of each member of the Audit Committee.

Relevant Education and Experience

Each member of the Audit Committee that is relevant to the performance of his responsibilities as an Audit Committee member and, in particular, any education or experience that would provide the member with:

- (a) an understanding of the accounting principles used by YourWay to prepare its financial statements;
- (b) the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves;
- (c) experience preparing, auditing, analysing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Corporation’s financial statements, or experience actively supervising one or more individuals engaged in such activities; and
- (d) an understanding of internal controls and procedures for financial reporting.

A general description of the education and experience of each Audit Committee member which is relevant to the performance of their responsibilities as an Audit Committee member is contained in their respective biographies set out under the heading “*Particulars of Matters to be Acted Upon – Election of Directors*” above.

Audit Committee Oversight

At no time since the commencement of the Corporation’s most recently completed financial year have any recommendations by the Audit Committee respecting the appointment and/or compensation of YourWay’s external auditors not been adopted by the Board.

Reliance on Certain Exemptions

At no time since the commencement of the Corporation’s most recently completed financial year has the Corporation relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), or an exemption from NI 52-110, in whole or in part, granted under Part 8 (*Exemptions*) of NI 52-110.

Exemption for Venture Issuers

The Corporation is relying on the exemption in section 6.1 of NI 52-110 regarding the requirements of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services by the Corporation’s external auditor as set out in the Audit Committee Charter.

External Auditor Service Fees (By Category)

MGO is the current auditor of the Corporation. Davidson & Company LLP was the auditor of the Corporation for the year ended December 31, 2020. A Notice of Change of Auditor dated December 17, 2021 was filed under the Corporation’s profile on SEDAR pursuant to Section 4.11 of NI 51-102. The Audit Committee has reviewed the nature and amount of the non-audit services provided to the Corporation to ensure auditor independence. The following table sets out, by category, the aggregate fees billed by MGO, the Corporation’s current external auditor, and Davidson & Company LLP, the Corporation’s previous external auditors, for the financial years ended December 31, 2021 and December 31, 2020.

| Fee Category | Fees Billed | |
|-----------------------------------|--|--|
| | Financial Year ended December 31, 2021 | Financial Year ended December 31, 2020 |
| Audit Fees ⁽¹⁾ | \$302,418 | \$200,000 |
| Audit-Related Fees ⁽²⁾ | Nil | Nil |
| Tax Fees ⁽³⁾ | Nil | Nil |
| All Other Fees ⁽⁴⁾ | Nil | Nil |
| TOTAL | \$302,418 | \$200,000 |

Notes:

- (1) "Audit Fees" include fees necessary to perform the annual audit of the Corporation's financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.
- (2) "Audit-Related Fees" include the fees for assurance and related services by the Corporation's external auditor that are reasonably related to the performance of the audit or review of the Corporation's financial statements and are not reported under "Audit Fees" above.
- (3) "Tax Fees" include the fees for professional services rendered to the Corporation's external auditor for tax compliance, tax advice and tax planning.
- (4) "All Other Fees" include the fees billed in each of the last two financial years for products and services provided by the Corporation's external auditor, other than "Audit Fees", "Audit-Related Fees" and "Tax Fees" above.

EXECUTIVE COMPENSATION

The following information is presented in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers* ("**Form 51-102F6V**") and provides details of all compensation for each of the named executive officers or "**NEOs**", as defined in Form 51-102F6V, and directors of the Corporation for the financial year ended December 31, 2021. All dollar amounts referenced herein, unless otherwise indicated, are expressed in United States dollars.

During the financial year ended December 31, 2021, the Corporation had seven NEOs: Carl Saling, the former CEO of the Corporation, Geoffrey Balderson, the former Chief Financial Officer ("**CFO**") and Corporate Secretary of the Corporation, Alexander Somjen, the former President of the Corporation, Amasa Lacy, the former Vice President of Production of the Corporation, Jacob Cohen, the current CEO and Chief Operating Officer ("**COO**") of the Corporation, Eula Adams, the former Interim CFO of the Corporation and Chris Lund, the Chief Commercial Officer ("**CCO**") of the Corporation.

Director and Named Executive Officer Compensation – Excluding Compensation Securities

The following table sets out all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Corporation to each current and former NEO and director, in any capacity, for the financial years ended December 31, 2021 and 2020.

| Name and Position | Year | Salary, Consulting Fee, Retainer or Commission (\$) | Bonus (\$) | Committee or Meeting Fees (\$) | Value of Perquisites (\$) | Value of all Other Compensation (\$) | Total Compensation (\$) |
|---|------|---|------------|--------------------------------|---------------------------|--------------------------------------|-------------------------|
| Jakob Ripshtein ⁽¹⁾ Executive Chairman and Director | 2021 | Nil | Nil | Nil | Nil | Nil | Nil |
| | 2020 | Nil | Nil | Nil | Nil | Nil | Nil |
| Jacob Cohen ⁽²⁾ Director, CEO and COO | 2021 | 195,611 | 19,561 | Nil | Nil | Nil | 215,172 |
| | 2020 | 150,000 | Nil | Nil | Nil | Nil | 150,000 |
| Eula Adams ⁽³⁾ Director and Former Interim CFO | 2021 | 38,462 | 3,846 | Nil | Nil | Nil | 42,308 |
| | 2020 | Nil | Nil | Nil | Nil | Nil | Nil |
| Lily Dash ⁽⁴⁾ Director | 2021 | Nil | Nil | Nil | Nil | Nil | Nil |
| | 2020 | Nil | Nil | Nil | Nil | Nil | Nil |
| Kevin ⁽⁵⁾ Harrington Director | 2021 | 20,000 | Nil | Nil | Nil | Nil | 20,000 |
| | 2020 | Nil | Nil | Nil | Nil | Nil | Nil |
| Brett Mecum ⁽⁶⁾ Director | 2021 | Nil | Nil | Nil | Nil | Nil | Nil |
| | 2020 | Nil | Nil | Nil | Nil | Nil | Nil |
| Carl Saling ⁽⁷⁾ Former CEO and Director | 2021 | 292,818 | Nil | Nil | Nil | Nil | 265,689 |
| | 2020 | 125,000 | Nil | Nil | Nil | Nil | 125,000 |
| Geoffrey Balderson ⁽⁸⁾ Former CFO and Corporate Secretary | 2021 | 19,943 | Nil | Nil | Nil | Nil | 19,943 |
| | 2020 | 23,025 | Nil | Nil | Nil | Nil | 23,025 |
| Alexander Somjen ⁽⁹⁾ Former President | 2021 | 138,604 | Nil | Nil | Nil | Nil | 138,604 |
| | 2020 | 80,856 | Nil | Nil | Nil | Nil | 80,856 |
| Amasa Lacy ⁽¹⁰⁾ Former Vice President of Production and Director | 2021 | 202,638 | Nil | Nil | Nil | Nil | 202,638 |
| | 2020 | 125,000 | Nil | Nil | Nil | Nil | 125,000 |
| Patrick C.T. Morris ⁽¹¹⁾ Former Director | 2021 | Nil | Nil | Nil | Nil | Nil | Nil |
| | 2020 | Nil | Nil | Nil | Nil | Nil | Nil |
| Anthony Zelen ⁽¹²⁾ Former Director | 2021 | Nil | Nil | Nil | Nil | Nil | Nil |
| | 2020 | Nil | Nil | Nil | Nil | Nil | Nil |

Notes:

- (1) Mr. Ripshtein was appointed as a director of the Corporation on August 30, 2021 and as the Executive Chairman of the Corporation on March 21, 2022.
- (2) Mr. Cohen was appointed as the COO of the Corporation on November 18, 2020. Mr. Cohen was appointed as CEO of the Corporation on October 11, 2021.
- (3) Mr. Adams was appointed as the Interim CFO on October 11, 2021 and a director of the Corporation on November 22, 2021. Mr.

Adams resigned from his position as the Interim CFO of the Corporation on April 4, 2022. Mr. Adams is not standing for re-election as a director at the Meeting.

- (4) Ms. Dash was appointed as a director of the Corporation on October 11, 2021.
- (5) Mr. Harrington was appointed as a director of the Corporation on August 30, 2021.
- (6) Mr. Mecum was appointed as a director of the Corporation on October 11, 2021.
- (7) Mr. Saling resigned from his position as CEO and director of the Corporation on October 11, 2021. Mr. Saling remains engaged as a consultant of the Corporation as an advisor to the Board.
- (8) Mr. Balderson resigned from his position as CFO and Corporate Secretary of the Corporation on October 11, 2021.
- (9) Mr. Somjen resigned from his position as President of the Corporation on October 11, 2021.
- (10) Ms. Lacy resigned from her position as Vice President of Production and director of the Corporation on October 11, 2021. Ms. Lacy remains engaged as a consultant of the Corporation as an advisor to the Board.
- (11) Mr. Morris resigned from his position as a director of the Corporation on August 30, 2021.
- (12) Mr. Zelen resigned from his position as a director of the Corporation on October 11, 2021.

Legacy Options and Other Compensation Securities

The following table sets out all compensation securities granted or issued to each NEO and director by the Corporation for services provided or to be provided, directly or indirectly, to the Corporation during the financial year ended December 31, 2021.

| Name and Position | Type of Compensation Security | Number of Compensation Securities, Number of Underlying Securities, and Percentage of Class ⁽¹⁾ | Date of Issue or Grant | Issue, Conversion, or Exercise price (\$) | Closing Price of Security or Underlying Security on Date of Grant (\$) | Closing Price of Security or Underlying Security at Year End (\$) ⁽²⁾ | Expiry Date |
|--|-----------------------------------|--|------------------------|---|--|--|------------------|
| Jakob Ripshtein ⁽³⁾⁽⁴⁾ Executive Chairman and Director | Legacy Options ⁽⁵⁾⁽⁶⁾ | 2,000,000 1.02% | August 30, 2021 | CAD\$0.270 | CAD\$0.270 | CAD\$0.165 | August 30, 2026 |
| Jacob Cohen ⁽⁷⁾⁽⁸⁾ Director, CEO and COO | Nil | Nil | Nil | Nil | Nil | Nil | Nil |
| Eula Adams ⁽⁹⁾⁽¹⁰⁾ Director and Former Interim CFO | Legacy Options ⁽⁵⁾⁽⁶⁾ | 1,750,000 0.89% | October 11, 2021 | CAD\$0.220 | CAD\$0.220 | CAD\$0.165 | October 11, 2026 |
| Lily Dash ⁽¹¹⁾⁽¹²⁾ Director | Legacy Options ⁽⁵⁾⁽⁶⁾ | 750,000 0.38% | October 11, 2021 | CAD\$0.220 | CAD\$0.220 | CAD\$0.165 | October 11, 2026 |
| Kevin Harrington ⁽¹³⁾ ⁽¹⁴⁾ Director | Legacy Options ⁽⁵⁾⁽¹⁵⁾ | 4,000,000 2.03% | August 30, 2021 | CAD\$0.270 | CAD\$0.270 | CAD\$0.165 | August 30, 2026 |
| Brett Mecum ⁽¹⁶⁾⁽¹⁷⁾ Director | Legacy Options ⁽⁵⁾⁽⁶⁾ | 750,000 0.38% | October 11, 2021 | CAD\$0.220 | CAD\$0.220 | CAD\$0.165 | October 11, 2026 |
| Chris Lund ⁽¹⁸⁾⁽¹⁹⁾ CCO | Legacy Options ⁽⁵⁾⁽⁶⁾ | 1,000,000 0.51% | October 11, 2021 | CAD\$0.220 | CAD\$0.220 | CAD\$0.165 | October 11, 2026 |
| Carl Saling ⁽²⁰⁾⁽²¹⁾ Former CEO and Director | Legacy Options ⁽⁵⁾⁽⁶⁾ | 500,000 0.25% | May 31, 2021 | CAD\$0.400 | CAD\$0.275 | CAD\$0.165 | May 31, 2026 |
| Geoffrey Balderson ⁽²²⁾ ⁽²³⁾ Former CFO and Corporate Secretary | Nil | Nil | Nil | Nil | Nil | Nil | Nil |

| Name and Position | Type of Compensation Security | Number of Compensation Securities, Number of Underlying Securities, and Percentage of Class ⁽¹⁾ | Date of Issue or Grant | Issue, Conversion, or Exercise price (\$) | Closing Price of Security or Underlying Security on Date of Grant (\$) | Closing Price of Security or Underlying Security at Year End (\$) ⁽²⁾ | Expiry Date |
|---|-----------------------------------|--|------------------------|---|--|--|-------------------|
| Alexander Somjen ⁽²⁴⁾⁽²⁵⁾ Former President | Legacy Options ^{(5) (6)} | 1,000,000 0.51% | May 31, 2021 | CAD\$0.400 | CAD\$0.275 | CAD\$0.165 | December 31, 2022 |
| Amasa Lacy ⁽²⁶⁾⁽²⁷⁾ Former Vice President of Production and Director | Legacy Options ^{(5) (6)} | 500,000 0.25% | May 31, 2021 | CAD\$0.400 | CAD\$0.275 | CAD\$0.165 | May 31, 2026 |
| Patrick C. T. Morris ⁽²⁸⁾⁽²⁹⁾ Former Director | Nil | Nil | Nil | Nil | Nil | Nil | Nil |
| Anthony Zelen ⁽³⁰⁾⁽³¹⁾ Former Director | Nil | Nil | Nil | Nil | Nil | Nil | Nil |

Notes:

- (1) Percentage of class represents % of compensation securities granted over the total number of the class of underlying securities of the Corporation outstanding as of December 31, 2021.
- (2) Closing price of the Common Shares on the CSE as at December 31, 2021, the last trading date of 2021, being CAD\$0.165.
- (3) As at December 31, 2021, Mr. Ripshtein held 2,000,000 Legacy Options.
- (4) Mr. Ripshtein was appointed as a director of the Corporation on August 30, 2021 and as the Executive Chairman of the Corporation on March 21, 2022.
- (5) Each Legacy Option entitles the holder to acquire one Common Share upon exercise.
- (6) The Options will vest 25% annually from the date of grant.
- (7) As at December 31, 2021, Mr. Cohen held 1,000,000 Legacy Options.
- (8) Mr. Cohen was appointed as the COO of the Corporation on November 18, 2020. Mr. Cohen was appointed as CEO of the Corporation on October 11, 2021.
- (9) As at December 31, 2021, Mr. Adams held 1,750,000 Legacy Options.
- (10) Mr. Adams was appointed as Interim CFO of the Corporation on October 11, 2021. Mr. Adams resigned from his position as Interim CFO of the Corporation on April 4, 2022. Mr. Adams is not standing for re-election as a director at the Meeting.
- (11) As at December 31, 2021, Ms. Dash held a total of 750,000 Legacy Options.
- (12) Ms. Dash was appointed as a director of the Corporation on October 11, 2021.
- (13) As at December 31, 2021, Mr. Harrington held a total of 4,000,000 Legacy Options.
- (14) Mr. Harrington was appointed as a director of the Corporation on August 30, 2021.
- (15) The Options will vest as follows: 25% on August 30, 2021, 25% on August 30, 2022, 25% on August 30, 2023 and 25% on August 30, 2024.
- (16) As at December 31, 2021, Mr. Mecum held a total of 750,000 Legacy Options.
- (17) Mr. Mecum was appointed as a director of the Corporation on October 11, 2021.
- (18) As at December 31, 2021, Mr. Lund held a total of 1,000,000 Legacy Options.
- (19) Mr. Lund was appointed as the CCO of the Corporation on October 11, 2021.
- (20) As at December 31, 2021, Mr. Saling held a total of 3,500,000 Legacy Options.
- (21) Mr. Saling resigned from his position as CEO and director of the Corporation on October 11, 2021. Mr. Saling remains engaged as a consultant of the Corporation as an advisor to the Board.
- (22) As at December 31, 2021, Mr. Balderson did not hold any Legacy Options.
- (23) Mr. Balderson resigned from his position as CFO and Corporate Secretary of the Corporation on October 11, 2021.
- (24) As at December 31, 2021, Mr. Somjen held a total of 2,333,333 Legacy Options.
- (25) Mr. Somjen resigned from his position as President of the Corporation on October 11, 2021.
- (26) As at December 31, 2021, Ms. Lacy held a total of 3,000,000 Legacy Options.
- (27) Ms. Lacy resigned from her position as Vice President of Production and director of the Corporation on October 11, 2021. Ms. Lacy remains engaged as a consultant of the Corporation as an advisor to the Board.
- (28) As at December 31, 2021, Mr. Morris did not hold any Legacy Options.
- (29) Mr. Morris resigned from his position as a director of the Corporation on August 30, 2021.
- (30) As at December 31, 2021, Mr. Zelen did not hold any Legacy Options.
- (31) Mr. Zelen resigned from his position as a director of the Corporation on October 11, 2021.

The following table sets out all compensation securities exercised or vested by each NEO and director during the financial year ended December 31, 2021.

| Name and Position | Type of Compensation Security | Number of Underlying Securities Exercised / Vested | Exercise Price per Security (\$) | Date of Exercise/ Vesting | Closing Price of Security or Underlying Security on Date of Exercise/ Vesting ⁽¹⁾ (\$) | Difference between Exercise Price and Closing Price on Date of Exercise/ Vesting (\$) | Total Value on Exercise/ Vesting Date (\$) |
|---|-------------------------------|--|----------------------------------|---------------------------|---|---|--|
| Jakob Ripshtein ⁽²⁾ Executive Chairman and Director | Legacy Options | Nil | Nil | Nil | Nil | Nil | Nil |
| Jacob Cohen ⁽³⁾ Director, CEO and COO | Legacy Options | Nil | Nil | Nil | Nil | Nil | Nil |
| Eula Adams ⁽⁴⁾ Director and Former Interim CFO | Legacy Options | Nil | Nil | Nil | Nil | Nil | Nil |
| Lily Dash ⁽⁵⁾ Director | Legacy Options | Nil | Nil | Nil | Nil | Nil | Nil |
| Kevin Harrington ⁽⁶⁾ Director | Legacy Options | 1,000,000 | CAD\$0.220 | August 30, 2021 | CAD\$0.270 | CAD\$0.050 | CAD\$50,000 |
| Brett Mecum ⁽⁷⁾ Director | Legacy Options | Nil | Nil | Nil | Nil | Nil | Nil |
| Chris Lund ⁽⁸⁾ CCO | Legacy Options | Nil | Nil | Nil | Nil | Nil | Nil |
| Carl Saling ⁽⁹⁾ Former CEO and Director | Legacy Options | 125,000 | CAD\$0.400 | August 31, 2021 | CAD\$0.260 | CAD\$0.140 | CAD\$17,500 |
| | Legacy Options | 375,000 | CAD\$0.400 | October 11, 2021 | CAD\$0.220 | CAD\$0.180 | CAD\$67,500 |
| Geoffrey Balderson ⁽¹⁰⁾ Former CFO and Corporate Secretary | Legacy Options | 166,667 | CAD\$0.105 | February 11, 2021 | CAD\$0.465 | CAD\$0.360 | CAD\$60,000 |
| Alexander Somjen ⁽¹¹⁾ Former President | Legacy Options | 250,000 | CAD\$0.400 | August 31, 2021 | CAD\$0.260 | CAD\$0.140 | CAD\$35,000 |
| | Legacy Options | 250,000 | CAD\$0.400 | November 30, 2021 | CAD\$0.200 | CAD\$0.200 | CAD\$50,000 |
| Amasa Lacy ⁽¹²⁾ Former Vice President of Production and Director | Legacy Options | 125,000 | CAD\$0.400 | August 31, 2021 | CAD\$0.260 | CAD\$0.140 | CAD\$17,500 |
| | Legacy Options | 375,000 | CAD\$0.400 | October 11, 2021 | CAD\$0.220 | CAD\$.180 | CAD\$67,500 |
| Patrick C. T. Morris ⁽¹³⁾ | Legacy Options | 100,000 | CAD\$0.135 | January 14, 2021 | CAD\$0.430 | CAD\$0.295 | CAD\$29,500 |

| Name and Position | Type of Compensation Security | Number of Underlying Securities Exercised / Vested | Exercise Price per Security (\$) | Date of Exercise/ Vesting | Closing Price of Security or Underlying Security on Date of Exercise/ Vesting ⁽¹⁾ (\$) | Difference between Exercise Price and Closing Price on Date of Exercise/ Vesting (\$) | Total Value on Exercise/ Vesting Date (\$) |
|---|-------------------------------|--|----------------------------------|---------------------------|---|---|--|
| Former Director | Legacy Options | 100,000 | CAD\$0.135 | January 18, 2021 | CAD\$0.445 | CAD\$0.310 | CAD\$31,000 |
| | Legacy Options | 133,333 | CAD\$0.135 | March 19, 2021 | CAD\$0.360 | CAD\$0.225 | CAD\$30,000 |
| Anthony Zelen ⁽¹⁴⁾ Former Director | Legacy Options | 333,333 | CAD\$0.105 | October 11, 2021 | CAD\$0.220 | CAD\$0.115 | CAD\$38,333 |
| | Legacy Options | 100,000 | CAD\$0.125 | October 11, 2021 | CAD\$0.220 | CAD\$0.095 | CAD\$9,500 |

Notes:

- (1) Reflects the closing price of the Common Shares on the CSE on the date of exercise or vesting, as applicable.
- (2) Mr. Ripshtein was appointed as a director of the Corporation on August 30, 2021 and as the Executive Chairman of the Corporation on March 21, 2022.
- (3) Mr. Cohen was appointed as the COO of the Corporation on November 18, 2020. Mr. Cohen was appointed as CEO of the Corporation on October 11, 2021.
- (4) Mr. Adams was appointed as Interim CFO of the Corporation on October 11, 2021. Mr. Adams resigned from his position as Interim CFO of the Corporation on April 4, 2022. Mr. Adams is not standing for re-election as a director at the Meeting.
- (5) Ms. Dash was appointed as a director of the Corporation on October 11, 2021.
- (6) Mr. Harrington was appointed as a director of the Corporation on August 30, 2021.
- (7) Mr. Mecum was appointed as a director of the Corporation on October 11, 2021.
- (8) Mr. Lund was appointed as the CCO of the Corporation on October 11, 2021.
- (9) Mr. Saling resigned from his position as CEO and director of the Corporation on October 11, 2021. Mr. Saling remains engaged as a consultant of the Corporation as an advisor to the Board.
- (10) Mr. Balderson resigned from his position as CFO and Corporate Secretary of the Corporation on October 11, 2021.
- (11) Mr. Somjen resigned from his position as President of the Corporation on October 11, 2021.
- (12) Ms. Lacy resigned from her position as Vice President of Production and director of the Corporation on October 11, 2021. Ms. Lacy remains engaged as a consultant of the Corporation as an advisor to the Board.
- (13) Mr. Morris resigned from his position as a director of the Corporation on August 30, 2021.
- (14) Mr. Zelen resigned from his position as a director of the Corporation on October 11, 2021.

Legacy Option Plans and Other Incentive Plans

Legacy Option Plan

The Board adopted a 10% rolling stock option plan dated November 19, 2019 (the “**Legacy Option Plan**”). The purpose of the Legacy Option Plan was to provide the Corporation with a share related mechanism to enable the Corporation to attract, retain and motivate qualified directors, officers, employees and other service providers, to reward directors, officers, employees and other service providers for their contribution toward the long-term goals of the Corporation and to enable and encourage such individuals to acquire shares of the Corporations as long-term investments.

See “*Securities Authorized For Issuance Under Equity Compensation Plans – Legacy Option Plan*” for a brief description of the terms of the Legacy Option Plan

Employment, Consulting and Management Agreements

The material terms of each agreement under which compensation was provided during the financial year ended December 31, 2021 or is payable in respect of services provided to the Corporation by each NEO or director, is set out below.

Carl Saling, Former CEO and Director

Mr. Saling was appointed as the CEO of the Corporation on November 8, 2019.

On November 8, 2019, the Corporation entered into an employment agreement with Mr. Saling, as

amended on January 28, 2021, whereby Mr. Saling was appointed as the CEO of the Corporation (the “**Original Saling Employment Agreement**”). The Original Saling Employment Agreement provided for an initial three-year term with an annual base salary of \$125,000 in 2020, \$150,000 in 2021 and \$200,000 in 2022. Pursuant to the Original Saling Employment Agreement, Mr. Saling was eligible for a bonus to be determined by the Board and was eligible to participate in the Legacy Option Plan. Mr. Saling was also eligible for ten-months’ severance in the event of termination without cause. As at December 31, 2020, the estimated incremental payment that would have been triggered by these severance payments was equal to \$104,166.66.

On August 20, 2021, the Corporation entered into a new employment agreement with Mr. Saling for his role as CEO of the Corporation (the “**New Saling Employment Agreement**”). The term of the New Saling Employment Agreement commenced on August 20, 2021 and will continue unless terminated in accordance with the terms of the New Saling Employment Agreement. Pursuant to the New Saling Employment Agreement, Mr. Saling is eligible for an annual base salary of \$200,000 in 2021, \$250,000 in 2022, \$300,000 for 2023, \$325,000 in 2024 and \$350,000 in 2025. Mr. Saling is also eligible for a bonus to be determined at the discretion of the Corporation and is eligible to participate in the Legacy Option Plan. Pursuant to the New Saling Employment Agreement, if the Corporation elects to pay severance pay in lieu of any notice period required on termination, the amount of the severance payment will be equal to Mr. Saling’s then-current base salary for the covered period and if either (i) the Corporation or (ii) Mr. Saling, terminates the agreement upon or within 90 days after a change of control, the Corporation will pay Mr. Saling an amount equal to two years of the base salary in effect at the time of the change of control.

Mr. Saling resigned from his position as CEO of the Corporation on October 11, 2021.

Amasa Lacy, Former Vice President of Production and Director

Ms. Lacy was appointed as the Vice President of Production of the Corporation on November 8, 2019.

On November 8, 2019, the Corporation entered into an employment agreement with Ms. Lacy, as amended on January 28, 2021, whereby Ms. Lacy was appointed as the Vice President of Production of the of the Corporation (the “**Original Lacy Employment Agreement**”). The Original Lacy Employee Agreement provided for an initial three-year term with an annual base salary of \$125,000 in 2020, \$137,500 in 2021 and \$151,250 in 2022. Pursuant to the Original Lacy Employment Agreement, Ms. Lacy was eligible for a bonus to be determined by the Board and was eligible to participate in the Legacy Option Plan. Ms. Lacy was also eligible for one-month severance in the event of termination without cause or upon a change of control. As at December 31, 2020, the estimated incremental payment that would have been triggered by these severance payments was equal to \$10,416.66.

On August 20, 2021, the Corporation entered into a new employment agreement with Ms. Lacy for her role as Vice President of Production of the Corporation (the “**New Lacy Employment Agreement**”). The term of the New Lacy Employment Agreement commenced on August 20, 2021 and will continue unless terminated in accordance with the terms of the New Lacy Employment Agreement. Pursuant to the New Lacy Employment Agreement, Ms. Lacy is eligible for an annual base salary of \$137,500 in 2021, \$151,250 in 2022, \$165,000 in 2023, \$175,000 in 2024 and \$185,000 in 2025. Ms. Lacy is also eligible for a bonus to be determined at the discretion of the Corporation and is eligible to participate in the Legacy Option Plan. Pursuant to the New Lacy Employment Agreement, if the Corporation elects to pay severance pay in lieu of any notice period required on termination, the amount of the severance payment will be equal to Ms. Lacy’s then-current base salary for the covered period and if either (i) the Corporation or (ii) Ms. Lacy, terminates the agreement upon or within 90 days after a change of control, the Corporation will pay Ms. Lacy an amount equal to two years of the base salary in effect at the time of the change of control.

Ms. Lacy resigned from her position as Vice President of Production of the Corporation effective October 11, 2021.

Alexander Somjen, Former President

On November 29, 2019, the Corporation entered into a consulting agreement with 1971736 Ontario Corp. (the “**Consultant**”), as amended on January 28, 2021 (the “**Somjen Consulting Agreement**”), whereby the Consultant agreed to provide services to the Corporation in the capacity of President of the Corporation.

The Somjen Consulting Agreement will continue on a month-to-month basis, until terminated in accordance with the terms of the agreement. Pursuant to the Somjen Consulting Agreement, the Corporation will pay to the Consultant an initial base fee of CAD\$8,750 per month, which was increased to CAD\$15,000 per

month commencing on February 1, 2021 (the “**Base Fees**”).

In the event of termination of the Somjen Consulting Agreement within 90 days after a change of control, the Corporation must pay the Consultant an amount equal to two years of the Base Fees in effect at the time of the change of control. As at December 31, 2020, the estimated incremental payment that would have been triggered by these change of control payments was equal to CAD\$210,000.

Mr. Somjen resigned from his position as President of the Corporation effective October 11, 2021.

Jakob Ripshtein, Executive Chairman and Director

Mr. Ripshtein was appointed as Chairman of the Board on August 30, 2021 and as the Executive Chairman of the Corporation on March 21, 2022.

On March 17, 2022, the Corporation entered into a consulting agreement with Mr. Ripshtein whereby Mr. Ripshtein was appointed as the Executive Chairman of the Corporation (the “**Ripshtein Consulting Agreement**”). The term of the Ripshtein Consulting Agreement commenced on March 21, 2022 and will continue unless terminated in accordance with the terms of the Ripshtein Consulting Agreement. Pursuant to the Ripshtein Consulting Agreement, Mr. Ripshtein is eligible to receive a monthly fee of \$10,416.67 plus applicable HST and, subject to Shareholder approval of the LTIP, on each six-month anniversary of the Ripshtein Consulting Agreement, a grant of RSUs in an amount equal to \$62,500 divided by the closing price of the Common Shares on the day immediately prior to the date of grant.

Pursuant to the Ripshtein Consulting Agreement, Mr. Ripshtein is entitled to a bonus (the “**Ripshtein Bonus**”) in the event that the Company expands operations into a State other than Arizona (each, a “**Bonus State**”) and achieves minimum annual revenue of \$5,000,000 in such Bonus State within 18 months of the commencement of operations in such Bonus State (the “**Ripshtein Bonus Criteria**”), provided that calculation for determining the Ripshtein Bonus Criteria for the State of California only begins as of March 21, 2022. The Ripshtein Bonus will be paid by way of a grant of RSUs in such number as is equal to \$500,000 divided by the closing price of the Common Shares on any date on which the Ripshtein Bonus Criteria are satisfied.

If the Ripshtein Employment Agreement is terminated, Mr. Ripshtein shall receive all unpaid but earned salary, less all applicable deductions, as well as any unpaid but earned bonus.

Jacob Cohen, CEO, COO and Director

Mr. Cohen was appointed as the COO of the Corporation on November 18, 2020 and as the CEO of the Corporation on October 11, 2021.

On October 11, 2021, the Corporation entered into an employment agreement with Mr. Cohen whereby Mr. Cohen was appointed as the CEO of the of the Corporation (the “**Cohen Employment Agreement**”). The term of the Cohen Employment Agreement commenced on October 11, 2021 and will continue unless terminated in accordance with the terms of the Cohen Employment Agreement. Pursuant to the Cohen Employment Agreement, Mr. Cohen is eligible for an annual base salary of \$250,000.

Pursuant to the Cohen Employment Agreement, Mr. Cohen is entitled to a bonus (the “**Cohen Bonus**”) of \$1,000,000 payable in Common Shares in the event that the Company expands operations into a State other than Arizona and California (each, a “**New State**”) and achieves minimum annual revenue of \$10,000,000 in such New State within 18 months of the commencement of operations in such New State, provided that the Company’s earnings before interest, taxes, depreciation and amortization in such New State is at least 20% of revenue (the “**Cohen Bonus Criteria**”); and provided further that the maximum bonus amount is \$5,000,000.

If Mr. Cohen terminates the Cohen Employment Agreement upon 30 days written notice, Mr. Cohen shall receive all unpaid but earned salary, less all applicable deductions, as well as any unpaid but earned bonus. If the Corporation terminates the Cohen Employment Agreement for cause or without cause, the Corporation shall pay all of Mr. Cohen’s unpaid but earned salary, less applicable deductions, as well as any unpaid but earned bonus. In addition, if the Corporation terminates the Cohen Employment Agreement without cause, the Corporation shall conditionally provide Mr. Cohen with a severance payment equal to 12 months of his salary as of the date of termination, less applicable deductions, provided Mr. Cohen executes a separation agreement in a form and manner reasonably acceptable to the Board (the “**Cohen Separation Agreement**”). The severance payment will be payable in a lump sum not later than six months following Mr. Cohen’s execution of the Cohen Separation Agreement. In addition, if the Cohen Employment

Agreement is terminated by the Corporation for cause before the Cohen Bonus Criteria have been strictly met, Mr. Cohen will not be eligible for the Cohen Bonus in whole or in part. If the Cohen Employment Agreement is terminated by the Corporation without cause after at least 75% of the Cohen Bonus Criteria for any New State have been strictly met, Mr. Cohen will be eligible to receive post-termination that *pro rata* portion of the Cohen Bonus achieved.

Sandra Ceccacci, CFO

Ms. Ceccacci was appointed as the CFO of the Corporation on April 4, 2022.

On October 11, 2021, the Corporation entered into an employment agreement with Ms. Ceccacci whereby Ms. Ceccacci was appointed as the CFO of the Corporation (the “**Ceccacci Employment Agreement**”). The term of the Ceccacci Employment Agreement commenced on April 4, 2022 and will continue unless terminated in accordance with the terms of the Ceccacci Employment Agreement. Pursuant to the Ceccacci Employment Agreement, Ms. Ceccacci is eligible for an annual base salary of \$200,000. Pursuant to the Ceccacci Employment Agreement, Ms. Ceccacci is entitled to a grant of 1,000,000 Options subject to the approval of the Board.

If Ms. Ceccacci terminates the Ceccacci Employment Agreement upon 30 days written notice, Ms. Ceccacci shall receive all unpaid but earned salary, less all applicable deductions, as well as any unpaid but earned bonus. If the Corporation terminates the Ceccacci Employment Agreement for cause or without cause, the Corporation shall pay all of Mr. Ceccacci’s unpaid but earned salary, less applicable deductions, as well as any unpaid but earned bonus. In addition, if the Corporation terminates the Ceccacci Employment Agreement without cause, the Corporation shall provide Ms. Ceccacci with a severance payment equal to 12 months of her salary as of the date of termination, less applicable deductions, provided that such amount is not less than Ms. Ceccacci’s entitlements under the Ontario *Employment Standards Act, 2000*, as amended.

Chris Lund, CCO

On October 11, 2021, the Corporation entered into a consulting agreement with Mr. Lund (the “**Lund Consulting Agreement**”), whereby Mr. Lund agreed to provide services to the Corporation in the capacity of CCO of the Corporation.

The Lund Consulting Agreement will continue on an indefinite basis, until terminated in accordance with the terms of the Lund Consulting Agreement. On signing of the Lund Consulting Agreement, the Corporation issued to Mr. Lund such number of Common Shares as was equal to \$5,000 divided by the closing price of the Common Shares on October 11, 2021. As further consideration for the entering into of the Lund Consulting Agreement, the Corporation granted Mr. Lund stock options to purchase up to 1,000,000 Common Shares at an exercise price equal to the closing price per Common Share on the CSE on October 11, 2021.

Either Mr. Lund or the Corporation may terminate the Lund Consulting Agreement at any time by providing the other party with 30 days written notice. In addition, the Corporation may terminate the Lund Consulting Agreement at any time without notice or any payment in lieu thereof in the event of a material breach of the Lund Consulting Agreement, as described in the Lund Consulting Agreement, by Mr. Lund.

Eula Adams, Director and Former Interim CFO

Mr. Adams was appointed as the Interim CFO of the Corporation on October 11, 2021.

On October 11, 2021, the Corporation entered into an employment agreement with Mr. Adams, whereby Mr. Adams was appointed as the Interim CFO of the Corporation (the “**Adams Employment Agreement**”). The term of the Adams Employment Agreement commenced on October 11, 2021 and provided for a one-year term, unless terminated in accordance with the terms of the Adams Employment Agreement. The Adams Employment Agreement provided for an annual base salary of \$200,000. Subject to the conditions set out in the Adams Employment Agreement, Mr. Adams was also eligible for a temporary housing and expense allowance of a maximum of \$4,000 per month for the first six months of his employment. If Mr. Adams terminated the Adams Employment Agreement upon 30 days written notice, Mr. Adams would have been entitled to receive all unpaid but earned salary, less all applicable deductions. Upon termination of the Adams Employment Agreement by the Corporation for cause or without cause, the Corporation was required to (i) pay all of Mr. Adams’ unpaid but earned salary, less applicable deductions, and (ii) pay Mr. Adams’ salary for periods occurring after such termination date through the expiration of the one-year term

of the Adams Employment Agreement, as if the termination for cause or without cause had not been made. Mr. Adams resigned from his position as the Interim CFO of the Corporation effective April 4, 2022.

Other than as stated in this Circular, there were no written compensatory plans or arrangements in place with any NEO or director of the Corporation during the financial years ended December 31, 2021 and December 31, 2020.

Oversight and Description of Director and Named Executive Officer Compensation

The Compensation Committee assumes responsibility for reviewing, approving and recommending to the Board for approval the remuneration of the Corporation's senior executives and directors, including the Corporation's CEO and CFO. In determining compensation, the Compensation Committee considers industry standards and the Corporation's financial situation, but the Corporation does not have any formal objectives or criteria and did not use any formal peer group evaluation to determine executive compensation. The performance of each executive officer is informally monitored by the Compensation Committee, having in mind the competitive position and individual performance of the individual and the purpose of originally appointing the individual as an officer.

When considering the appropriate executive compensation to be paid to the Corporation's senior executives and directors, the Compensation Committee has regard to a number of factors including: (i) offering competitive compensation to attract, retain and motivate the very best qualified executives to allow the Corporation to meet its goals; (ii) establishing sound corporate governance practices that are in the interest of the Shareholders and contribute to effective and efficient decision-making; and (iii) acting in the interests of the Corporation and the Shareholders by being fiscally responsible.

The Corporation has limited financial resources and as a result, the Compensation Committee must consider the financial situation of the Corporation. As Legacy Options do not require cash disbursement by the Corporation, they have been used as an important element of executive compensation.

Compensation Review Process

The Compensation Committee has assessed the Corporation's compensation plans and programs for its executive officers to ensure alignment with the Corporation's business plan and to evaluate the potential risks associated with those plans and programs. The Compensation Committee has concluded that the compensation policies and practices do not create any risks that are reasonably likely to have a material adverse effect on the Corporation. The Compensation Committee considers the risks associated with executive compensation and corporate incentive plans when designing and reviewing such plans and programs.

The Corporation has not adopted a policy restricting its executive officers or directors from purchasing financial instruments that are designated to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by its executive officers or directors. To the knowledge of the Corporation, none of the executive officers or directors has purchased such financial instruments. The Compensation Committee is responsible for reviewing and approving corporate goals and objectives relevant to an executive officer's compensation, evaluating the executive officer's performance in light of those goals and objectives and making recommendations with respect to the executive officer's future compensation, based on the evaluation.

Executive compensation is comprised of short-term compensation in the form of a base salary, annual bonuses and long-term ownership through the grant of Legacy Options and, if approved at the Meeting, the grant of Awards through the LTIP, to ensure that a portion of executive compensation is both long-term and "at risk". Accordingly, executive compensation is linked to the achievement of business results and the creation of long-term Shareholder value.

The Compensation Committee determines the number of Legacy Options to be awarded under its Legacy Option Plan. Legacy Options are generally awarded to executive officers at the commencement of employment and periodically thereafter. Legacy Options are granted to reward individuals for current performance, expected future performance and value to the Corporation. The size of awards made subsequent to the commencement of employment takes into account Legacy Options already held by the individual.

If the LTIP receives Shareholder approval, the Corporation intends to issue Awards pursuant to the LTIP. The Compensation Committee will determine the number of Awards to be awarded under the LTIP. Awards

will be granted to reward individuals for current performance, expected future performance and value of the Corporation. The size of awards made subsequent to the LTIP receiving Shareholder approval will take into account Legacy Options already held by the individual. The Awards tie pay to performance of the Corporation because the value of the Awards is based on the Common Share price on the vesting date. Accordingly, declines in Common Share price have a negative impact on compensation, while increases have a positive impact.

At this time NEO's and directors are not allowed to hedge any risk in the Corporation's securities.

Compensation of Board Members and Named Executive Officers

Compensation for each of the Board members and each of the NEOs is reviewed and recommended by the Compensation Committee to the Board for approval but the Compensation Committee does not use any formal peer group evaluation. The Compensation Committee has not proceeded with a formal evaluation of the implications of the risks associated with the Corporation's compensation policies and practices. Risk management is a consideration of the Compensation Committee when implementing its compensation program, and the Compensation Committee does not believe that the Corporation's compensation program results in unnecessary or inappropriate risk-taking including risks that are likely to have a material adverse effect on the Corporation.

Philosophy and Objectives

The compensation program for senior management of the Corporation is designed to ensure that the level and form of compensation achieves certain objectives, as set forth above. The Corporation relies on the Compensation Committee for determining executive compensation without any formal objectives, criteria and analysis.

Elements of NEO Compensation

The Corporation's compensation program consists of the following elements:

- (i) base salary or consulting fees;
- (ii) bonus payments; and
- (iii) equity participation through the Legacy Option Plan and the LTIP (if approved at the Meeting).

Base Salary or Consulting Fees

The primary element of the Corporation's compensation program is base salary. The Corporation's view is that a competitive base salary is a necessary element for retaining qualified executive officers. The amount payable to an executive officer as base salary is determined primarily (i) the particular responsibilities related to the position; (ii) the experience level of the executive officer; (iii) the amount of time and commitment which the executive officer devotes to the Corporation; and (iv) the executive officer's overall performance and performance in relation to the achievement of corporate milestones and objectives.

Bonus

Each of the executive officers, as well as all employees, are eligible for an annual bonus, payable in cash or through Legacy Option-based compensation. The amount paid is based on the Compensation Committee's assessment of individual performance and the Corporation's performance for the year, including financial criteria (such as cash flow and share price performance) and operational criteria. The Corporation did not award any bonuses for the last two financial years ended December 31, 2021 and December 31, 2020.

Equity Participation

The Corporation believes that encouraging its executives and employees to become Shareholders is the best way to align their interests with those of Shareholders. Equity participation is accomplished through the Legacy Option Plan and the LTIP (if approved at the Meeting). Legacy Options are granted to executives and employees taking into account a number of factors, including the amount and term of Legacy Options previously granted, base salary and bonuses and other competitive factors. The amounts and terms of Legacy Options granted are determined by the Compensation Committee and subject to Board approval. If the LTIP receives the requisite Shareholder approval, the Corporation intends to cease issuing Legacy Options pursuant to the Legacy Option Plan and to instead only issue Awards pursuant to the LTIP going

forward. The Awards will be granted to executives and employees taking into account a number of factors, including the amount and term of Awards and Legacy Options previously granted, base salary and bonuses and other competitive factors.

Given the evolving nature of the Corporation's business, the Compensation Committee continues to review and redesign the overall compensation plan for senior management so as to continue to address the objectives identified above.

Pension Disclosure

No pension, retirement or deferred compensation plans, including defined contribution plans, have been instituted by the Corporation and none are proposed at this time.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table provides details of compensation plans under which equity securities of the Corporation are authorized for issuance as of December 31, 2021.

| Plan Category | Number of securities to be issued upon exercise of outstanding options and rights (a) | Weighted-average exercise price of outstanding options and rights (b) | Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c) |
|--|--|--|--|
| Equity compensation plans approved by security holders | 26,278,333 ⁽¹⁾ | \$0.257 | 497,162 ⁽²⁾ |
| Equity compensation plans not approved by security holders | N/A | N/A | N/A |
| Total | 26,278,333 | \$0.257 | 497,162 |

(1) Represents the number of Common Shares reserved for issuance upon exercise of outstanding Legacy Options granted under the Legacy Option Plan as of December 31, 2021.

(2) Represents the maximum number of additional Common Shares, on an as-converted basis, remaining available for future issuance under the Legacy Option Plan based on an aggregate of 196,911,152 Common Shares issued and outstanding and 75,563,798 Proportionate Shares issued and outstanding on an as-converted basis, as at December 31, 2021.

Legacy Option Plan

The Legacy Option Plan was approved by Shareholders on November 19, 2019. The purpose of the Legacy Option Plan was to provide the Corporation with a share related mechanism to enable the Corporation to attract, retain and motivate qualified directors, officers, employees and other service providers, to reward directors, officers, employees and other service providers for their contribution toward the long-term goals of the Corporation and to enable and encourage such individuals to acquire shares of the Corporations as long-term investments.

The following is a summary of the material terms of the Legacy Option Plan. This summary is qualified in its entirety by reference to the Legacy Option Plan, which is attached as Schedule "B" to the management information circular of the Corporation dated September 9, 2020, which is available under the Corporation's profile on SEDAR at www.sedar.com.

If the LTIP receives the requisite Shareholder approval, the Corporation intends to cease issuing Legacy Options pursuant to the Legacy Option Plan and to instead only issue Options pursuant to the LTIP going forward. All unallocated Common Shares issuable pursuant to the Legacy Option Plan will cease to be reserved for issuance under the Legacy Option Plan. All outstanding Legacy Options that were issued pursuant to the Legacy Option Plan will continue to be governed by the Legacy Option Plan, but upon the

expiration or termination of such Legacy Options, the Common Shares underlying the Legacy Options will no longer be available for issuance under the Legacy Option Plan.

Administration

The Legacy Option Plan must be administered by the Board, a special committee of the Board (the “**Committee**”) or by an administrator appointed by the Board or the Committee (the “**Administrator**”) either of which will have full and final authority with respect to the granting of all Legacy Options thereunder. Legacy Options may be granted under the Legacy Option Plan to such directors, officers, employees or consultants of the Corporation, as the Board, the Committee or the Administrator may from time to time designate.

Number of Common Shares Reserved

Subject to adjustment as provided for in the Legacy Option Plan, the aggregate number of Common Shares which will be available for purchase pursuant to Legacy Options granted under the Legacy Option Plan will not exceed 10% of the number of Common Shares which are issued and outstanding on the particular date of grant. If any Legacy Option expires or otherwise terminates for any reason without having been exercised in full, the number of Common Shares in respect of such expired or terminated Legacy Option shall again be available for the purposes of granting Legacy Options pursuant to this Legacy Option Plan.

Exercise Price

The exercise price at which a Legacy Option holder may purchase a Common Share upon the exercise of a Legacy Option shall be determined by the Committee and shall be set out in the Legacy Option certificate issued in respect of the Legacy Option. The exercise price shall not be less than the price determined in accordance with CSE policies while, and if, the Common Shares are listed on the CSE.

Maximum Term of Legacy Options

The term of any Legacy Option granted under the Legacy Option Plan (the “**Term**”) shall be determined by the Board, the Committee or the Administrator, as applicable, at the time the Legacy Option is granted, subject to earlier termination in the event of termination, or in the event of death or disability of the Legacy Option holder. Subject to such other terms or conditions that may be attached to Legacy Options granted under the Legacy Option Plan, a Legacy Option holder may exercise a Legacy Option in whole or in part at any time and from time to time during the Term. Any Legacy Option or part thereof not exercised within the Term shall terminate and become null, void and of no effect as of the date of expiry of the Legacy Option. Legacy Options granted under the Legacy Option Plan are not to be transferable or assignable other than by will or other testamentary instrument or pursuant to the laws of succession.

In the event of death or disability, the Legacy Option shall expire on the earlier of the date which is six months following the date of disability or death and the applicable expiry date of the Legacy Option.

If the Board, the Committee or the Administrator does not establish an expiry date, the expiry date will be determined in accordance with the below (subject to death or disability or in the event of certain triggering events occurring as provided for under the Legacy Option Plan):

- *Ceasing to Hold Office* - In the event that the Legacy Option holder holds his or her Legacy Option as an executive and such Legacy Option holder ceases to hold such position other than by reason of death or disability, the expiry date of the Legacy Option shall be, unless otherwise expressly provided for in the Legacy Option certificate, the 90th day following the date the Legacy Option holder ceases to hold such position unless the Legacy Option holder ceases to hold such position as a result of:
 - (i) ceasing to meet the qualifications set forth in the corporate legislation applicable to the Corporation;
 - (ii) a special resolution having been passed by the shareholders of the Corporation removing the Legacy Option holder as a director of the Corporation or any subsidiary; or
 - (iii) an order made by any regulatory authority having jurisdiction to so order;

in each such case, the expiry date shall be the date the Legacy Option holder ceases to hold such position.

- *Ceasing to be Employed or Engaged* - In the event that the Legacy Option holder holds his or her Legacy Option as an employee or consultant, other than a Legacy Option holder who is engaged in investor relations activities, and such Legacy Option holder ceases to hold such position other than by reason of death or disability, the expiry date of the Legacy Option shall be, unless otherwise expressly provided for in the Legacy Option certificate, the 90th day following the date the Legacy Option holder ceases to hold such position, or, in the case of a Legacy Option holder that is engaged in investor relations activities, the 30th day after the date such Legacy Option holder ceases to hold such position, unless the Legacy Option holder ceases to hold such position as a result of:
 - (i) termination for cause;
 - (ii) resigning or terminating his or her position; or
 - (iii) an order made by any regulatory authority having jurisdiction to so order;

in each such case, the expiry date shall be the date the Legacy Option holder ceases to hold such position.

In the event that the Legacy Option holder ceases to hold the position of executive, employee or consultant for which the Legacy Option was originally granted, but comes to hold a different position as an executive, employee or consultant prior to the expiry of the Legacy Option, the Committee, the Board or the Administrator, as applicable, may, in its sole discretion, choose to permit the Legacy Option to stay in place for that Legacy Option holder with such Legacy Option then to be treated as being held by such holder in his or her new position. Notwithstanding anything else contained in the Legacy Option Plan, in no case will an Legacy Option be exercisable later than the expiry date of the Legacy Option.

LTIP

The LTIP was approved by the Board on March 24, 2022. The purpose of the LTIP is to advance the interests of the Corporation and the Shareholders by attracting, retaining and motivating directors, officers, employees, consultants and management of high caliber and potential, and to encourage and enable such persons to acquire an ownership interest in the Corporation.

The following is a summary of the material terms of the LTIP. This summary is qualified in its entirety by reference to the LTIP, which is attached hereto as Schedule “B”, and is available under the Corporation’s profile on SEDAR at www.sedar.com.

If the LTIP receives the requisite Shareholder approval, the Corporation intends to cease issuing Legacy Options pursuant to the Legacy Option Plan and to instead only issue Awards pursuant to the LTIP going forward.

Eligibility

Any directors, officers, senior executives, consultants, management company employees and other employees of the Corporation or a subsidiary of the Corporation, providing ongoing services to the Corporation and its affiliates (each as described in the LTIP and each for the purposes of this section, an “**LTIP Eligible Person**”) is eligible to receive Awards.

Granting of Awards

The LTIP is a “rolling” plan which sets the total number of Common Shares reserved and available for grant and issuance pursuant to the Awards, together with all other security-based compensation arrangements of the Corporation, at an amount not to exceed 10% of the total issued and outstanding Common Shares, including all issued and outstanding Common Shares and all issued and outstanding Proportionate Shares on an as-converted basis, from time to time. The LTIP provides for a variety of equity-based Awards that may be granted to certain LTIP Eligible Persons, including Options, RSUs and PSUs. Each Option represents the right to receive Common Shares and each RSU and PSU (together, the “**Share Units**”) represents the right to receive Common Shares, or the market value of such Common Shares in cash, or a combination of the two, in accordance with the terms of the LTIP.

There are currently no Options, RSUs or PSUs outstanding under the LTIP.

Participation in the LTIP is voluntary and, if an LTIP Eligible Person agrees to participate, the grant of Awards will be evidenced by a grant agreement with each such LTIP Eligible Person. The interest of any

LTIP Eligible Person in any Award is not assignable or transferable, whether voluntary, involuntary, by operation of law or otherwise, other than by will or the laws of descent and distribution.

The maximum number of Common Shares that may be: (i) issued to insiders of the Corporation within any one-year period; or (ii) issuable to insiders of the Corporation at any time, in each case, under the LTIP alone, or when combined with any other proposed or established security-based compensation arrangement of the Corporation cannot exceed 10% of the aggregate number of Common Shares issued and outstanding from time to time determined on a non-diluted basis.

Types of Awards

Options

An Option is an option granted by the Corporation to an LTIP Eligible Person entitling such LTIP Eligible Person to acquire a designated number of Common Shares from treasury at a designated exercise price (the “**Exercise Price**”) until a certain expiry date.

Subject to the terms of any applicable employment agreement, option grant agreement or any other agreement between the LTIP Eligible Person and the Corporation, each Option will vest as to one-third on the date of grant, one-third on the first anniversary of the date of grant, and one-third on the second anniversary of the date of grant.

The Exercise Price per Common Share shall not be less than the Market Value (as defined in the LTIP) of such Common Shares at the time of grant. The Exercise Price will be fixed by the Board when each Option is granted, but, as long as the Common Shares are traded on a stock exchange, will not be less than the greater of the closing market price of the Common Shares on (i) the trading day prior to the date of grant of the Option; and (ii) the date of grant of the Option.

Subject to adjustment, each Option must be exercised no later than 10 years after the date the Option is granted (the “**Expiry Date**”) or such shorter period as set out in the applicable grant agreement. Notwithstanding the foregoing, each Option that would expire during a period when securities of the Corporation may not be traded under applicable law by insiders or other specified persons (a “**Black-Out Period**”), will expire on the date that is 10 business days immediately following the expiration of the Black-Out Period.

An LTIP Eligible Person will be entitled to exercise an Option granted to such LTIP Eligible Person until the Expiry Date, subject to applicable vesting conditions and the satisfaction of any applicable performance criteria. Options may be exercised by delivering a notice in writing signed by the LTIP Eligible Person and stating the LTIP Eligible Person’s intention to exercise the Option, together with cash, a bank draft or certified cheque in an amount equal to the aggregate Exercise Price of the Common Shares to be purchased pursuant to the exercise of the Options and any applicable tax withholdings.

In order to facilitate the payment of the Exercise Price of the Options, the LTIP has a cashless exercise feature pursuant to which an LTIP Eligible Person may elect to undertake a broker assisted “cashless exercise” subject to the procedures set out in the LTIP, including the consent of the Board and the CSE, where required. This may include a sale of such number of Common Shares as is necessary to raise an amount equal to the aggregate Exercise Price for all Options being exercised by that LTIP Eligible Person. The LTIP Eligible Person may authorize a broker to sell Common Shares on the open market or by means of a short sale and forward the proceeds of such sale to the Corporation to satisfy the Exercise Price for the Options, following which the Corporation will issue the Common Shares underlying the number of Options exercised. An LTIP Eligible Person may also elect to surrender Options by delivering a notice of surrender to the Corporation and electing to receive that number of Common Shares calculated in accordance with the formula set forth in the LTIP.

No fractional Common Shares will be issued upon the exercise of Options granted under the LTIP and, accordingly, if an LTIP Eligible Person would become entitled to a fractional Common Share upon the exercise of an Option, such LTIP Eligible Person will only have the right to acquire the next lowest whole number of Common Shares, and no payment or other adjustment will be made with respect to this fractional interest.

Share Units

A Share Unit is an RSU or PSU entitling the recipient to acquire Common Shares, at such purchase price (which may be zero) as determined by the Board, subject to such restrictions and conditions as the Board may determine at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives. Unless otherwise determined by the Board in its discretion, an Award of a Share Unit is considered a bonus for services rendered in the calendar year in which the Award is made. The terms and conditions of grants of RSUs and PSUs, including the quantity, type of award, grant date, vesting conditions, vesting periods, settlement date and other terms and conditions with respect to these Awards, will be set out in the LTIP Eligible Person's grant agreement.

Subject to applicable vesting, performance criteria and other conditions set forth in the grant agreement, the Board is entitled to determine whether the RSUs and/or PSUs awarded to an LTIP Eligible Person will entitle the LTIP Eligible Person to receive Common Shares, the cash equivalent of Common Shares underlying the Award based on the prevailing Market Value of the Common Shares on the stock exchange on which the Common Shares are then listed, or a combination of the two. For the purposes of determining the cash equivalent of a Share Unit, the calculation will be made on the Share Unit Settlement Date (as defined herein) based on the Market Value of the Common Shares on such date, or, if the Common Shares are not listed on any stock exchange as of such date, the value as determined by the Board, acting reasonably and in good faith.

Unless otherwise specified in a grant agreement, RSUs awarded will vest one-third on the date of grant, one-third on the first anniversary of the date of grant, and one-third on the second anniversary of the date of grant. PSUs will vest upon the achievement of specific performance criteria established by the Board, and any other vesting conditions that may be set forth in the applicable grant agreement. The applicable restriction period in respect of a particular Share Unit shall be determined by the Board but in all cases shall end no later than December 31 of the calendar year which is three years after the calendar year in which the Award is granted (the "**Restriction Period**"). For each award of PSUs, the Board will establish the period in which any performance criteria and other vesting conditions must be met in order for an LTIP Eligible Person to be entitled to receive Common Shares in exchange for all or a portion of the PSUs held by such LTIP Eligible Person, provided that such period may not expire after the end of the Restriction Period, being no longer than three years after the calendar year in which the Award was granted.

Subject to the terms of any employment agreement or other agreement between the LTIP Eligible Person and the Corporation, or the Board expressly providing to the contrary, Share Units may be settled at any time beginning on the first business day following the date on which the Board determines that the performance and/or other vesting conditions with respect to a Share Unit have been met (the "**Share Unit Vesting Determination Date**"), and no later than the Restriction Period (the "**Share Unit Settlement Date**"). In the event that a Share Unit Settlement Date falls during a Black-Out Period, then such Share Unit Settlement Date will be automatically extended to the 10th business day following the date that such Black-out Period is terminated. Where a Share Unit Settlement Date falls immediately after a Black-Out Period (and not later than 10 business days after the Black-Out Period), then the Share Unit Settlement Date will be automatically extended by such number of days equal to 10 business days less the number of business days that a Share Unit Settlement Date is after the Black-Out Period.

Under the terms of the LTIP, each non-employee director of the Corporation may elect to receive all or a portion of his or her annual retainer fee in the form of a grant of RSUs in each fiscal year.

Dividend Share Units

When dividends (other than stock dividends) are paid on Common Shares, LTIP Eligible Persons are entitled to receive additional RSUs and/or PSUs, as applicable ("**Dividend Share Units**") as of the dividend payment date. The number of Dividend Share Units to be granted to the LTIP Eligible Person will be determined by multiplying the aggregate number of RSUs and/or PSUs, as applicable, held by the LTIP Eligible Person on the relevant record date by the amount of the dividend paid by the Corporation on each Common Share, and dividing the result by the Market Value on the dividend payment date. Dividend Share Units will be in the form of RSUs and/or PSUs, as applicable, and will be subject to the same vesting conditions applicable to the related RSUs and/or PSUs.

Termination of Employment

The following table describes the impact of certain events upon the rights of Options and/or Share Units

under the LTIP, including termination for cause, retirement, resignation, ceasing to be an LTIP Eligible Person for any reason (other than for cause, resignation or death), and death, subject to the terms of an LTIP Eligible Person's employment agreement, grant agreement and the change of control provisions described below:

| Event Provisions | Termination of Award(s) |
|---|---|
| Termination for Cause | Immediate termination of all vested and unvested Options and/or Share Units on the date of termination. |
| Retirement | All unvested Options and/or Share Units will vest in accordance with their vesting schedules, and all vested Options and/or Share Units held may be exercised until the earlier of the expiry date of such Options and/or Share Units or one year following the date that the holder ceases to be an LTIP Eligible Person under the LTIP, subject to certain exceptions. |
| Resignation | All vested Options and/or Share Units will expire on the earlier of the original expiry date and 90 days after resignation, or such longer period as the Board may determine in its sole discretion. All unvested Options and/or Share Units will terminate on the effective date of resignation. |
| Ceasing to be an LTIP Eligible Person for Any Reason (other than for cause, resignation or death) | In the event an LTIP Eligible Person ceases to be an LTIP Eligible Person for any reason (other than for cause, resignation or death), all unvested Options and/or Share Units may vest subject to pro ration over the applicable vesting or performance period and will expire on the earlier of 90 days after the effective date of termination, or the expiry date of such Option and/or Share Unit. |
| Death | All unvested Options and/or Share Units immediately vest and expire 180 days after the death of such LTIP Eligible Person. |
| Change of Control | If an LTIP Eligible Person is terminated without cause or resigns for good reason during the 12 month period following a change of control, or after the Corporation has signed a written agreement to effect a change of control but before the change of control is completed, then any unvested Options and/or Share Units will immediately vest and may be exercised prior to the earlier of 30 days after such date or the expiry date of such Options and/or Share Units. |

Adjustments

The LTIP provides that appropriate adjustments, if any, will be made by the Board in connection with a reclassification, reorganization or other change of the Common Shares, consolidation, distribution, merger

or amalgamation, to the Common Shares issuable or amounts payable to preclude a dilution or enlargement of the benefits under the LTIP.

Amendments

The Board may amend the LTIP or any Award granted under the LTIP at any time without the consent of an LTIP Eligible Person provided that such amendment: (i) does not adversely alter or impair any Award previously granted except as permitted by the terms of the LTIP; (ii) is in compliance with applicable law and subject to any regulatory approvals including, where required, the approval of the CSE; and (iii) is subject to Shareholder approval, where required by law, the requirements of the CSE or the provisions of the LTIP.

Shareholder approval will not be required for the following amendments:

- a) amendments of a general “housekeeping” or clerical nature that, among others, clarify, correct or rectify any ambiguity, defective provision, error or omission in the LTIP;
- b) changes that alter, extend or accelerate the terms of vesting or settlement applicable to any Award;
- c) any amendment regarding the effect of termination of an LTIP Eligible Person’s employment or engagement;
- d) any amendment to add or amend provisions relating to the granting of cash-settled Awards, provision of financial assistance or clawbacks and any amendment to a provision relating to cash-settled Awards, financial assistance or clawbacks which are adopted;
- e) any amendment regarding the administration of the LTIP;
- f) any amendment necessary to comply with applicable law or the requirements of the CSE or any other regulatory body having authority over the Corporation, the LTIP or the Shareholders (provided, however, that the CSE will have the overriding right in such circumstances to require shareholder approval of any such amendments); and
- g) any other amendment that does not require Shareholder approval.

The Board is required to obtain Shareholder approval for the following amendments:

- a) any change to the maximum number of Common Shares issuable from treasury under the LTIP, except for any increases in the event that the Corporation cancels or purchases to cancel any of its issued and outstanding Common Shares (“**Cancellation**”) and as a result of such Cancellation the Corporation exceeds the maximum number of Common Shares. No approval from Shareholders will be required for the issuance of Common Shares on the exercise of any Options which were granted prior to such Cancellation and in the event of an adjustment;
- b) to reduce the exercise price of Awards, except in accordance with the adjustment provisions of the LTIP;
- c) to permit the introduction or re-introduction of non-employee directors as LTIP Eligible Persons on a discretionary basis or any amendment that increases the limits previously imposed on non-employee director participation;
- d) to remove or exceed the insider participation limits; or
- e) to amend the amendment provisions of the LTIP.

Change of Control

In connection with a change of control of the Corporation, the surviving, successor or acquiring entity shall assume any Awards or shall substitute similar options or share units for the outstanding Awards, as applicable. If the surviving, successor or acquiring entity does not assume the outstanding Awards or substitute similar options or share units for the outstanding Awards, as applicable, or if the Board otherwise determines in its discretion, the Corporation shall give written notice to all LTIP Eligible Persons advising that the LTIP shall be terminated effective immediately prior to the change of control and all Options, RSUs

(and related Dividend Share Units) and a specified number of PSUs (and related Dividend Share Units) shall be deemed to be vested and, unless otherwise exercised, settled, forfeited or cancelled prior to the termination of the LTIP, shall expire or, with respect to RSUs and PSUs be settled, immediately prior to the termination of the LTIP. The number of PSUs which are deemed to be vested shall be determined by the Board, in its sole discretion, having regard to the level of achievement of such applicable performance criteria prior to the change of control.

In the event of a change of control, the Board has the power to: (i) make such other changes to the terms of the Awards as it considers fair and appropriate in the circumstances, provided such changes are not adverse to the LTIP Eligible Persons; (ii) otherwise modify the terms of the Awards to assist the LTIP Eligible Persons to tender into a takeover bid or other arrangement leading to a change of control, and thereafter; and (iii) terminate, conditionally or otherwise, the Awards not exercised or settled, as applicable, following successful completion of such change of control. If the change of control is not completed within the time specified therein (as the same may be extended), the Awards which shall be returned by the Corporation to the LTIP Eligible Persons and, if exercised or settled, as applicable, the Common Shares issued on such exercise or settlement shall be reinstated as authorized but unissued Common Shares and the original terms applicable to such Awards shall be reinstated

Tax Withholdings

All distributions, delivery of Common Shares or payments to an LTIP Eligible Person under the LTIP will be made net of applicable source deductions. If the event giving rise to the withholding obligation involves an issuance or delivery of Common Shares, then, the withholding obligation may be satisfied by having the LTIP Eligible Person elect to have the appropriate number of such Common Shares sold by the Corporation or any other mechanism as may be required or appropriate to conform with local tax and other rules. Notwithstanding the forgoing, the applicable tax withholdings may be waived in certain circumstances where the LTIP Eligible Person directs in writing that a payment be made directly to the LTIP Eligible Person's registered retirement savings.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at the date of this Circular, no executive officer, director, employee or former executive officer, director or employee of the Corporation or any of its subsidiaries is indebted to the Corporation, or any of its subsidiaries. No person who is, or at any time during the most recently completed financial year was, a director or executive officer of the Corporation, a proposed nominee for election as a director of the Corporation or any associate of any one of the foregoing persons is, or at any time since the beginning of the most recently completed financial year has been, indebted to the Corporation or any of its subsidiaries. Neither the Corporation nor any of its subsidiaries has provided a guarantee, support agreement, letter of credit or other similar arrangement for any indebtedness of any of these individuals to any other entity.

MANAGEMENT CONTRACTS

No management functions of the Corporation or its subsidiaries are performed to any substantial degree by a person other than the directors or executive officers of the Corporation or its subsidiaries.

OTHER BUSINESS

While there is no business other than that mentioned in the Notice of Meeting to be presented for action by the Shareholders at the Meeting, it is intended that proxies hereby solicited will be exercised upon any other matters and proposals that may properly come before the Meeting or any adjournment thereof, in accordance with the discretion of the persons authorized to act thereunder.

ADDITIONAL INFORMATION

Additional information relating to the Corporation is available under the Corporation's profile on SEDAR at www.sedar.com and on the Corporation's website at <https://www.yourwaycannabis.com/>.

Financial information relating to the Corporation is provided in the Corporation's audited consolidated financial statements for the financial year ended December 31, 2021 and the related MD&A. Shareholders may obtain the financial statements and MD&A under the Corporation's profile on SEDAR at

www.sedar.com or by contacting the Corporation directly to request copies of the financial statements and MD&A by: (i) mail to 885 West Georgia Street, Suite 2200, Vancouver, British Columbia V6C 3E8 Canada; or (ii) email to ir@yourwaycannabis.ca

The Board has approved the contents of this Circular and the sending thereof to the Shareholders.

ON BEHALF OF THE BOARD

/signed/ "Jakob Ripshtein"
Jakob Ripshtein
Chairman of the Board

SCHEDULE "A"

CHANGE IN AUDITOR REPORTING PACKAGE

See attached.

YourWay Cannabis Brands, Inc. (formerly Hollister Biosciences, Inc.)

TO: British Columbia Securities Commission
Ontario Securities Commission
Manitoba Securities Commission
PEI Office of the Superintendent of Securities
Alberta Securities Commission
Nova Scotia Securities Commission
Service NL
Saskatchewan Financial Services Commission
New Brunswick Securities Commission
Canadian Securities Exchange

AND TO: Catherine Tai, Davidson & Company LLP

AND TO: Eugene Ma, Marcias Gini & O'Connell LLP

YourWay Cannabis Brands, Inc (formerly Hollister Biosciences, Inc. (the "Corporation") gives the following notice in accordance with Section 4.11 of the National Instrument 51-102 – Continuous Disclosure Obligations ("NI 51-102"):

1. Effective as of December 6, 2021, Davidson & Company, Chartered Professional Accountants (the "Former Auditor"), has resigned as auditors of the Corporation on it's own initiative prior to the expiry of their term in office. Marcias Gini & O'Connell LLP (the "Successor Auditor") has been appointed as auditor of the Corporation effective as of December 6, 2021, to hold office until the next annual general meeting of shareholders of the Corporation and at remuneration to be fixed by the Board of Directors of the Corporation (the "Board").
2. The resignation of the Former Auditor and appointment of Successor Auditor were considered and approved by the audit committee of the Board and the Board. The Corporation will ask that the shareholders of the Corporation ratify the appointment of Successor Auditor at the next annual general meeting of the shareholders of the Corporation.
3. The Former Auditor's reports for the Corporation's most recently completed fiscal year ending December 31, 2020, did not express a modified opinion.
4. There have been no reportable events, as such term is defined in NI 51-102.

Dated this 17TH date of December 2021.

YourWay Cannabis Brands, Inc. (formerly Hollister Biosciences, Inc.)

By: " Eula Adams "
Name: Eula Adams
Title: Chief Financial Officer

December 17, 2021

British Columbia Securities Commission

PO Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, BC
V7Y 1L2

Ontario Securities Commission

20 Queen Street West, 19th Floor, Box 55
Toronto Ontario
M5H 3S8

Manitoba Securities Commission

Suite 500 – 400 St. Mary Avenue
Winnipeg, MB
R3C 4K5

PEI Office of the Superintendent of Securities

Consumer, Corporate and Insurance Services
Division
Department of Justice and Public Safety
P.O. Box 2000
Charlottetown, PE
C1A 7N8

Alberta Securities Commission

600, 250 – 5th Street S.W.
Calgary, AB
T2P 0R4

Nova Scotia Securities Commission

2nd Floor, Joseph Howe Building
1690 Hollis Street
Halifax, NS
B3J 3J9

Service NL

P.O. Box 8700
St. John's, NL
A1B 4J6

Saskatchewan Financial Services Commission

Suite 601, 1919 Saskatchewan Drive
Regina, Saskatchewan
S4P 4H2

New Brunswick Securities Commission

85 Charlotte Street, Suite 300
Saint John, NB
E2L 2J2



Page 2...

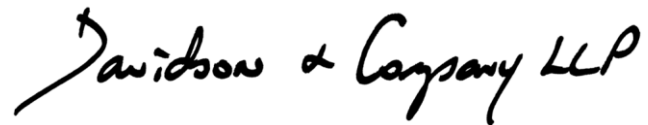
Dear Sirs / Mesdames

Re: Yourway Cannabis Brands Inc. (formerly Hollister Biosciences Inc.) (the "Company")
Notice Pursuant to NI 51 – 102 of Change of Auditor

In accordance with National Instrument 51-102, we have read the Company's Change of Auditor Notice dated December 17, 2021 and agree with the information contained therein, based upon our knowledge of the information at this date.

Should you require clarification or further information, please do not hesitate to contact the writer.

Yours very truly,

A handwritten signature in black ink that reads "Davidson & Company LLP". The signature is written in a cursive, flowing style.

DAVIDSON & COMPANY LLP
Chartered Professional Accountants

cc: Canadian Securities Exchange



Certified
Public
Accountants

December 17, 2021

British Columbia Securities Commission
Ontario Securities Commission
Manitoba Securities Commission
PEI Office of the Superintendent of Securities
Alberta Securities Commission
Nova Scotia Securities Commission
Service NL
Saskatchewan Financial Services Commission
New Brunswick Securities Commission
Canadian Securities Exchange

Dear Sirs / Mesdames:

Re: YourWay Cannabis Brands (formerly Hollister Biosciences Inc. (the “Company”))

Notice Pursuant to NI 51-102 of Change of Auditor

As required by National Instrument 51-102, we have read the Company’s Change of Auditor Notice (the “Notice”) dated December 17, 2021 and agree with information regarding Macias Gini & O’Connell LLP (“MGO”) contained therein, based upon our knowledge of the information contained in the Notice at this date. We have no basis to agree or disagree with information not related to MGO.

Very truly yours,

Macias Gini & O’Connell LLP

SCHEDULE "B"

OMNIBUS LONG-TERM INCENTIVE PLAN

See attached.

YOURWAY CANNABIS BRANDS INC.

OMNIBUS LONG-TERM INCENTIVE PLAN

March 24, 2022

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**YOURWAY CANNABIS BRANDS INC.
OMNIBUS LONG-TERM INCENTIVE PLAN**

YourWay Cannabis Brands Inc. (the “**Corporation**”) hereby establishes an Omnibus Long-Term Incentive Plan for certain qualified directors, officers, employees, consultants and management company employees providing ongoing services to the Corporation and its Affiliates (as defined herein) that can have a significant impact on the Corporation’s long-term results.

ARTICLE 1—DEFINITIONS

Section 1.1 Definitions.

Where used herein or in any amendments hereto or in any communication required or permitted to be given hereunder, the following terms shall have the following meanings, respectively, unless the context otherwise requires:

“**Affiliates**” has the meaning given to this term in the *Securities Act* (Ontario), as such legislation may be amended, supplemented or replaced from time to time;

“**Awards**” means Options, RSUs and PSUs granted to a Participant pursuant to the terms of the Plan;

“**Award Agreement**” means an Option Agreement, RSU Agreement, PSU Agreement, or an Employment Agreement, as the context requires;

“**Black-Out Period**” means the period of time required by applicable law when, pursuant to any policies or determinations of the Corporation, securities of the Corporation may not be traded by Insiders or other specified persons;

“**Board**” means the board of directors of the Corporation as constituted from time to time;

“**Broker**” has the meaning ascribed thereto in Section 7.5(2) hereof;

“**Business Day**” means a day other than a Saturday, Sunday or statutory holiday, when banks are generally open for business in Vancouver, British Columbia, Canada for the transaction of banking business;

“**Cancellation**” has the meaning ascribed thereto in Section 2.5(1) hereof;

“**Cash Equivalent**” means in the case of Share Units, the amount of money equal to the Market Value multiplied by the number of vested Share Units in the Participant’s Account, net of any applicable taxes in accordance with Section 7.5, on the Share Unit Settlement Date;

“**Change of Control**” means unless the Board determines otherwise, the happening, in a single transaction or in a series of related transactions, of any of the following events:

- (a) any transaction (other than a transaction described in clause (b) below) pursuant to which any person or group of persons acting jointly or in concert acquires the direct or indirect beneficial ownership of securities of the Corporation representing 50% or more of the aggregate voting power of all of the Corporation’s then issued and outstanding securities entitled to vote in the election of directors of the Corporation, other than any such acquisition that occurs (A) upon the exercise or settlement of options or other securities granted by the Corporation under any of

the Corporation's equity incentive plans; or (B) as a result of the conversion of the multiple voting shares in the capital of the Corporation into Shares;

- (b) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Corporation and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Corporation immediately prior thereto do not beneficially own, directly or indirectly, either (A) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving or resulting entity in such amalgamation, merger, consolidation or similar transaction, or (B) more than 50% of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation merger, consolidation or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Corporation immediately prior to such transaction;
- (c) the sale, lease, exchange, license or other disposition of all or substantially all of the Corporation's assets to a person other than a person that was an Affiliate of the Corporation at the time of such sale, lease, exchange, license or other disposition, other than a sale, lease, exchange, license or other disposition to an entity, more than 50% of the combined voting power of the voting securities of which are beneficially owned by shareholders of the Corporation in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Corporation immediately prior to such sale, lease, exchange, license or other disposition;
- (d) the passing of a resolution by the Board or shareholders of the Corporation to substantially liquidate the assets of the Corporation or wind up the Corporation's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Corporation in circumstances where the business of the Corporation is continued and the shareholdings remain substantially the same following the re-arrangement); or
- (e) individuals who, on the effective date, are members of the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Plan, be considered as a member of the Incumbent Board;

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time and the Treasury Regulations promulgated thereunder;

"**Code of Ethics**" means any code of ethics adopted by the Corporation, as modified from time to time;

"**Corporation**" means YourWay Cannabis Brands Inc., a corporation existing under the *Business Corporations Act* (British Columbia), as amended from time to time;

“**CSE**” means the Canadian Securities Exchange;

“**Dividend Share Units**” has the meaning ascribed thereto in Section 5.2 hereof;

“**Eligible Participants**” has the meaning ascribed thereto in Section 2.4(1) hereof;

“**Employment Agreement**” means, with respect to any Participant, any written employment agreement between the Corporation or an Affiliate and such Participant;

“**Exercise Notice**” means a notice in writing signed by a Participant and stating the Participant’s intention to exercise a particular Award, if applicable;

“**Exercise Price**” has the meaning ascribed thereto in Section 3.2(1) hereof;

“**Expiry Date**” has the meaning ascribed thereto in Section 3.4 hereof;

“**Insider**” has the meaning attributed thereto in the TSX Company Manual in respect of the rules governing security-based compensation arrangements, as amended from time to time;

“**Market Value**” means at any date when the market value of Shares of the Corporation is to be determined, the three-day volume weighted average trading price of the Shares on the Trading Day prior to the date of grant on the principal stock exchange on which the Shares are listed, or if the Shares of the Corporation are not listed on any stock exchange, the value as is determined solely by the Board, acting reasonably and in good faith;

“**Non-Employee Directors**” means members of the Board who, at the time of execution of an Award Agreement, if applicable, and at all times thereafter while they continue to serve as a member of the Board, are not officers, senior executives or other employees of the Corporation or a Subsidiary, consultants or service providers providing ongoing services to the Corporation or its Affiliates;

“**Option**” means an option granted to the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Exercise Price, but subject to the provisions hereof;

“**Option Agreement**” means a written notice from the Corporation to a Participant evidencing the grant of Options and the terms and conditions thereof, substantially in the form set out in Appendix “A”, or such other form as the Board may approve from time to time;

“**Participants**” means Eligible Participants that are granted Awards under the Plan;

“**Participant’s Account**” means an account maintained to reflect each Participant’s participation in RSUs and/or PSUs under the Plan;

“**Performance Criteria**” means criteria established by the Board which, without limitation, may include criteria based on the Participant’s personal performance and/or the financial performance of the Corporation and/or of its Affiliates, and that may be used to determine the vesting of the Awards, when applicable;

“**Performance Period**” means the period determined by the Board pursuant to Section 4.4 hereof;

“Person” means an individual, corporation, company, cooperative, partnership, trust, unincorporated association, entity with juridical personality or governmental authority or body, and pronouns which refer to a Person shall have a similarly extended meaning;

“Plan” means this Omnibus Long-Term Incentive Plan, as amended and restated from time to time;

“PSU” means a right awarded to a Participant to receive a payment in the form of Shares as provided in Article 4 hereof and subject to the terms and conditions of this Plan;

“PSU Agreement” means a written notice from the Corporation to a Participant evidencing the grant of PSUs and the terms and conditions thereof, substantially in the form of Appendix “C”, or such other form as the Board may approve from time to time;

“Restriction Period” means the period determined by the Board pursuant to Section 4.3 hereof;

“RSU” means a right awarded to a Participant to receive a payment in the form of Shares as provided in Article 4 hereof and subject to the terms and conditions of this Plan;

“RSU Agreement” means a written notice from the Corporation to a Participant evidencing the grant of RSUs and the terms and conditions thereof, substantially in the form of Appendix “B”, or such other form as the Board may approve from time to time;

“Share Compensation Arrangement” means a stock option, stock option plan, employee stock purchase plan, long-term incentive plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to one or more employees, directors, officers or insiders of the Corporation or a Subsidiary. For greater certainty, a **“Share Compensation Arrangement”** does not include a security-based compensation arrangement used as an inducement to person(s) or company(ies) not previously employed by and not previously an insider of the Corporation;

“Shares” means the common shares in the capital of the Corporation;

“Share Unit” means a RSU or PSU, as the context requires;

“Share Unit Settlement Date” has the meaning determined in Section 4.6(1)(a);

“Share Unit Settlement Notice” means a notice by a Participant to the Corporation electing the desired form of settlement of vested RSUs or PSUs;

“Share Unit Vesting Determination Date” has the meaning described thereto in Section 4.5 hereof;

“Stock Exchange” means the CSE or the principal stock exchange on which the Shares are listed, as applicable from time to time;

“Subsidiary” means a corporation, company, partnership or other body corporate that is controlled, directly or indirectly, by the Corporation;

“Successor Corporation” has the meaning ascribed thereto in Section 6.1(2) hereof;

“Surrender” has the meaning ascribed thereto in Section 3.6(3);

“Surrender Notice” has the meaning ascribed thereto in Section 3.6(3);

“**Tax Act**” means the *Income Tax Act* (Canada) and its regulations thereunder, as amended from time to time;

“**Termination Date**” means the date on which a Participant ceases to be an Eligible Participant;

“**Trading Day**” means any day on which the Stock Exchange is opened for trading;

“**United States**” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia;

“**U.S. Participant**” means any Participant who is a United States citizen or United States resident alien as defined for purposes of Section 7701(b)(1)(A) of the Code or for whom an Award is otherwise subject to taxation under the Code; and

“**U.S. Securities Act**” means the U.S. Securities Act of 1933, as amended.

ARTICLE 2—PURPOSE AND ADMINISTRATION OF THE PLAN; GRANTING OF AWARDS

Section 2.1 Purpose of the Plan.

The purpose of this Plan is to advance the interests of the Corporation by: (i) providing Eligible Participants with additional incentives; (ii) encouraging stock ownership by such Eligible Participants; (iii) increasing the proprietary interest of Eligible Participants in the success of the Corporation; (iv) promoting growth and profitability of the Corporation; (v) encouraging Eligible Participants to take into account long-term corporate performance; (vi) rewarding Eligible Participants for sustained contributions to the Corporation and/or significant performance achievements of the Corporation; and (vii) enhancing the Corporation’s ability to attract, retain and motivate Eligible Participants.

Section 2.2 Implementation and Administration of the Plan.

- (1) Subject to Section 2.3, this Plan will be administered by the Board.
- (2) Subject to the terms and conditions set forth in this Plan, the Board is authorized to provide for the granting, exercise and method of exercise of Awards, all at such times and on such terms (which may vary between Awards granted from time to time) as it determines. In addition, the Board has the authority to (i) construe and interpret this Plan and all certificates, agreements or other documents provided or entered into under this Plan; (ii) prescribe, amend and rescind rules and regulations relating to this Plan; and (iii) make all other determinations necessary or advisable for the administration of this Plan. All determinations and interpretations made by the Board will be binding on all Participants and on their legal, personal representatives and beneficiaries.
- (3) No member of the Board will be liable for any action or determination taken or made in good faith in the administration, interpretation, construction or application of this Plan, any Award Agreement or other document or any Awards granted pursuant to this Plan.
- (4) The day-to-day administration of the Plan may be delegated to such committee of the Board and/or such officers and employees of the Corporation as the Board determines from time to time.
- (5) Subject to the provisions of this Plan, the Board has the authority to determine the limitations, restrictions and conditions, if any, applicable to the exercise of an Award.

Section 2.3 Delegation to Committee.

Despite Section 2.2 or any other provision contained in this Plan, the Board has the right to delegate the administration and operation of this Plan, in whole or in part, to a committee of the Board and/or to any member of the Board. In such circumstances, all references to the Board in this Plan include reference to such committee and/or member of the Board, as applicable.

Section 2.4 Eligible Participants.

- (1) The Persons who shall be eligible to receive Awards (“**Eligible Participants**”) shall be the bona fide directors, officers, senior executives, consultants, management company employees and other employees of the Corporation or a Subsidiary, providing ongoing services to the Corporation and its Affiliates.
- (2) Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Participant’s relationship, employment or appointment with the Corporation.
- (3) Notwithstanding any express or implied term of this Plan to the contrary, the granting of an Award pursuant to the Plan shall in no way be construed as a guarantee of employment or appointment by the Corporation.

Section 2.5 Shares Subject to the Plan.

- (1) Subject to adjustment pursuant to provisions of Article 6 hereof, the total number of Shares reserved and available for grant and issuance pursuant to Awards under the Plan shall not exceed 10% of the total issued and outstanding shares of the Corporation, including all issued and outstanding Shares and all issued and outstanding proportionate voting shares of the Corporation on an as-converted basis, from time to time or such other number as may be approved by the Stock Exchange and the shareholders of the Corporation from time to time. For the purposes of this Section 2.5(1), in the event that the Corporation cancels or purchases to cancel any of its issued and outstanding Shares (“**Cancellation**”) and as a result of such Cancellation the Corporation exceeds the limit set out in this Section 2.5(1), no approval of the Corporation’s shareholders will be required for the issuance of Shares on the exercise of any Options which were granted prior to such Cancellation.
- (2) Shares in respect of which an Award is granted under the Plan, but not exercised prior to the termination of such Award or not vested or settled prior to the termination of such Award due to the expiration, termination, cancellation or lapse of such Award, shall be available for Awards to be granted thereafter pursuant to the provisions of the Plan. All Shares issued pursuant to the exercise or the vesting of the Awards granted under the Plan shall be so issued as fully paid and non-assessable Shares.

Section 2.6 Participation Limits.

Subject to adjustment pursuant to provisions of Article 6 hereof, the aggregate number of Shares (i) issued to Insiders under the Plan or any other proposed or established Share Compensation Arrangement within any one-year period and (ii) issuable to Insiders at any time under the Plan or any other proposed or established Share Compensation Arrangement, shall in each case not exceed 10% of the total issued and outstanding Shares from time to time.

ARTICLE 3—OPTIONS

Section 3.1 Nature of Options.

An Option is an option granted by the Corporation to a Participant entitling such Participant to acquire a designated number of Shares from treasury at the Exercise Price, subject to the provisions hereof.

Section 3.2 Option Awards.

- (1) The Board shall, from time to time, in its sole discretion, (i) designate the Eligible Participants who may receive Options under the Plan, (ii) determine the number of Options, if any, to be granted to each Eligible Participant and the date or dates on which such Options shall be granted, (iii) determine the price per Share to be payable upon the exercise of each such Option (the “**Exercise Price**”), (iv) determine the relevant vesting provisions (including Performance Criteria, if applicable) and (v) determine the Expiry Date, the whole subject to the terms and conditions prescribed in this Plan, in any Option Agreement and any applicable rules of the Stock Exchange.
- (2) Subject to the terms of any Employment Agreement or other agreement between the Participant and the Corporation, or the Board expressly providing to the contrary, and except as otherwise provided in a Option Agreement, each Option shall vest as to 1/3 on the date of grant, 1/3 on the first anniversary of the date of grant, and 1/3 on the second anniversary of the date of grant.

Section 3.3 Exercise Price.

The Exercise Price for Shares that are the subject of any Option shall not be less than the Market Value of such Shares at the time of grant. The Exercise Price shall be fixed by the Board when such Option is granted, but, as long as the Shares are traded on a Stock Exchange, shall not be less than the greater of the closing market price of the Shares on (a) the Trading Day prior to the date of grant of the Option; and (b) the date of grant of the Option.

Section 3.4 Expiry Date; Blackout Period.

Subject to Section 6.2, each Option must be exercised no later than 10 years after the date the Option is granted or such shorter period as set out in the Participant’s Option Agreement, at which time such Option will expire (the “**Expiry Date**”). Notwithstanding any other provision of this Plan, each Option that would expire during a Black-Out Period shall expire on the date that is 10 Business Days immediately following the expiration of the Black-Out Period.

Section 3.5 Exercise of Options.

- (1) Subject to the provisions of this Plan, a Participant shall be entitled to exercise an Option granted to such Participant, subject to vesting limitations which may be imposed by the Board at the time such Option is granted.
- (2) Prior to its expiration or earlier termination in accordance with the Plan, each Option shall be exercisable as to all or such part or parts of the optioned Shares and at such time or times and/or pursuant to the achievement of such Performance Criteria and/or other vesting conditions as the Board may determine in its sole discretion.
- (3) No fractional Shares will be issued upon the exercise of Options granted under this Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the

exercise of an Option, or from an adjustment pursuant to Section 6.1, such Participant will only have the right to acquire the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

Section 3.6 Method of Exercise and Payment of Purchase Price.

- (1) Subject to the provisions of the Plan and the alternative exercise procedures set out herein, an Option granted under the Plan may be exercisable (from time to time as provided in Section 3.5 hereof) by the Participant (or by the liquidator, executor or administrator, as the case may be, of the estate of the Participant) by delivering an Exercise Notice to the Corporation in the form and manner determined by the Board from time to time, together with cash, a bank draft or certified cheque in an amount equal to the aggregate Exercise Price of the Shares to be purchased pursuant to the exercise of the Options and any applicable tax withholdings.
- (2) Pursuant to the Exercise Notice and subject to the approval of the Board, a Participant may choose to undertake a “cashless exercise” with the assistance of a broker in order to facilitate the exercise of such Participant’s Options. The “cashless exercise” procedure may include a sale of such number of Shares as is necessary to raise an amount equal to the aggregate Exercise Price for all Options being exercised by that Participant under an Exercise Notice and any applicable tax withholdings. Pursuant to the Exercise Notice, the Participant may authorize the broker to sell Shares on the open market by means of a short sale and forward the proceeds of such short sale to the Corporation to satisfy the Exercise Price and any applicable tax withholdings, promptly following which the Corporation shall issue the Shares underlying the number of Options as provided for in the Exercise Notice.
- (3) In addition, in lieu of exercising any vested Option in the manner described in this Section 3.6(1) or Section 3.6(2), and pursuant to the terms of this Article 3, a Participant may, by surrendering an Option (“**Surrender**”) with a properly endorsed notice of Surrender to the Corporate Secretary of the Corporation, substantially in the form of Schedule “B” to the Option Agreement (a “**Surrender Notice**”), elect to receive that number of Shares calculated using the following formula:

$$X = (Y * (A-B)) / A$$

Where:

X = the number of Shares to be issued to the Participant upon exercising such Options; provided that if the foregoing calculation results in a negative number, then no Shares shall be issued

Y = the number of Shares underlying the Options to be Surrendered

A = the Market Value of the Shares as at the date of the Surrender

B = the Exercise Price of such Options

- (4) Upon the exercise of an Option pursuant to Section 3.6(1) or Section 3.6(3), the Corporation shall, as soon as practicable after such exercise but no later than 10 Business Days following such exercise, forthwith cause the transfer agent and registrar of the Shares to deliver to the Participant such number of Shares as the Participant shall have then paid for and as are specified in such Exercise Notice.

ARTICLE 4—SHARE UNITS

Section 4.1 Nature of Share Units.

A Share Unit is an Award entitling the recipient to acquire Shares, at such purchase price (which may be zero) as determined by the Board, subject to such restrictions and conditions as the Board may determine at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives. Unless otherwise determined by the Board in its discretion, an Award of a Share Unit is considered a bonus for services rendered in the calendar year in which the Award is made.

Section 4.2 Share Unit Awards.

- (1) Subject to the provisions herein set forth and any shareholder or regulatory approval which may be required, the Board shall, from time to time, in its sole discretion, (i) designate the Eligible Participants who may receive RSUs and/or PSUs under the Plan, (ii) fix the number of RSUs and/or PSUs, if any, to be granted to each Eligible Participant and the date or dates on which such RSUs and/or PSUs shall be granted, and (iii) determine the relevant conditions and vesting provisions (including, in the case of PSUs, the applicable Performance Period and Performance Criteria, if any) and Restriction Period of such RSUs and/or PSUs, the whole subject to the terms and conditions prescribed in this Plan and in any RSU Agreement.
- (2) It is intended that the RSUs and PSUs not be treated as a “salary deferral arrangement” as defined in the Tax Act by reason of paragraph (k) thereof.
- (3) Subject to the vesting and other conditions and provisions set forth herein and in the RSU Agreement and/or PSU Agreement, the Board shall determine whether each RSU and/or PSU awarded to a Participant shall entitle the Participant: (i) to receive one Share issued from treasury; (ii) to receive the Cash Equivalent of one Share; or (iii) to elect to receive either one Share from treasury, the Cash Equivalent of one Share or a combination of cash and Shares.
- (4) Share Units shall be settled by the Participant at any time beginning on the first Business Day following their Share Unit Vesting Determination Date but no later than the Restriction Period.
- (5) Unless otherwise specified in the RSU Agreements, 1/3 of RSUs awarded pursuant to a RSU Agreement shall vest on the date of grant, 1/3 on the first anniversary of the date of grant, and 1/3 on the second anniversary of the date of grant.
- (6) Each Non-Employee Director may elect to receive all or a portion his or her annual retainer fee in the form of a grant of RSUs in each fiscal year. The number of RSUs shall be calculated as the amount of the Non-Employee Director’s annual retainer fee elected to be paid by way of RSUs divided by the Market Value. At the discretion of the Board, fractional RSUs will not be issued and any fractional entitlements will be rounded down to the nearest whole number.

Section 4.3 Restriction Period Applicable to Share Units.

The applicable restriction period in respect of a particular Share Unit shall be determined by the Board but in all cases shall end no later than December 31 of the calendar year which is three years after the calendar year in which the Award is granted (“**Restriction Period**”). For example, the Restriction Period for a grant made in June 2022 shall end no later than December 31, 2025.

Subject to the Board's determination, any vested Share Units with respect to a Restriction Period will be paid to Participants in accordance with Article 4, no later than the end of the Restriction Period. Unless otherwise determined by the Board, all unvested Share Units shall be cancelled on the Share Unit Vesting Determination Date (as such term is defined in Section 4.5) and, in any event, no later than the last day of the Restriction Period.

Section 4.4 Performance Criteria and Performance Period Applicable to PSU Awards.

- (1) For each award of PSUs, the Board shall establish the period in which any Performance Criteria and other vesting conditions must be met in order for a Participant to be entitled to receive Shares in exchange for all or a portion of the PSUs held by such Participant (the "**Performance Period**"), provided that such Performance Period may not expire after the end of the Restriction Period, being no longer than three years after the calendar year in which the Award was granted. For example, a Performance Period determined by the Board to be for a period of three financial years will start on the first day of the financial year in which the award is granted and will end on the last day of the second financial year after the year in which the grant was made. In such a case, for a grant made on January 4, 2022, the Performance Period will start on January 1, 2022 and will end on December 31, 2024.
- (2) For each award of PSUs, the Board shall establish any Performance Criteria and other vesting conditions in order for a Participant to be entitled to receive Shares in exchange for his or her PSUs.

Section 4.5 Share Unit Vesting Determination Date.

The vesting determination date means the date on which the Board determines if the Performance Criteria and/or other vesting conditions with respect to a RSU and/or PSU have been met (the "**Share Unit Vesting Determination Date**"), and as a result, establishes the number of RSUs and/or PSUs that become vested, if any. For greater certainty, the Share Unit Vesting Determination Date in respect of Share Units must fall after the end of the Performance Period, if applicable, but no later than the last day of the Restriction Period.

Section 4.6 Settlement of Share Unit Awards.

- (1) Subject to the terms of any Employment Agreement or other agreement between the Participant and the Corporation, or the Board expressly providing to the contrary, and except as otherwise provided in a RSU Agreement and/or PSU Agreement, in the event that the vesting conditions, the Performance Criteria and Performance Period, if applicable, of a Share Unit are satisfied:
 - (a) all of the vested Share Units covered by a particular grant may, subject to Section 4.6(4), be settled at any time beginning on the first Business Day following their Share Unit Vesting Determination Date but no later than the Restriction Period (the "**Share Unit Settlement Date**"); and
 - (b) a Participant is entitled to deliver to the Corporation, on or before the Share Unit Settlement Date, a Share Unit Settlement Notice in respect of any or all vested Share Units held by such Participant.
- (2) Subject to Section 4.6(4), settlement of Share Units shall take place promptly following the Share Unit Settlement Date and take the form set out in the Share Unit Settlement Notice through:

- (a) in the case of settlement of Share Units for their Cash Equivalent, delivery of a bank draft, certified cheque or other acceptable form of payment to the Participant representing the Cash Equivalent;
 - (b) in the case of settlement of Share Units for Shares, delivery of Shares to the Participant; or
 - (c) in the case of settlement of the Share Units for a combination of Shares and the Cash Equivalent, a combination of (a) and (b) above.
- (3) If a Share Unit Settlement Notice is not received by the Corporation on or before the Share Unit Settlement Date, settlement shall take the form of Shares issued from treasury as set out in Section 4.7(2).
- (4) Notwithstanding any other provision of this Plan, in the event that a Share Unit Settlement Date falls during a Black-Out Period and the Participant has not delivered a Share Unit Settlement Notice, then such Share Unit Settlement Date shall be automatically extended to the 10th Business Day following the date that such Black-Out Period is terminated. Where a Share Unit Settlement Date falls immediately after a Black-Out Period, and for greater certainty, not later than 10 Business Days after the Black-Out Period, then the Share Unit Settlement Date will be automatically extended by such number of days equal to 10 Business Days less the number of Business Days that a Share Unit Settlement Date is after the Black-Out Period.

Section 4.7 Determination of Amounts.

- (1) Cash Equivalent of Share Units. For purposes of determining the Cash Equivalent of Share Units to be made pursuant to Section 4.6, such calculation will be made on the Share Unit Settlement Date and shall equal the Market Value on the Share Unit Settlement Date multiplied by the number of vested Share Units in the Participant's Account which the Participant desires to settle in cash pursuant to the Share Unit Settlement Notice.
- (2) Payment in Shares; Issuance of Shares from Treasury. For the purposes of determining the number of Shares from treasury to be issued and delivered to a Participant upon settlement of Share Units pursuant to Section 4.6, such calculation will be made on the Share Unit Settlement Date and be the whole number of Shares equal to the whole number of vested Share Units then recorded in the Participant's Account which the Participant desires to settle pursuant to the Share Unit Settlement Notice. Shares issued from treasury will be issued in consideration for the past services of the Participant to the Corporation and the entitlement of the Participant under this Plan in respect of such Share Units settled for Shares shall be satisfied in full by such issuance of Shares.

Section 4.8 – Share Unit Award Agreements

Share Unit Awards shall be evidenced by an Award Agreement in such form not inconsistent with the Plan as the Board may from time to time determine. The Award Agreement may contain any such terms that the Corporation considers necessary in order to ensure that the Share Unit will comply with any provisions respecting restricted share units in the Tax Act or any other laws in force in any country or jurisdiction of which the Participant may from time to time be resident or citizen or the rules of any regulatory body having jurisdiction over the Corporation.

ARTICLE 5—GENERAL CONDITIONS

Section 5.1 General Conditions applicable to Awards.

Each Award, as applicable, shall be subject to the following conditions:

- (1) Employment - The granting of an Award to a Participant shall not impose upon the Corporation or a Subsidiary any obligation to retain the Participant in its employ in any capacity. For greater certainty, the granting of Awards to a Participant shall not impose any obligation on the Corporation to grant any awards in the future nor shall it entitle the Participant to receive future grants.
- (2) Rights as a Shareholder - Neither the Participant nor such Participant's personal representatives or legatees shall have any rights whatsoever as shareholder in respect of any Shares covered by such Participant's Awards until the date of issuance of a share certificate to such Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) or the entry of such person's name on the share register for the Shares. Without in any way limiting the generality of the foregoing, no adjustment shall be made for dividends or other rights for which the record date is prior to the date such share certificate is issued or entry of such person's name on the share register for the Shares.
- (3) Conformity to Plan – In the event that an Award is granted or an Award Agreement is executed which does not conform in all particulars with the provisions of the Plan, or purports to grant Awards on terms different from those set out in the Plan, the Award or the grant of such Award shall not be in any way void or invalidated, but the Award so granted will be adjusted to become, in all respects, in conformity with the Plan.
- (4) Non-Transferability – Except as set forth herein, Awards are not transferable. Awards may be exercised only upon the Participant's death, by the legal representative of the Participant's estate, provided that any such legal representative shall first deliver evidence satisfactory to the Corporation of entitlement to exercise any Award. A person exercising an Award may subscribe for Shares only in the person's own name or in the person's capacity as a legal representative.

Section 5.2 Dividend Share Units.

When dividends (other than stock dividends) are paid on Shares, Participants shall receive additional RSUs and/or PSUs, as applicable ("**Dividend Share Units**") as of the dividend payment date. The number of Dividend Share Units to be granted to the Participant shall be determined by multiplying the aggregate number of RSUs and/or PSUs, as applicable, held by the Participant on the relevant record date by the amount of the dividend paid by the Corporation on each Share, and dividing the result by the Market Value on the dividend payment date, which Dividend Share Units shall be in the form of RSUs and/or PSUs, as applicable. Dividend Share Units granted to a Participant in accordance with this Section 5.2 shall be subject to the same vesting conditions applicable to the related RSUs and/or PSUs. For greater certainty, any Dividend Share Units shall be counted towards the total number of Shares reserved and available for grant and issuance pursuant to Awards under the Plan in accordance with Section 2.5(1).

Section 5.3 Termination of Employment.

- (1) Subject to a written Employment Agreement of a Participant and as otherwise determined by the Board, each Share Unit and Option shall be subject to the following conditions:

- (a) Termination for Cause. Upon a Participant ceasing to be an Eligible Participant for “cause”, all unexercised vested or unvested Share Units and Options granted to such Participant shall terminate on the effective date of the termination as specified in the notice of termination. For the purposes of the Plan, the determination by the Corporation that the Participant was discharged for cause shall be binding on the Participant. “Cause” shall include, among other things, gross misconduct, theft, fraud, breach of confidentiality or breach of the Corporation’s Code of Ethics and any reason determined by the Corporation to be cause for termination.
 - (b) Retirement. In the case of a Participant’s retirement, any unvested Share Units and/or Options held by the Participant as at the Termination Date will continue to vest in accordance with their vesting schedules, and all vested Share Units and Options held by the Participant at the Termination Date may be exercised until the earlier of the expiry date of such Share Units and Options or one year following the Termination Date, provided that if the Participant is determined to have breached any post- employment restrictive covenants in favour of the Corporation, then any Share Units and/or Options held by the Participant, whether vested or unvested, will immediately expire and the Participant shall pay to the Corporation any “in-the-money” amounts realized upon exercise of Share Units and/or Options following the Termination Date.
 - (c) Resignation. In the case of a Participant ceasing to be an Eligible Participant due to such Participant’s resignation, subject to any later expiration dates determined by the Board, all Share Units and Options shall expire on the earlier of 90 days after the effective date of such resignation, or the expiry date of such Share Unit or Option, to the extent such Share Unit or Option was vested and exercisable by the Participant on the effective date of such resignation and all unexercised unvested Share Units and/or Options granted to such Participant shall terminate on the effective date of such resignation.
 - (d) Termination or Cessation. In the case of a Participant ceasing to be an Eligible Participant for any reason (other than for “cause”, resignation or death) the number of Share Units and/or Options that may vest is subject to pro ration over the applicable vesting or performance period and shall expire on the earlier of 90 days after the effective date of the Termination Date, or the expiry date of such Share Units and Options. For greater certainty, the pro ration calculation referred to above shall be net of previously vested Share Units and/or Options.
 - (e) Death. If a Participant dies while in his or her capacity as an Eligible Participant, all unvested Share Units and Options will immediately vest and all Share Units and Options will expire 180 days after the death of such Participant.
 - (f) Change of Control. If a participant is terminated without “cause” or resigns for good reason during the 12 month period following a Change of Control, or after the Corporation has signed a written agreement to effect a change of control but before the change of control is completed, then any unvested Share Units and/or Options will immediately vest and may be exercised prior to the earlier of 30 days of such date or the expiry date of such Options.
- (2) For the purposes of this Plan, a Participant’s employment with the Corporation or an Affiliate is considered to have terminated effective on the last day of the Participant’s actual and active employment with the Corporation or Affiliate, whether such day is selected by

agreement with the individual, unilaterally by the Corporation or Affiliate and whether with or without advance notice to the Participant. For the avoidance of doubt, no period of notice, if any, or payment instead of notice that is given or that ought to have been given under applicable law, whether by statute, imposed by a court or otherwise, in respect of such termination of employment that follows or is in respect of a period after the Participant's last day of actual and active employment will be considered as extending the Participant's period of employment for the purposes of determining his entitlement under this Plan.

- (3) The Participant shall have no entitlement to damages or other compensation arising from or related to not receiving any awards which would have settled or vested or accrued to the Participant after the date of cessation of employment or if working notice of termination had been given.

Section 5.4 Unfunded Plan.

Unless otherwise determined by the Board, this Plan shall be unfunded. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Awards under this Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Corporation. Notwithstanding the foregoing, any determinations made shall be such that the Plan continuously meets the requirements of paragraph 6801(d) of the Income Tax Regulations, adopted under the Tax Act or any successor provision thereto.

ARTICLE 6—ADJUSTMENTS AND AMENDMENTS

Section 6.1 Adjustment to Shares Subject to Outstanding Awards.

- (1) In the event of any subdivision of the Shares into a greater number of Shares at any time after the grant of an Award to a Participant and prior to the expiration of the term of such Award, the Corporation shall deliver to such Participant, at the time of any subsequent exercise or vesting of such Award in accordance with the terms hereof, in lieu of the number of Shares to which such Participant was theretofore entitled upon such exercise or vesting of such Award, but for the same aggregate consideration payable therefor, such number of Shares as such Participant would have held as a result of such subdivision if on the record date thereof the Participant had been the registered holder of the number of Shares to which such Participant was theretofore entitled upon such exercise or vesting of such Award.
- (2) In the event of any consolidation of Shares into a lesser number of Shares at any time after the grant of an Award to any Participant and prior to the expiration of the term of such Award, the Corporation shall deliver to such Participant at the time of any subsequent exercise or vesting of such Award in accordance with the terms hereof in lieu of the number of Shares to which such Participant was theretofore entitled upon such exercise or vesting of such Award, but for the same aggregate consideration payable therefor, such number of Shares as such Participant would have held as a result of such consideration if on the record date thereof the Participant had been the registered holder of the number of Shares to which such Participant was theretofore entitled upon such exercise or vesting of such Award.
- (3) If at any time after the grant of an Award to any Participant and prior to the expiration of the term of such Award, the Shares shall be reclassified, reorganized or otherwise changed, otherwise than as specified in Section 6.1(1) or Section 6.1(2) hereof or, subject to the provisions of Section 6.2(3) hereof, the Corporation shall consolidate, merge or

amalgamate with or into another corporation (the corporation resulting or continuing from such consolidation, merger or amalgamation being herein called the “**Successor Corporation**”), the Participant shall be entitled to receive upon the subsequent exercise or vesting of Award, in accordance with the terms hereof and shall accept in lieu of the number of Shares then subscribed for but for the same aggregate consideration payable therefor, the aggregate number of shares of the appropriate class or other securities of the Corporation or the Successor Corporation (as the case may be) or other consideration from the Corporation or the Successor Corporation (as the case may be) that such Participant would have been entitled to receive as a result of such reclassification, reorganization or other change of shares or, subject to the provisions of Section 6.2(3) hereof, as a result of such consolidation, merger or amalgamation, if on the record date of such reclassification, reorganization or other change of shares or the effective date of such consolidation, merger or amalgamation, as the case may be, such Participant had been the registered holder of the number of Shares to which such Participant was immediately theretofore entitled upon such exercise or vesting of such Award.

- (4) If, at any time after the grant of an Award to any Participant and prior to the expiration of the term of such Award, the Corporation shall make a distribution to all holders of Shares or other securities in the capital of the Corporation, or cash, evidences of indebtedness or other assets of the Corporation (excluding an ordinary course dividend in cash or shares, but including for greater certainty shares or equity interests in a subsidiary or business unit of the Corporation or one of its subsidiaries or cash proceeds of the disposition of such a subsidiary or business unit), or should the Corporation effect any transaction or change having a similar effect, then the price or the number of Shares to which the Participant is entitled upon exercise or vesting of Award shall be adjusted to take into account such distribution, transaction or change. The Board shall determine the appropriate adjustments to be made in such circumstances in order to maintain the Participants’ economic rights in respect of their Awards in connection with such distribution, transaction or change.

Section 6.2 Amendment or Discontinuance of the Plan.

- (1) The Board may amend the Plan or any Award at any time without the consent of the Participants provided that such amendment shall:
- (a) not adversely alter or impair any Award previously granted except as permitted by the provisions of Article 6 hereof;
 - (b) be in compliance with applicable law and subject to any regulatory approvals including, where required, the approval of the Stock Exchange; and
 - (c) be subject to shareholder approval, where required by law, the requirements of the Stock Exchange or the provisions of the Plan, provided that shareholder approval shall not be required for the following amendments and the Board may make any such amendments:
 - (i) amendments of a general “**housekeeping**” or clerical nature that, among others, clarify, correct or rectify any ambiguity, defective provision, error or omission in the Plan;
 - (ii) changes that alter, extend or accelerate the terms of vesting or settlement applicable to any Award;

- (iii) any amendment regarding the effect of termination of a Participant's employment or engagement;
 - (iv) any amendment to add or amend provisions relating to the granting of cash-settled awards, provision of financial assistance or clawbacks and any amendment to a cash-settled award, financial assistance or clawbacks provisions which are adopted;
 - (v) any amendment regarding the administration of this Plan;
 - (vi) any amendment necessary to comply with applicable law or the requirements of the Stock Exchange or any other regulatory body having authority over the Corporation, this Plan or the shareholders of the Corporation (provided, however, that any Stock Exchange shall have the overriding right in such circumstances to require shareholder approval of any such amendments); and
 - (vii) any other amendment that does not require the shareholder approval under Section 6.2(2).
- (2) Notwithstanding Section 6.2(1)(c), the Board shall be required to obtain shareholder approval to make the following amendments:
- (a) any change to the maximum number of Shares issuable from treasury under the Plan, except such increase by operation of Section 2.5 and in the event of an adjustment pursuant to Article 6;
 - (b) any amendment which reduces the exercise price of any Award, except in the case of an adjustment pursuant to Article 6;
 - (c) any amendment that would permit the introduction or reintroduction of Non-Employee Directors as Eligible Participants on a discretionary basis or any amendment that increases the limits previously imposed on Non-Employee Director participation;
 - (d) any amendment to remove or to exceed the insider participation limit set out in Section 2.6;
 - (e) any amendment to the amendment provisions of the Plan.
- (3) The Board may, subject to applicable regulatory approvals, decide that any of the provisions hereof concerning the effect of termination of the Participant's employment shall not apply for any reason acceptable to the Board.

Section 6.3 Change of Control.

- (1) Notwithstanding any other provision of this Plan, in the event of a Change of Control, the surviving, successor or acquiring entity shall assume any Awards or shall substitute similar options or share units for the outstanding Awards, as applicable. If the surviving, successor or acquiring entity does not assume the outstanding Awards or substitute similar options or share units for the outstanding Awards, as applicable, or if the Board otherwise determines in its discretion, the Corporation shall give written notice to all Participants advising that the Plan shall be terminated effective immediately prior to the Change of Control and all Options, RSUs (and related Dividend Share Units) and a

specified number of PSUs (and related Dividend Share Units) shall be deemed to be vested and, unless otherwise exercised, settled, forfeited or cancelled prior to the termination of the Plan, shall expire or, with respect to RSUs and PSUs be settled, immediately prior to the termination of the Plan. The number of PSUs which are deemed to be vested shall be determined by the Board, in its sole discretion, having regard to the level of achievement of the Performance Criteria prior to the Change of Control.

- (2) In the event of a Change of Control, the Board has the power to: (i) make such other changes to the terms of the Awards as it considers fair and appropriate in the circumstances, provided such changes are not adverse to the Participants; (ii) otherwise modify the terms of the Awards to assist the Participants to tender into a takeover bid or other arrangement leading to a Change of Control, and thereafter; and (iii) terminate, conditionally or otherwise, the Awards not exercised or settled, as applicable, following successful completion of such Change of Control. If the Change of Control is not completed within the time specified therein (as the same may be extended), the Awards which vest pursuant to this Section 6.3 shall be returned by the Corporation to the Participant and, if exercised or settled, as applicable, the Shares issued on such exercise or settlement shall be reinstated as authorized but unissued Shares and the original terms applicable to such Awards shall be reinstated.

ARTICLE 7—MISCELLANEOUS

Section 7.1 Currency.

Unless otherwise specifically provided, all references to dollars in this Plan are references to Canadian dollars.

Section 7.2 Compliance and Award Restrictions.

- (1) The Corporation's obligation to issue and deliver Shares under any Award is subject to: (i) the completion of such registration or other qualification of such Shares or obtaining approval of such regulatory authority as the Corporation shall determine to be necessary or advisable in connection with the authorization, issuance or sale thereof; (ii) the admission of such Shares to listing on any stock exchange on which such Shares may then be listed; and (iii) the receipt from the Participant of such representations, agreements and undertakings as to future dealings in such Shares as the Corporation determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction. The Corporation shall take all reasonable steps to obtain such approvals, registrations and qualifications as may be necessary for the issuance of such Shares in compliance with applicable securities laws and for the listing of such Shares on any stock exchange on which such Shares are then listed.
- (2) The Participant agrees to fully cooperate with the Corporation in doing all such things, including executing and delivering all such agreements, undertakings or other documents or furnishing all such information as is reasonably necessary to facilitate compliance by the Corporation with such laws, rules and requirements, including all tax withholding and remittance obligations.
- (3) No Awards will be granted where such grant is restricted pursuant to the terms of any trading policies or other restrictions imposed by the Corporation.
- (4) The Corporation is not obliged by any provision of this Plan or the grant of any Award under this Plan to issue or sell Shares if, in the opinion of the Board, such action would

constitute a violation by the Corporation or a Participant of any laws, rules and regulations or any condition of such approvals.

- (5) If Shares cannot be issued to a Participant upon the exercise or settlement of an Award due to legal or regulatory restrictions, the obligation of the Corporation to issue such Shares will terminate and, if applicable, any funds paid to the Corporation in connection with the exercise of any Options will be returned to the applicable Participant as soon as practicable.

Section 7.3 United States Securities Law Matters.

No Awards shall be made in the United States and no Shares shall be issued upon exercise of, or pursuant to, any such Awards in the United States unless such securities are registered under the U.S. Securities Act or any applicable U.S. state securities laws, or an exemption from such registration is available. Any Awards issued in the United States, and any Shares issued upon exercise thereof or pursuant thereto, will be “restricted securities” (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act). Any certificate or instrument representing such securities shall bear a legend restricting transfer under applicable United States federal and state securities laws in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY [AND THE SECURITIES ISSUABLE UPON EXERCISE/CONVERSION HEREOF OR PURSUANT HERETO] HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR ANY U.S. STATE SECURITIES LAWS. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (D) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE U.S. STATE SECURITIES LAWS, AND, IN THE CASE OF TRANSFERS UNDER EITHER CLAUSE (C) OR (D), THE HOLDER HAS FURNISHED TO THE CORPORATION AND ITS TRANSFER AGENT AN OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE CORPORATION TO THE EFFECT THAT SUCH EXEMPTION(S) ARE AVAILABLE. THESE SECURITIES MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON CANADIAN STOCK EXCHANGES.”

The Board may require that a Participant provide certain representations, warranties and certifications to the Corporation to satisfy the requirements of applicable securities laws, including without limitation, the registration requirements of the U.S. Securities Act and applicable state securities laws or exemptions or exclusions therefrom.

Section 7.4 Use of an Administrative Agent and Trustee.

The Board may in its sole discretion appoint from time to time one or more entities to act as administrative agent to administer the Awards granted under the Plan and to act as trustee to hold and administer the assets that may be held in respect of Awards granted under the Plan, the whole in accordance with the terms and conditions determined by the Board in its sole discretion. The Corporation and the administrative agent will maintain records showing the number of Awards granted to each Participant under the Plan.

Section 7.5 Tax Withholding.

- (1) Notwithstanding any other provision of this Plan, all distributions, delivery of Shares or payments to a Participant (or to the liquidator, executor or administrator, as the case may be, of the estate of the Participant) under the Plan shall be made net of applicable source deductions. If the event giving rise to the withholding obligation involves an issuance or delivery of Shares, then, the withholding obligation may be satisfied by (a) having the Participant elect to have the appropriate number of such Shares sold by the Corporation, the Corporation's transfer agent and registrar or any trustee appointed by the Corporation pursuant to Section 7.1 hereof, on behalf of and as agent for the Participant as soon as permissible and practicable, with the proceeds of such sale being delivered to the Corporation, which will in turn remit such amounts to the appropriate governmental authorities, or (b) any other mechanism as may be required or appropriate to conform with local tax and other rules.
- (2) The sale of Shares by the Corporation, or by a broker engaged by the Corporation (the "**Broker**"), under Section 7.5(1) or under any other provision of the Plan will be made on the Stock Exchange. The Participant consents to such sale and grants to the Corporation an irrevocable power of attorney to effect the sale of such Shares on his behalf and acknowledges and agrees that (i) the number of Shares sold will be, at a minimum, sufficient to fund the withholding obligations net of all selling costs, which costs are the responsibility of the Participant and which the Participant hereby authorizes to be deducted from the proceeds of such sale; (ii) in effecting the sale of any such Shares, the Corporation or the Broker will exercise its sole judgment as to the timing and the manner of sale and will not be obligated to seek or obtain a minimum price; and (iii) neither the Corporation nor the Broker will be liable for any loss arising out of such sale of the Shares including any loss relating to the pricing, manner or timing of the sales or any delay in transferring any Shares to a Participant or otherwise.
- (3) The Participant further acknowledges that the sale price of the Shares will fluctuate with the market price of the Shares and no assurance can be given that any particular price will be received upon any sale.
- (4) Notwithstanding the first paragraph of this Section 7.5, the applicable tax withholdings may be waived where the Participant directs in writing that a payment be made directly to the Participant's registered retirement savings plan in circumstances to which regulation 100(3) of the regulations of the Tax Act apply.

Section 7.6 Reorganization of the Corporation.

The existence of any Awards shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation or to create or issue any bonds, debentures, shares or other securities of the Corporation or the rights and conditions attaching thereto or to affect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

Section 7.7 Governing Laws.

The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Section 7.8 Severability.

The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from the Plan.

Section 7.9 Effective Date of the Plan.

The Plan was approved by the Board and shall take effect as of March 24, 2022.

ADDENDUM FOR U.S. PARTICIPANTS
YOURWAY CANNABIS BRANDS INC.
OMNIBUS LONG-TERM INCENTIVE PLAN

The provisions of this Addendum apply to Awards held by a U.S. Participant. All capitalized terms used in this Addendum but not defined in Section 1 below have the meanings attributed to them in the Plan. The Section references set forth below match the Section references in the Plan. This Addendum shall have no other effect on any other terms and provisions of the Plan except as set forth below.

1. Definitions

“cause” has the meaning attributed under Section 5.3(1)(a) of the Plan, provided however that the Participant has provided the Corporation (or applicable Subsidiary) with written notice of the acts or omissions constituting grounds for **“cause”** within 90 days of such act or omission and the Corporation (or applicable Subsidiary) shall have failed to rectify, as determined by the Board acting reasonably, any such acts or omissions within 30 days of the Corporation’s (or applicable Subsidiary’s) receipt of such notice.

“retirement” means, with respect to a U.S. Participant, a Separation from Service, other than due to death or by action of the Company for cause (including if the Company determines after the date of the Separation from Service that it could have terminated the U.S. Participant for cause), after the U.S. Participant has attained either (i) age 65 or (ii) age 55 with at least 10 years of service with the Company.

“Separation from Service” means, with respect to a U.S. Participant, any event that constitutes a “separation from service” as defined under Code Section 409A.

“Specified Employee” means a “specified employee” as defined under Code Section 409A.

2. Expiry Date of Options

Notwithstanding anything to the contrary in Section 3.4 of the Plan or otherwise, in no event, including as a result of any Black-Out Period or any termination of employment, shall the expiration of any Option issued to a U.S. Participant be extended beyond the original Expiry Date if such Option has an Exercise Price that is less than the Market Value on the date of the proposed extension.

3. Non-Employee Directors

A Non-Employee Director who is also a U.S. Participant and wishes to have all or any part of his or her annual retainer fees paid in the form of RSUs shall irrevocably elect such payment form by December 31 of the year prior to the calendar year during which the annual retainer fees are to be earned. Any election made under this Section 3 shall be irrevocable during the calendar year to which it applies, and shall apply to annual retainers earned in future calendar years unless and until the U.S. Participant makes a later election in accordance with the terms of this Section 3 of the Addendum. With respect to the calendar year in which a U.S. Participant becomes a Non-Employee Director, so long as such individual has never previously been eligible to participate in any deferred compensation plan sponsored by the Corporation, such individual may make the election described in this Section 3 of the Addendum within the first 30 days of becoming eligible to participate in the Plan, but solely with respect to the portion of the annual retainer not earned before the date such election is made, all in accordance with Code Section 409A. Notwithstanding anything to the contrary in Article 4 of the Plan and except as otherwise set forth herein, any RSUs

issued to a U.S. Participant that is a Non-Employee Director in lieu of retainer fees shall be settled on earlier of (i) the U.S. Participant's Separation from Service, or (ii) a Change of Control provided that such Change of Control constitutes a "change in control event" within the meaning of Code Section 409A.

4. Settlement of Share Unit Awards.

- (a) Notwithstanding anything to the contrary in Article 4 of the Plan and except as otherwise set forth herein (including Section 3 of this Addendum as applicable to Non-Employee Directors), and unless otherwise provided in the applicable Award Agreement, all of the vested Share Units subject to any RSU or PSU shall be settled as soon as administratively practicable after the applicable Share Unit Vesting Determination Date, and in no event later than March 15 of the calendar following the calendar year in which (i) the relevant vesting date occurs for an RSU or (ii) the relevant Performance Period ends for a PSU.
- (b) Notwithstanding the foregoing but subject to the provisions of the applicable Award Agreement, for a U.S. Participant who is eligible for retirement at any time during the vesting period of an award of Share Units, payments shall be made following Separation from Service in accordance with Section 5.3(1)(b) of the Plan based on the original vesting schedule and subject to compliance with applicable restrictive covenants, but in no event will payment be made later than the later of (i) the end of the calendar year in which the applicable vest date occurs, or (ii) the 15th day of the third calendar month following the calendar month in which the vesting date occurs.
- (c) The Board may permit or require the deferral of any payment of vested Share Units for a U.S. Participant into a deferred compensation arrangement, subject to such rules and procedures as it may establish and in accordance with Code Section 409A, which may include provisions for the payment or crediting of interest or dividend equivalents, including converting such credits into deferred Share Units.
- (d) For the avoidance of doubt, Section 4.6(4) of the Plan shall not apply to any Award issued to a U.S. Participant.

5. Dividend Share Units

For purposes of clarity, any Dividend Share Units issued to any U.S. Participant shall be settled at the same time as the underlying RSUs or PSUs for which they were awarded.

6. Treatment of Options Upon Death

For the avoidance of doubt, in the event that a U.S. Participant dies, his or her vested Options shall expire on the earlier of the original expiry date or 180 days after the death of such Participant.

7. Specified Employee

Notwithstanding anything to the contrary in the Plan or any Award Agreement, to the extent required to avoid accelerated taxation and additional taxes and penalties under Code Section 409A, amounts that would otherwise be payable pursuant to the Plan to a U.S. Participant who is a Specified Employee due to the Specified Employee's Separation from Service shall instead be paid on the first payroll date after the six-month period following the Separation from Service (or the Specified Employee's death, if earlier).

8. Adjustments.

Notwithstanding anything to the contrary in Article 6 of the Plan, any adjustment to an Option held by any U.S. Participant shall be made in compliance with the Code which for the avoidance of doubt may include an adjustment to the number of Shares subject thereto, in addition to an adjustment to the Exercise Price thereof.

9. General

Notwithstanding any provision of the Plan to the contrary, all provisions of the Plan shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. If any provision of the Plan contravenes Code Section 409A or could cause the U.S. Participant to incur any tax, interest or penalties under Code Section 409A, the Board may, in its sole discretion and without the U.S. Participant's consent, modify such provision to: (i) comply with, or avoid being subject to, Code Section 409A, or to avoid incurring taxes, interest and penalties under Code Section 409A; and/or (ii) maintain, to the maximum extent practicable, the original intent and economic benefit to the U.S. Participant of the applicable provision without materially increasing the cost to the Corporation or contravening Code Section 409A. However, the Corporation shall have no obligation to modify the Plan or any Share Unit and does not guarantee that Share Units will not be subject to taxes, interest and penalties under Code Section 409A. Each U.S. Participant is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for the account of such U.S. Participant in connection with the Plan or any other plan maintained by the Corporation (including any taxes and penalties under Code Section 409A), and neither the Corporation nor any Subsidiary of the Corporation shall have any obligation to indemnify or otherwise hold such U.S. Participant (or any beneficiary) harmless from any or all of such taxes or penalties.

**APPENDIX “A”
FORM OF OPTION AGREEMENT**

[Please note that the following restrictive legend should be included on Options issued in the United States when the underlying securities are not registered under the United States Securities Act of 1933, as amended:

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR ANY U.S. STATE SECURITIES LAWS. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (D) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE U.S. STATE SECURITIES LAWS, AND, IN THE CASE OF TRANSFERS UNDER EITHER CLAUSE (C) OR (D), THE HOLDER HAS FURNISHED TO THE CORPORATION AND ITS TRANSFER AGENT AN OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE CORPORATION TO THE EFFECT THAT SUCH EXEMPTION(S) ARE AVAILABLE. THESE SECURITIES MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON CANADIAN STOCK EXCHANGES.]

**YOURWAY CANNABIS BRANDS INC.
OPTION AGREEMENT**

This Stock Option Agreement (the “**Option Agreement**”) is granted by YourWay Cannabis Brands Inc. (the “**Corporation**”), in favour of the optionee named below (the “**Optionee**”) pursuant to and on the terms and subject to the conditions of the Corporation’s Omnibus Long-Term Incentive Plan (the “**Plan**”). Capitalized terms used and not otherwise defined in this Option Agreement shall have the meanings set forth in the Plan.

The terms of the option (the “**Option**”), in addition to those terms set forth in the Plan, are as follows:

1. Optionee. The Optionee is [●] and the address of the Optionee is currently [●].
2. Number of Shares. The Optionee may purchase up to [●] Shares of the Corporation (the “**Option Shares**”) pursuant to this Option, as and to the extent that the Option vests and becomes exercisable as set forth in Section 6 of this Option Agreement.
3. Exercise Price. The exercise price is Cdn \$ [●] per Option Share (the “**Exercise Price**”).
4. Date Option Granted. The Option was granted on [●].
5. Expiry Date. The Option terminates on [●]. (the “**Expiry Date**”).
6. Vesting. The Option to purchase Option Shares shall vest and become exercisable as follows: [●]

7. Exercise of Options. In order to exercise the Option, the Optionee shall notify the Corporation in the form annexed hereto as Schedule "A", whereupon the Corporation shall use reasonable efforts to cause the Optionee to receive a certificate representing the relevant number of fully paid and non-assessable Shares in the Corporation.
8. Transfer of Option. The Option is not transferable or assignable except in accordance with the Plan.
9. Inconsistency. This Option Agreement is subject to the terms and conditions of the Plan and, in the event of any inconsistency or contradiction between the terms of this Option Agreement and the Plan, the terms of the Plan shall govern.
10. Severability. Wherever possible, each provision of this Option Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Option Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Option Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
11. Entire Agreement. This Option Agreement and the Plan embody the entire agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.
12. Successors and Assigns. This Option Agreement shall bind and enure to the benefit of the Optionee and the Corporation and their respective successors and permitted assigns.
13. Time of the Essence. Time shall be of the essence of this Agreement and of every part hereof.
14. Governing Law. This Agreement and the Option shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
15. Counterparts. This Option Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

By signing this Agreement, the Optionee acknowledges that the Optionee has been provided a copy of and has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

IN WITNESS WHEREOF the parties hereof have executed this Option Agreement as of the _____ day of _____, 20____.

YOURWAY CANNABIS BRANDS INC.

By: _____
 Name:
 Title:

Witness

[Insert Participant's Name]

SCHEDULE "A"
ELECTION TO EXERCISE STOCK OPTIONS

TO: YOURWAY CANNABIS BRANDS INC. (the "Corporation")

The undersigned Optionee hereby elects to exercise Options granted by the Corporation to the undersigned pursuant to an Award Agreement dated _____, 20__ under the Corporation's Omnibus Long-Term Incentive Plan (the "Plan"), for the number Shares set forth below. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Plan.

Number of Shares to be Acquired: _____

Exercise Price (per Share): Cdn.\$ _____

Aggregate Purchase Price: Cdn.\$ _____

Amount enclosed that is payable on account of any source deductions relating to this Option exercise (contact the Corporation for details of such amount): Cdn.\$ _____

Or check here if alternative arrangements have been made with the Corporation;

and hereby tenders a certified cheque, bank draft or other form of payment confirmed as acceptable by the Corporation for such aggregate purchase price, and, if applicable, all source deductions, and directs such Shares to be registered in the name of _____.

I hereby agree to file or cause the Corporation to file on my behalf, on a timely basis, all insider reports and other reports that I may be required to file under applicable securities laws. I understand that this request to exercise my Options is irrevocable.

The Optionee represents, warrants and certifies as follows (only one of the following must be checked):

A. **Outside the United States.** The undersigned holder (a) at the time of exercise of the Options is not in the United States of America, its territories or possessions, any state of the United States or the District of Columbia (collectively, the "United States"), (b) is not exercising such Options on behalf of a person in the United States, and (c) did not execute or deliver this Stock Option Exercise Form in the United States; or

B. **Inside the United States.** The undersigned (a) at the time of exercise of these Options is in the "United States," (b) is exercising such Options on behalf of a person in the United States, or (c) did execute or deliver this Stock Option Exercise Form in the United States.

The Optionee understands that unless Box A above is checked and the Shares are registered under applicable United States federal and state securities laws, any certificate representing the Shares may bear a legend restricting transfer without registration under the U.S. Securities Act and applicable state securities laws unless an exemption from registration is available.

[Signature Page Follows]

DATED this _____ day of _____, _____.

Signature of Participant

Name of Participant (Please Print)

SCHEDULE "B"
SURRENDER NOTICE

TO: YOURWAY CANNABIS BRANDS INC. (the "**Corporation**")

The undersigned Optionee hereby elects to surrender _____ Options granted by the Corporation to the undersigned pursuant to an Award Agreement dated _____, 20__ under the Corporation's Omnibus Long-Term Incentive Plan (the "**Plan**") in exchange for Shares as calculated in accordance with Section 3.6(3) of the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Plan.

Please issue a certificate or certificates representing the Shares in the name of _____.

I hereby agree to file or cause the Corporation to file on my behalf, on a timely basis, all insider reports and other reports that I may be required to file under applicable securities laws. I understand that this request to surrender my Options is irrevocable.

DATED this _____ day of _____, _____.

Signature of Participant

Name of Participant (Please Print)

**APPENDIX “B”
FORM OF RSU AGREEMENT**

[Please note that the following restrictive legend should be included on RSUs and any underlying Shares issued in the United States when the underlying securities are not registered under the United States Securities Act of 1933, as amended:

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR ANY U.S. STATE SECURITIES LAWS. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (D) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE U.S. STATE SECURITIES LAWS, AND, IN THE CASE OF TRANSFERS UNDER EITHER CLAUSE (C) OR (D), THE HOLDER HAS FURNISHED TO THE CORPORATION AND ITS TRANSFER AGENT AN OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE CORPORATION TO THE EFFECT THAT SUCH EXEMPTION(S) ARE AVAILABLE. THESE SECURITIES MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON CANADIAN STOCK EXCHANGES.]

**YOURWAY CANNABIS BRANDS INC.
RESTRICTED SHARE UNIT AGREEMENT**

This restricted share unit agreement (“**RSU Agreement**”) is granted by YourWay Cannabis Brands Inc. (the “**Corporation**”) in favour of the Participant named below (the “**Recipient**”) of the restricted share units (“**RSUs**”) pursuant to the Corporation’s Omnibus Long-Term Incentive Plan (the “**Plan**”). Capitalized terms used and not otherwise defined in this RSU Agreement shall have the meanings set forth in the Plan.

The terms of the RSUs, in addition to those terms set forth in the Plan, are as follows:

1. Recipient. The Recipient is [●] and the address of the Recipient is currently [●].
2. Grant of RSUs. The Recipient is hereby granted [●] RSUs.
3. Restriction Period. In accordance with Section 4.3 of the Plan, the restriction period in respect of the RSUs granted hereunder, as determined by the Board, shall commence on [●] and terminate on [●].
4. Performance Criteria. [●].
5. Performance Period. [●].
6. Vesting. The RSUs will vest as follows: [●].
7. Transfer of RSUs. The RSUs granted hereunder are not transferable or assignable except in accordance with the Plan.

8. Inconsistency. This RSU Agreement is subject to the terms and conditions of the Plan and, in the event of any inconsistency or contradiction between the terms of this RSU Agreement and the Plan, the terms of the Plan shall govern.
9. Severability. Wherever possible, each provision of this RSU Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this RSU Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this RSU Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
10. Entire Agreement. This RSU Agreement and the Plan embody the entire agreement.
11. Successors and Assigns. This RSU Agreement shall bind and enure to the benefit of the Recipient and the Corporation and their respective successors and permitted assigns.
12. Time of the Essence. Time shall be of the essence of this Agreement and of every part hereof.
13. Governing Law. This RSU Agreement and the RSUs shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
14. Counterparts. This RSU Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

By signing this RSU Agreement, the Recipient acknowledges that he or she has been provided with, has read and understands the Plan and this RSU Agreement.

IN WITNESS WHEREOF the parties hereof have executed this RSU Agreement as of the _____ day of _____, 20____.

YOURWAY CANNABIS BRANDS INC.

By: _____
 Name:
 Title:

 Witness

 [Insert Participant's Name]

**APPENDIX “C”
FORM OF PSU AGREEMENT**

[Please note that the following restrictive legend should be included on PSUs and any underlying Shares issued in the United States when the underlying securities are not registered under the United States Securities Act of 1933, as amended:

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR ANY U.S. STATE SECURITIES LAWS. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (D) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE U.S. STATE SECURITIES LAWS, AND, IN THE CASE OF TRANSFERS UNDER EITHER CLAUSE (C) OR (D), THE HOLDER HAS FURNISHED TO THE CORPORATION AND ITS TRANSFER AGENT AN OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE CORPORATION TO THE EFFECT THAT SUCH EXEMPTION(S) ARE AVAILABLE. THESE SECURITIES MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON CANADIAN STOCK EXCHANGES.]

**YOURWAY CANNABIS BRANDS INC.
PERFORMANCE SHARE UNIT AGREEMENT**

This performance share unit agreement (“**PSU Agreement**”) is granted by YourWay Cannabis Brands Inc. (the “**Corporation**”) in favour of the Participant named below (the “**Recipient**”) of the performance share units (“**PSUs**”) pursuant to the Corporation’s Omnibus Long-Term Incentive Plan (the “**Plan**”). Capitalized terms used and not otherwise defined in this PSU Agreement shall have the meanings set forth in the Plan.

The terms of the PSUs, in addition to those terms set forth in the Plan, are as follows:

1. Recipient. The Recipient is [●] and the address of the Recipient is currently [●].
2. Grant of PSUs. The Recipient is hereby granted [●] PSUs.
3. Restriction Period. In accordance with Section 4.3 of the Plan, the restriction period in respect of the PSUs granted hereunder, as determined by the Board, shall commence on [●] and terminate on [●].
4. Performance Criteria. [●].
5. Performance Period. [●].
6. Vesting. The PSUs will vest as follows: [●].
7. Transfer of PSUs. The PSUs granted hereunder are not transferable or assignable except in accordance with the Plan.

8. Inconsistency. This PSU Agreement is subject to the terms and conditions of the Plan and, in the event of any inconsistency or contradiction between the terms of this PSU Agreement and the Plan, the terms of the Plan shall govern.
9. Severability. Wherever possible, each provision of this PSU Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this PSU Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this PSU Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
10. Entire Agreement. This PSU Agreement and the Plan embody the entire agreement.
11. Successors and Assigns. This PSU Agreement shall bind and enure to the benefit of the Recipient and the Corporation and their respective successors and permitted assigns.
12. Time of the Essence. Time shall be of the essence of this Agreement and of every part hereof.
13. Governing Law. This PSU Agreement and the PSUs shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
14. Counterparts. This PSU Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

By signing this PSU Agreement, the Recipient acknowledges that he or she has been provided with, has read and understands the Plan and this PSU Agreement.

IN WITNESS WHEREOF the parties hereof have executed this PSU Agreement as of the _____ day of _____, 20____.

YOURWAY CANNABIS BRANDS INC.

By: _____
 Name:
 Title:

 Witness

 [Insert Participant's Name]

APPENDIX "D"
FORM OF U.S. PARTICIPANT/NON-EMPLOYEE DIRECTOR ELECTION FORM

YOURWAY CANNABIS BRANDS INC.

I _____ [name] wish to defer 100% of my annual retainer (including any annual retainers or fees for service on committees of the Board) for the calendar year [●] and any future calendar years unless and until I make a new election in accordance with the Plan and the Addendum. I understand that the Share Unit Settlement Date shall be the earlier of (i) my Separation from Service or (ii) a Change of Control in respect of all of such RSUs (including any accumulated Dividend Share Units), all in accordance with and subject to the Plan and the special provisions of the Addendum to the Plan applicable to U.S. Participants.

I understand that this election shall be irrevocable as of the last date in which I am permitted to make such election in accordance with Section 3 of the Addendum to the Plan and I shall only be permitted to revoke or modify this election up to such date. I understand that this election shall apply to any other grants of RSUs that I may be granted in the future (if any) in respect of any retainer fees payable in future calendar years (and will become irrevocable as of December 31 of the prior calendar year) until I make a later election, which election shall be made no later than the date set forth in Section 3 of the Addendum to the Plan.

All capitalized terms not defined in this Election Form have the meaning set out in the Plan.

I understand and agree that the granting and settlement of RSUs are subject to the terms and conditions of the Plan which are incorporated into and form a part of this Election Form.

Non-Employee Director Name

Date

Witness

Date

SCHEDULE "C"
AUDIT COMMITTEE CHARTER

See attached.

YOURWAY CANNABIS BRANDS INC.

CHARTER OF THE AUDIT COMMITTEE OF THE BOARD OF DIRECTORS

1. PURPOSE OF THIS CHARTER

The Audit Committee (the “**Committee**”) is appointed by the Board of Directors (the “**Board**”) of YourWay Cannabis Brands Inc. (the “**Corporation**”) to assist the Board in fulfilling its oversight responsibilities relating to financial accounting, reporting and internal controls for the Corporation. The Committee’s primary duties and responsibilities are to:

- a) conduct such reviews and discussions with management and the external auditors relating to the audit and financial reporting as are deemed appropriate by the Committee;
- b) assess the integrity of internal controls and financial reporting procedures of the Corporation and ensure implementation of such controls and procedures;
- c) review the quarterly and annual financial statements and management’s discussion and analysis of the Corporation’s financial position and operating results and in the case of the annual financial statements and related management’s discussion and analysis, report thereon to the Board for approval of same;
- d) select and monitor the independence and performance of the Corporation’s external auditors, including attending at private meetings with the external auditors and reviewing and approving all renewals or dismissals of the external auditors and their remuneration; and
- e) provide oversight of all disclosure relating to, and information derived from, financial statements and management’s discussion and analysis.

The Committee has the authority to conduct any investigation appropriate to its responsibilities, and it may request the external auditors, as well as any officer of the Corporation, or outside counsel for the Corporation, to attend a meeting of the Committee or to meet with any members of, or advisors to, the Committee. The Committee shall have unrestricted access to the books and records of the Corporation and has the authority to retain, at the expense of the Corporation, special legal, accounting, or other consultants or experts to assist in the performance of the Committee’s duties.

The Committee shall review and assess the adequacy of this Charter annually and submit any proposed revisions to the Board for approval.

In fulfilling its responsibilities, the Committee will carry out the specific duties set out in Part 4 of this Charter.

2. AUTHORITY OF THE AUDIT COMMITTEE

The Committee shall have the authority to:

- a) engage independent counsel and other advisors as it determines necessary to carry out its duties;
- b) set and pay the compensation for advisors employed by the Committee; and
- c) communicate directly with the internal and external auditors of the Corporation.

3. COMPOSITION AND MEETINGS

The Committee and its membership shall meet all applicable legal, regulatory and listing requirements, including, without limitation, those of the British Columbia Securities Commission (“**BCSC**”), any exchange upon which the securities of the Corporation are listed, the *British Columbia Business Corporations Act* and all applicable securities regulatory authorities.

- a) The Committee shall be composed of three or more directors as shall be designated by the Board from time to time. Unless a Chair is elected by the Board, the members of the Committee shall designate from amongst themselves by majority vote of the full Committee a member who shall serve as Chair. The position description and responsibilities of the Chair are set out in Schedule “A” attached hereto.
- b) Each of the members of the Committee shall meet all applicable legal, regulatory and listing requirements, including, without limitation, those of the Toronto Stock Exchange, the *British Columbia Business Corporations Act*, and all applicable securities regulatory authorities. Each of the members of the Committee shall be “independent” and “financially literate”. An “independent” director is a director who has no direct or indirect material relationship with the Corporation. A “material relationship” is a relationship which, in the view of the Board, could be reasonably expected to interfere with the exercise of the director’s independent judgement or a relationship deemed to be a material relationship pursuant to Sections 1.4 and 1.5 of National Instrument 52-110 — *Audit Committees*, as set out in Schedule “B” hereto. A “financially literate” director is a director who has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the accounting issues that can be reasonably expected to be raised in the Corporation’s financial statements.
- c) Each member of the Committee shall serve at the pleasure of the Board. The Committee shall report to the Board.
- d) The Committee shall meet at least quarterly, at the discretion of the Chair or a majority of its members, as circumstances dictate or as may be required by applicable legal or listing requirements. A minimum of two and at least 50% of the members of the Committee present, either in person or by telephone, shall constitute a quorum.
- e) If within one hour of the time appointed for a meeting of the Committee, a quorum is not present, the meeting shall stand adjourned to the same hour on the next business day following the date of such meeting at the same place. If at the adjourned meeting a quorum is not present within one hour of the time appointed for such adjourned meeting, such meeting shall stand adjourned to the same hour on the second business day following the date of such meeting at the same place. If at the second adjourned meeting a quorum is not present, the quorum for the adjourned meeting shall consist of the members then present (a “**Reduced Quorum**”).
- f) If, and whenever a vacancy shall exist, the remaining members of the Committee may exercise all of its powers and responsibilities so long as a quorum remains in office or a Reduced Quorum is present in respect of a specific Committee meeting.
- g) The time and place at which meetings of the Committee shall be held, and procedures at such meetings, shall be determined from time to time by the Committee. A meeting of the Committee may be called by letter, telephone, facsimile, email or other means of communication, by giving at least 48 hours’ notice, provided that no notice of a meeting shall be necessary if all of the members are present either in person or by means of conference telephone or if those absent have waived notice or otherwise signified their consent to the holding of such meeting.

- h) Any member of the Committee may participate in the meeting of the Committee by means of conference telephone or other communication equipment, and the member participating in a meeting pursuant to this paragraph shall be deemed, for the purposes hereof, to be present in person at the meeting.
- i) The Committee shall keep minutes of its meetings. The Committee may, from time to time, appoint any person who need not be a member, to act as a secretary at any meeting.
- j) Any director of the Corporation may attend meetings of the Committee, and the Committee may invite such officers and employees of the Corporation and its subsidiaries as the Committee may see fit, from time to time, to attend at meetings of the Committee.
- k) Any matters to be determined by the Committee shall be decided by a majority of votes cast at a meeting of the Committee called for such purpose. Actions of the Committee may be taken by an instrument or instruments in writing signed by all of the members of the Committee, and such actions shall be effective as though they had been decided by a majority of votes cast at a meeting of the Committee called for such purpose. The Committee shall report its determinations to the Board at the next scheduled meeting of the Board, or earlier as the Committee deems necessary.
- l) The Committee members will be appointed annually at the first meeting of the Board following the annual general meeting of shareholders.
- m) The Board may at any time amend or rescind any of the provisions hereof, or cancel them entirely, with or without substitution.

4. RESPONSIBILITIES

a) Financial Accounting and Reporting Process and Internal Controls

- i. The Committee shall review the annual audited and interim financial statements and related management's discussion and analysis before the Corporation publicly discloses this information to satisfy itself that the financial statements are presented in accordance with applicable accounting principles and in the case of the annual audited financial statements and related management's discussion and analysis, report thereon and recommend to the Board whether or not same should be approved prior to their being filed with the appropriate regulatory authorities. With respect to the annual audited financial statements, the Committee shall discuss significant issues regarding accounting principles, practices, and judgments of management with management and the external auditors as and when the Committee deems it appropriate to do so. The Committee shall consider whether the Corporation's financial disclosures are complete, accurate, prepared in accordance with International Financial Reporting Standards and fairly present the financial position of the Corporation. The Committee shall also satisfy itself that, in the case of the annual financial statements, the audit function has been effectively carried out by the auditors and, in the case of the interim financial statements, that the review function has been effectively carried out.
- ii. The Committee shall review and assess the adequacy and effectiveness of the Corporation's systems of internal control and management information systems through discussion with management and the external auditor to ensure that the Corporation maintains appropriate systems, is able to assess the pertinent risks

of the Corporation and that the risk of a material misstatement in the financial disclosures can be detected.

- iii. The Committee shall be satisfied that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements, management's discussion and analysis and annual and interim financial press releases, and periodically assess the adequacy of these procedures in consultation with any disclosure committee of the Corporation.
- iv. The Committee shall review any press releases containing disclosure regarding financial information that are required to be reviewed by the Committee under any applicable laws or otherwise pursuant to the policies of the Corporation (including before the Corporation publicly discloses this information).
- v. The Committee shall meet no less than annually with the external auditors and the Chief Financial Officer or, in the absence of a Chief Financial Officer, with the officer of the Corporation in charge of financial matters, to review accounting practices, internal controls and such other matters as the Committee, Chief Financial Officer or, in the absence of a Chief Financial Officer, the officer of the Corporation in charge of financial matters, deem appropriate.
- vi. The Committee shall inquire with management and the external auditors about significant financial and internal control risks or exposures and assess the steps management has taken to minimize such risks.
- vii. The Committee shall review the post-audit or management letter, if any, containing the recommendations of the external auditors and management's response and subsequent follow-up to any identified weaknesses.
- viii. The Committee shall periodically review and make recommendations regarding the Code of Business Conduct and Ethics adopted by the Board.
- ix. The Committee shall periodically review and make recommendations regarding the Whistleblower Policy and the Anti-Bribery and Anti-Corruption Policy adopted by the Board.
- x. The Committee shall follow procedures established as set out in the Corporation's Whistleblower Policy, for:
 - the receipt, retention, and treatment of complaints received by management of the Corporation regarding financial statement disclosures, accounting, internal accounting controls, or auditing matters; and
 - the submission by employees, consultants, contractors, directors or officers of the Corporation, on a confidential and anonymous basis, of concerns regarding financial statement disclosures, questionable accounting, internal accounting controls, auditing matters or violations to the Corporation's Code of Business Conduct and Ethics or any other policy, charter or mandate of the Corporation, applicable laws, rules and regulations, discrimination, harassment or retaliation.
- xi. The Committee shall ensure that management establishes and maintains an appropriate budget process, which shall include the preparation and delivery of periodic reports from the Chief Financial Officer to the Committee comparing actual spending to the budget. The budget shall include assumptions regarding

economic parameters that are well supported and shall take into account the risks facing the Corporation.

- xii. The Committee shall have the authority to adopt such policies and procedures as it deems appropriate to operate effectively.

b) External Auditors

- i. The Committee shall recommend to the Board the external auditors to be nominated for the purpose of preparing or issuing an auditors' report or performing other audit, review or attest services for the Corporation, shall set the compensation for the external auditors, provide oversight of the external auditors and shall ensure that the external auditors report directly to the Committee.
- ii. The Committee shall ensure that procedures are in place to assess the audit activities of the external auditors and the internal audit functions.
- iii. The pre-approval of the Committee shall be required as further set out in Schedule "C" prior to the undertaking of any non-audit services not prohibited by law to be provided by the external auditors in accordance with this Charter.
- iv. The Committee shall monitor and assess the relationship between management and the external auditors and monitor, support and assure the independence and objectivity of the external auditors and attempt to resolve disagreements between management and the external auditors regarding financial reporting.
- v. The Committee shall review the external auditors' audit plan, including the scope, procedures and timing of the audit.
- vi. The Committee shall review the results of the annual audit with the external auditors, including matters related to the conduct of the audit.
- vii. The Committee shall obtain timely reports from the external auditors describing critical accounting policies and practices, alternative treatments of information within International Financial Reporting Standards that were discussed with management, their ramifications, and the external auditors' preferred treatment and material written communications between the Corporation and the external auditors.
- viii. The Committee shall review fees paid by the Corporation to the external auditors and other professionals in respect of audit and non-audit services on an annual basis.
- ix. The Committee shall review and approve the Corporation's hiring policies regarding partners, employees and former partners and employees of the present and former auditors of the Corporation.
- x. The Committee shall have the authority to engage the external auditors to perform a review of the interim financial statements.

c) Other Responsibilities

The Committee shall perform any other activities consistent with this Charter and governing law, as the Committee or the Board deems necessary or appropriate.

5. APPROVAL

Approved by the Board of Directors on October 18, 2021.

SCHEDULE “A”

YOURWAY CANNABIS BRANDS INC.

POSITION DESCRIPTION FOR THE CHAIR OF THE AUDIT COMMITTEE

1. PURPOSE

The Chair of the Committee shall be an independent director who is elected by the Board or designated by a majority vote of the Committee to act as the leader of the Committee in assisting the Board in fulfilling its financial reporting and control responsibilities to the shareholders of the Corporation.

2. WHO MAY BE CHAIR

The Chair will be selected from amongst the independent directors of the Corporation who have a sufficient level of financial sophistication and experience in dealing with financial issues to ensure the leadership and effectiveness of the Committee.

The Chair will be selected annually at the first meeting of the Board following the annual general meeting of shareholders or designated by a majority vote of the Committee.

3. RESPONSIBILITIES

The following are the primary responsibilities of the Chair:

- a) chair all meetings of the Committee in a manner that promotes meaningful discussion;
- b) ensure adherence to the Committee’s Charter and that the adequacy of the Committee’s Charter is reviewed annually;
- c) provide leadership to the Committee to enhance the Committee’s effectiveness, including:
 - i. act as liaison and maintain communication with the Board to coordinate input from directors and to optimize the effectiveness of the Committee. This includes ensuring that Committee materials are available to any director upon request and reporting to the Board on all decisions of the Committee at the first meeting of the Board after each Committee meeting and at such other times and in such manner as the Committee considers advisable;
 - ii. ensure that the Committee works as a cohesive team with open communication, as well as to ensure open lines of communication among the independent auditors, financial and senior management and the Board for financial and control matters;
 - iii. ensure that the resources available to the Committee are adequate to support its work and to resolve issues in a timely manner;
 - iv. ensure that the Committee serves as an independent and objective party to monitor the Corporation’s financial reporting process and internal control systems, as well as to monitor the relationship between the Corporation and the independent auditors to ensure independence;

- v. ensure that procedures as determined by the Committee are in place to assess the audit activities of the independent auditors and the internal audit functions; and
 - vi. ensure that procedures as determined by the Committee are in place to review the Corporation's public disclosure of financial information and assess the adequacy of such procedures periodically, in consultation with any disclosure committee of the Corporation;
- d) ensure that procedures as determined by the Committee are in place for dealing with complaints received by the Corporation regarding accounting, internal controls and auditing matters, and for employees to submit confidential anonymous concerns;
- e) manage the Committee, including:
- i. adopt procedures to ensure that the Committee can conduct its work effectively and efficiently, including committee structure and composition, scheduling, and management of meetings;
 - ii. prepare the agenda of the Committee meetings and ensure pre-meeting material is distributed in a timely manner and is appropriate in terms of relevance, efficient format and detail;
 - iii. ensure Committee meetings are appropriate in terms of frequency, length and content;
 - iv. obtain a report from the independent auditors on an annual basis, review the report with the Committee and arrange meetings with the auditors and financial management to review the scope of the proposed audit for the current year, its staffing and the audit procedures to be used;
 - v. oversee the Committee's participation in the Corporation's accounting and financial reporting process and the audits of its financial statements;
 - vi. ensure that the auditors report directly to the Committee, as representatives of the Corporation's shareholders;
 - vii. annually review with the Committee its own performance, report annually to the Board on the role of the Committee and the effectiveness of the Committee in contributing to the effectiveness of the Board;
 - viii. together with the Board, oversee the structure, composition and membership of, and activities delegated to, the Committee from time to time;
 - ix. ensure Committee's work plan for the year is scheduled and monitor progress at each meeting; and
 - x. ensure Committee minutes are reviewed and approved;
- f) perform such other duties as may be delegated from time to time to the Chair of the Committee by the Board.

SCHEDULE "B"

YOURWAY CANNABIS BRANDS INC.

NATIONAL INSTRUMENT 52-110 AUDIT COMMITTEES ("NI 52-110")

Section 1.4 — Meaning of Independence

- (1) An audit committee member is independent if he or she has no direct or indirect material relationship with the issuer.
- (2) For the purposes of subsection (1), a "material relationship" is a relationship which could, in the view of the issuer's board of directors, be reasonably expected to interfere with the exercise of a member's independent judgment.
- (3) Despite subsection (2), the following individuals are considered to have a material relationship with an issuer:
 - (a) an individual who is, or has been within the last three years, an employee or executive officer of the issuer;
 - (b) an individual whose immediate family member is, or has been within the last three years, an executive officer of the issuer;
 - (c) an individual who:
 - (i) is a partner of a firm that is the issuer's internal or external auditor,
 - (ii) is an employee of that firm, or
 - (iii) was within the last three years a partner or employee of that firm and personally worked on the issuer's audit within that time;
 - (d) an individual whose spouse, minor child or stepchild, or child or stepchild who shares a home with the individual:
 - (i) is a partner of a firm that is the issuer's internal or external auditor,
 - (ii) is an employee of that firm and participates in its audit, assurance or tax compliance (but not tax planning) practice, or
 - (iii) was within the last three years a partner or employee of that firm and personally worked on the issuer's audit within that time;
 - (e) an individual who, or whose immediate family member, is or has been within the last three years, an executive officer of an entity if any of the issuer's current executive officers serves or served at that same time on the entity's compensation committee; and
 - (f) an individual who received, or whose immediate family member who is employed as an executive officer of the issuer received, more than \$75,000 in direct compensation from the issuer during any 12 month period within the last three years.
- (4) Despite subsection (3), an individual will not be considered to have a material relationship with the issuer solely because

- (a) he or she had a relationship identified in subsection (3) if that relationship ended before March 30, 2004; or
 - (b) he or she had a relationship identified in subsection (3) by virtue of subsection (8) if that relationship ended before June 30, 2005.
- (5) For the purposes of clauses (3)(c) and (3)(d), a partner does not include a fixed income partner whose interest in the firm that is the internal or external auditor is limited to the receipt of fixed amounts of compensation (including deferred compensation) for prior service with that firm if the compensation is not contingent in any way on continued service.
- (6) For the purposes of clause (3)(f), direct compensation does not include:
- (a) remuneration for acting as a member of the board of directors or of any board committee of the issuer, and
 - (b) the receipt of fixed amounts of compensation under a retirement plan (including deferred compensation) for prior service with the issuer if the compensation is not contingent in any way on continued service.
- (7) Despite subsection (3), an individual will not be considered to have a material relationship with the issuer solely because the individual or his or her immediate family member
- (a) has previously acted as an interim chief executive officer of the issuer, or
 - (b) acts, or has previously acted, as a chair or vice-chair of the board of directors or of any board committee of the issuer on a part-time basis.
- (8) For the purpose of section 1.4, an issuer includes a subsidiary entity of the issuer and a parent of the issuer.

Section 1.5 — Additional Independence Requirements for Audit Committee Members

- (1) Despite any determination made under section 1.4 of NI 52-110, an individual who
- (a) accepts, directly or indirectly, any consulting, advisory or other compensatory fee from the issuer or any subsidiary entity of the issuer, other than as remuneration for acting in his or her capacity as a member of the board of directors or any board committee, or as a part-time chair or vice-chair of the board or any board committee; or
 - (b) is an affiliated entity of the issuer or any of its subsidiary entities,
- is considered to have a material relationship with the issuer.
- (2) For the purposes of subsection (1), the indirect acceptance by an individual of any consulting, advisory or other compensatory fee includes acceptance of a fee by
- (a) an individual's spouse, minor child or stepchild, or a child or stepchild who shares the individual's home; or
 - (b) an entity in which such individual is a partner, member, an officer such as a managing director occupying a comparable position or executive officer, or occupies a similar position (except limited partners, non-managing members and those occupying similar positions who, in each case, have no active role in providing services to the entity) and

which provides accounting, consulting, legal, investment banking or financial advisory services to the issuer or any subsidiary entity of the issuer.

- (3) For the purposes of subsection (1), compensatory fees do not include the receipt of fixed amounts of compensation under a retirement plan (including deferred compensation) for prior service with the issuer if the compensation is not contingent in any way on continued service.

SCHEDULE “C”

YOURWAY CANNABIS BRANDS INC.

PROCEDURES FOR APPROVAL OF NON-AUDIT SERVICES

1. The Corporation’s external auditors shall be prohibited from performing for the Corporation the following categories of non-audit services:
 - (a) bookkeeping or other services related to the Corporation’s accounting records or financial statements;
 - (b) appraisal or valuation services, fairness opinion or contributions-in-kind reports;
 - (c) actuarial services;
 - (d) internal audit outsourcing services;
 - (e) management functions;
 - (f) human resources;
 - (g) broker or dealer, investment adviser or investment banking services;
 - (h) legal services; and
 - (i) any other service that the Canadian Public Accountability Board or International Accounting Standards Board or other analogous board which may govern the Corporation’s accounting standards, from time to time determines is impermissible.
2. In the event that the Corporation wishes to retain the services of the Corporation’s external auditors for tax compliance, tax advice or tax planning, the Chief Financial Officer of the Corporation shall consult with the Chair of the Committee, who shall have the authority, subject to confirmation that such services will not compromise the independence of the Corporation’s external auditors, to approve or disapprove on behalf of the Committee, such non-audit services. All other non-audit services shall be approved or disapproved by the Committee as a whole.
3. The Chief Financial Officer of the Corporation shall maintain a record of non-audit services approved by the Chair of the Committee or the Committee for each fiscal year and provide a report to the Committee no less frequently than on a quarterly basis.