

SECURITY ESCROW AGENCY AGREEMENT

THIS AGREEMENT is made as of the 9th day of August, 2018.

B E T W E E N:

CAPITAL TRANSFER AGENCY ULC., a company existing under the laws of Ontario (the “**Escrow Agent**”)

- and -

AURA HEALTH INC., a corporation continued under the laws of Ontario (the “**Company**”)

- and -

The securityholders identified in Schedule “**A**” of this Agreement (each a “**Security Holder**” and collectively the “**Security Holders**”)

WHEREAS the foregoing statements of fact and recitals are made by the parties hereto other than the Escrow Agent;

AND WHEREAS the Escrow Agent is willing to act as the escrow agent hereunder and to hold, administer and distribute the securities deposited with it in accordance with the terms of this Agreement.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties each intending to be legally bound, agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

The terms used herein shall have the following meanings:

- (a) “**Affiliate**” means affiliated companies within the meaning of the Business Corporation Act (Ontario) (“**OBCA**”);
- (b) “**Business Day**” means each day other than a Saturday, Sunday, a statutory holiday in Toronto or any day on which the principal chartered banks located in Toronto are not open for business during normal banking hours.

ARTICLE TWO ESCROW PROVISIONS

2.1 Appointment of Escrow Agent.

The Company and the Security Holders hereby appoint the Escrow Agent to serve as escrow agent and the Escrow Agent hereby agrees to act as escrow agent in accordance with the terms of this Agreement.

2.2 Delivery into Escrow.

Each of the Security Holders hereby places and deposits in escrow those of their securities of the Company which are represented by the certificates described or referred to in Schedule "A" hereto (the "**Securities**"), with the Escrow Agent and hereby undertakes and agrees to deliver those Securities (including any replacement securities or certificates if and when such are issued or allotted) to the Escrow Agent for deposit in escrow as soon as practicable and in any event no later than 60 days from the date of which the Company's Common Shares are listed on the Canadian Securities Exchange ("**CSE**").

The Escrow Agent shall have no liability or responsibility for any property until it is in fact received by the Escrow Agent.

2.3 Holding of Securities.

The Securities, when delivered, will be held by the Escrow Agent in the name of the Security Holder and dealt with in accordance with the provisions of this Agreement.

The parties hereby agree that the Securities and the beneficial ownership of or any interest in them and the certificate representing them (including any replacement securities or certificates) shall not be sold, assigned, hypothecated, alienated, released from escrow, transferred within escrow, or otherwise in any manner dealt with except as may be required by reason of the death or bankruptcy of any Security Holder, in which cases the Escrow Agent shall hold the said certificates subject to this agreement, for whatever person, firm or corporation shall be legally entitled to be or become the registered owner thereof, provided such person, firm or corporation shall agree to be bound by the terms of this agreement.

2.4 Release of Securities.

The Security Holders hereby direct the Escrow Agent to retain their respective Securities and the certificate (including any replacement securities or certificates) representing the same and not to do or cause anything to be done to release the same from escrow or to allow any transfer, hypothecation or alienation thereof.

The Securities shall be released as follows:

On the date the Issuer's securities are listed on a Canadian exchange (the listing date)	1/10 of your escrow securities
6 months after the listing date	1/6 of your remaining escrow securities
12 months after the listing date	1/5 of your remaining escrow securities
18 months after the listing date	1/4 of your remaining escrow securities

24 months after the listing date	1/3 of your remaining escrow securities
30 months after the listing date	½ of your remaining escrow securities
36 months after the listing date	your remaining escrow securities

Notwithstanding the foregoing, the Escrow Agent will not be obligated to release any Securities from Escrow, unless certificates representing such Securities have been deposited with the Escrow Agent prior to the release date, and Securities will be released from Escrow on the later of: i) applicable schedule of the release date; and ii) 5 business days after the certificates representing the Securities are deposited with the Escrow Agent.

2.5 Dividends

If during the period in which any of the said Securities are retained in escrow pursuant hereto, any dividend is received by the Escrow Agent in respect of the Securities, any such dividend shall be forthwith paid or transferred to the respective Security Holders entitled thereto.

2.6 Voting Rights

All voting rights attached to the Securities shall at all times be exercised by the respective registered owners thereof.

2.5 Delivery of Share Certificates for Escrow Securities

The Escrow Agent will send to each Security Holder any share certificates or other evidence of that Security Holder's escrow securities in the possession of the Escrow Agent released from escrow as soon as reasonably practicable after the release.

2.6 Replacement Certificates

If, on the date a Security Holder's escrow securities are to be released, the Escrow Agent holds a share certificate or other evidence representing more escrow securities than are to be released, the Escrow Agent will deliver the share certificate or other evidence to the Company or its transfer agent and request replacement share certificates or other evidence. The Company will cause replacement share certificates or other evidence to be prepared and delivered to the Escrow Agent. After the Escrow Agent receives the replacement share certificates or other evidence, the Escrow Agent will send to the Security Holder or at the Security Holder's direction, the replacement share certificate or other evidence of the escrow securities released. The Escrow Agent and Company will act as soon as reasonably practicable.

**ARTICLE THREE
RIGHTS AND DUTIES OF THE ESCROW AGENT**

3.1 Rights and Duties of Escrow Agent.

The Escrow Agent shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted excepting only direct loss caused by its own gross negligence, wilful misconduct, fraud or lack of good faith. Under no circumstances shall the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding the foregoing or any other provision of this Agreement, in no event shall the liability of the Escrow Agent under or in connection with this Agreement

to any one or more parties exceed in aggregate the amount of the annual fee for acting as escrow agent hereunder.

3.2 Retain Experts.

The Escrow Agent may appoint such agents and employ or retain such counsel, accountants, engineers, appraisers or other experts or advisers as it may reasonably require for the purpose of discharging its duties and determining its rights hereunder and may pay reasonable remuneration for all services performed by any of them, without taxation of costs of any counsel, and shall not be responsible for any misconduct on the part of any of them. The Company shall pay or reimburse the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel, advisors, agents or other experts.

3.3 Reliance on Experts.

The Escrow Agent may act and rely and shall be protected in acting and relying in good faith on the opinion or advice of or information obtained from any agent, counsel, accountant, engineer, appraiser or other expert or adviser, retained or employed by the Company or the Escrow Agent, in relation to any matter arising in the performance of its duties under this Agreement.

3.4 Express Duties.

The Escrow Agent shall have no duties or responsibilities except as expressly provided in this Agreement and shall have no liability or responsibility arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party.

3.5 Indemnity.

In addition to and without limiting any other protection of the Escrow Agent hereunder or otherwise by law, the Company and each Security Holder hereby agree, jointly and severally, to indemnify and hold the Escrow Agent and its officers, directors, employees and agents and former officers, directors, employees, and agents harmless from and against any and all liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs, expenses and disbursements including any and all reasonable legal and adviser fees and disbursements of whatever kind or nature which may at any time be suffered by, imposed on, incurred by or asserted against the Escrow Agent, whether groundless or otherwise, howsoever arising from or out of any act, omission or error of the Escrow Agent in connection with its acting as Escrow Agent hereunder unless arising from the gross negligence or wilful misconduct or bad faith on the part of the Escrow Agent. Notwithstanding any other provision hereof, this indemnity shall survive the removal or resignation of the Escrow Agent and the termination of this Agreement.

3.6 Remuneration.

The Company agrees to pay the Escrow Agent's fees in advance, as agreed between the Escrow Agent and the Company, for its services hereunder and shall pay or reimburse the Escrow Agent upon its request for all reasonable expenses, disbursements and advances incurred or made by the Escrow Agent in the administration of its duties hereunder (including, without limitation, legal fees and expenses and the reasonable compensation and disbursements of all other advisers, agents and assistants not regularly in its employ). The parties hereto agree that if any of the Escrow Agent's fees, expenses and disbursements are in arrears than the Escrow Agent has the right to withhold the release of any Securities until such fees, expenses and disbursements are paid in full.

3.7 Validity of Certificates, etc.

The Escrow Agent shall be protected in acting and relying upon any notice, request, waiver, consent, receipt, direction, instruction, affidavit or other paper, writing or document (collectively referred to as “**Documents**”) furnished to it and purporting to have been executed or issued by any officer or person required to or entitled to execute and deliver to the Escrow Agent any such Documents in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth or accuracy of any information therein contained, which it in good faith believes to be genuine.

The Escrow Agent shall have the right not to act and shall not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

3.7 Anti-Money Laundering.

The Escrow Agent shall have the right not to act and shall not be liable for refusing to act under this Agreement if, due to a lack of information or for any other reason whatsoever, the Escrow Agent in its reasonable judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline and the Escrow Agent may, in its sole discretion, request any additional documentation including, but not limited to, source of funds and certifications of compliance with applicable laws and regulations from the Company to determine whether acting might cause it to be in non-compliance with any applicable anti-money laundering, anti-terrorist or economic sanctions legislation, regulation or guideline. Should the Escrow Agent, in its reasonable judgment, determine at any time that its acting under this Agreement has resulted in the Escrow Agent being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then the Escrow Agent shall have the right to resign on ten (10) days' written notice to the Company, provided (i) that the written notice shall describe the circumstances of such non-compliance to the extent permitted under applicable law to the extent permitted by any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline; and (ii) that if such circumstances are rectified to the Escrow Agent's satisfaction within such ten (10) day period, then such resignation shall not be effective.

3.8 Termination

Notwithstanding any provisions contained in this Agreement, if the Escrow Agent continues to hold the Securities in escrow after five (5) years from the date of this Agreement, then the Escrow Agent shall return the Securities to the Company to be held in trust for the Security Holders and the duties and obligations of the Escrow Agent under this Agreement shall cease immediately.

3.9 Replacement of the Escrow Agent.

The Escrow Agent may resign and be discharged from all further duties and obligations hereunder by giving to the Company thirty (30) days' written notice of the effective date of resignation (“**Effective Date**”). In the event of the Escrow Agent resigning, the Company shall forthwith appoint a successor agent. Upon the Effective Date, if the Company has not appointed a successor agent, the Security Holders may appoint a successor agent. Failing such appointment by the Security Holders within thirty (30) days from the Effective Date, the Escrow Agent shall return the Securities to the

Company to be held in trust for the Security Holders and the duties and obligations of the Escrow Agent under this Agreement shall cease immediately.

Any new escrow agent appointed pursuant to the provisions of this section shall be a corporation authorized to carry on the business of an escrow agent in the Province of Ontario. On any new appointment, the new escrow agent shall be vested with the same powers, rights, duties and obligations as if it had been originally named herein as escrow agent, without any further assurance, conveyance, act or deed. The Escrow Agent, upon receipt of payment for any outstanding amounts for its services and expenses then unpaid, shall transfer, deliver and pay over to such successor escrow agent, who shall be entitled to receive, all cash and property on deposit with such predecessor hereunder.

3.10 Entire Agreement.

This Agreement sets forth exclusively the duties of the Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into the agreement against the Escrow Agent, including any agreement referred to in this Agreement to which the Escrow Agent is not a party.

3.11 Not Required to Expend its own Funds.

None of the provisions contained in this Agreement or any supplement shall require the Escrow Agent to expend or risk its own funds or otherwise incur financial liability in performing its duties or in the exercise of any of its rights or powers.

ARTICLE FOUR GENERAL

4.1 Notice.

Unless herein otherwise provided, any notice to be given hereunder to the Company, the Escrow Agent or the Security Holder shall be deemed to be validly given if delivered or if sent by mail, postage prepaid or if transmitted by facsimile:

if to the Company

Aura Health Inc.
77 King Street West, Suite 2905
Toronto, ON M5K 1H1

Attention: Kookie Miller
Email: kmiller@bransonservices.com
Facsimile:(416) 765-0029

if to the Escrow Agent:

Capital Transfer Agency ULC
390 Bay Street, Suite 920
Toronto, ON M5H 2Y2

Attention: Sarah Morrison, Director
Email: smorrison@capitaltransferagency.com
Facsimile: (416) 350-5008

if to the Security Holder:

To the name and address or facsimile number on Schedule "A" to this Agreement

and any such notice delivered in accordance with the foregoing shall be deemed to have been received on the date of delivery or, if mailed, on the third (3rd) Business Day following the date of the postmark on such notice or, if transmitted by facsimile, on the next Business Day following the date of transmission.

The Company, the Escrow Agent or the Security Holder, as the case may be, may from time to time notify the other parties in the manner provided in this Article of a change of address which, from the effective date of such notice and until changed by like notice, shall be the address of the Company or the Escrow Agent or the Security Holder, as the case may be, for all purposes of this agreement.

If, by reason of a strike, lockout or other work stoppage, actual or threatened, involving postal employees any notice to be given to the Escrow Agent or the Company or the Security Holder hereunder could reasonably be considered unlikely to reach its destination, such notice shall be valid and effective only if it is delivered, or sent by facsimile transmission.

4.2 No Material Change in Business

The Company covenants with the Escrow Agent that so long as this Agreement remains in effect:

- a) it will notify the Escrow Agent in the event of any material change in their marijuana-related business activity including, but not limited to, a notice of merger, acquisition, intent to enter the recreational marijuana business in Canada, an intent to operate in the United States in a state where medical or recreational marijuana is not legal at the state level;
- b) it will notify the Escrow Agent in the event it receives notice of any regulatory, governmental or criminal citation, notice of violation, investigation or proceeding that may have a material impact on the Company's licence, business activities or operations; and
- c) it will notify the Escrow Agent in the event it receives notice of any non-compliance citations or notices of violation, of which the Company is aware, that may have a material impact on the investee's, supplier's or customer's licence, business activities or operations

4.3 Representation.

Each party represents that it has the power and authority to enter into and perform its obligations under this Agreement, that the person or persons signing this Agreement on behalf of the named party are properly authorized and empowered to sign it and that the Agreement is valid and binding on the party and enforceable against the party in accordance with its terms.

4.4 Company's Continued Compliance with Law

The Company represents and warrants that:

- a) it currently operates, and will continue to operate, in compliance with all applicable securities guidance, laws and regulations, all applicable anti-money laundering laws and regulations and all applicable government marijuana-related

- laws and regulations within Canada and the United States (save and except for applicable U.S. marijuana-related federal laws);
- b) U.S. businesses that the Company invests in operate in compliance with applicable marijuana-related licensing requirements and the regulatory framework enacted by the applicable U.S. state; and
 - c) to the best of the Company's knowledge, the U.S. customers or suppliers that the Corporation does business with operate in compliance with applicable marijuana-related licensing requirements and the regulatory framework enacted by the applicable U.S. state.

4.5 Invalidity.

If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

4.6 Currency.

All amounts stated herein are expressed in Canadian dollars.

4.7 Amendment.

No provision of this Agreement shall be deemed waived, amended or modified by any party unless such waiver, amendment or modification is in writing and signed by the parties hereto.

4.6 Counterparts.

This Agreement may be executed in any number of counterparts and may be delivered by facsimile transmission or in PDF format delivered by e-mail. Each counterpart, when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4.7 Successors and Assigns.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Except as may be otherwise specifically provided herein, no assignment shall be made of this Agreement without the prior written consent of the parties hereto.

4.8 Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, and any actions, proceedings, claims or disputes regarding it shall be resolved by the courts in that province.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above by their duly authorized signing officers.

AURA HEALTH INC.

CAPITAL TRANSFER AGENCY ULC..

By: /s/ Chris Carl
Name: Chris Carl
Title: CEO

By: /s/ Sarah Morrison
Name: Sarah Morrison
Title: Managing Director

By: /s/ Keith Li
Name: Keith Li
Title: CFO

By: _____
Name:
Title:

Signed in the presence of:)
)
)
)
Signature of Witness)
)
Name of Witness)

 /s/ Chris Carli
CHRIS CARL

Signed in the presence of:)
)
)
)
Signature of Witness)
)
Name of Witness)

 /s/ David Posner
DAVID POSNER

1407535 ONTARIO LIMITED

 /s/ David Posner
Authorized Signature

David Posner
Name of the Authorized Signatory

**NUTRITIONAL HIGH INTERNATIONAL
INC.**

 /s/ Vernon J. Frazier
Authorized Signature

Vernon (Jim) Frazier
Name of the Authorized Signatory

Signed in the presence of:)
)
)
)
Signature of Witness)
)
Name of Witness)

 /s/ Paul McClory
PAUL MCCLORY

Signed in the presence of:)
)
)
)
_____)
Signature of Witness)
_____)
Name of Witness)

/s/ Vernon J. Frazier
VERNON (JIM) FRAZIER

Signed in the presence of:)
)
)
)
_____)
Signature of Witness)
_____)
Name of Witness)

/s/ Robert Schwartz
ROBERT SCHWARTZ

Signed in the presence of:)
)
)
)
_____)
Signature of Witness)
_____)
_____)

/s/ Keith Li
KEITH LI

GRAVEL DEVELOPMENTS INC.

/s/ Jimmy Gravel
Authorized Signature

Jimmy Gravel
Name of the Authorized Signatory

Schedule "A"

Name: CHRIS CARL

Address: *[Intentionally Deleted]*

Securities:

Class or description	Number	Certificate(s)
Common Shares	2,000,000	
Warrants		
Options	260,000	

Name: DAVID POSNER

Address: *[Intentionally Deleted]*

Securities:

Class or description	Number	Certificate(s)
Common Shares	1,000,000	
Warrants		
Options	260,000	

Name: 1407535 ONTARIO LIMITED

Address: *[Intentionally Deleted]*

Securities:

Class or description	Number	Certificate(s)
Common Shares	500,000	
Warrants		
Options		

Name: NUTRITIONAL HIGH INTERNATIONAL INC.

Address: 77 King Street West, Suite 2905, Toronto, ON M5K 1H1

Securities:

Class or description	Number	Certificate(s)
Common Shares	2,910,707	
Warrants	200,000	
Options		
Convertible Note	US\$120,000 principal amount	

Name: PAUL MCCLORY
Address: *[Intentionally Deleted]*

Securities:

Class or description	Number	Certificate(s)
Common Shares		
Warrants		
Options	220,000	

Name: VERNON (JIM) FRAZIER
Address: *[Intentionally Deleted]*

Securities:

Class or description	Number	Certificate(s)
Common Shares		
Warrants		
Options	220,000	

Name: ROBERT SCHWARTZ
Address: *[Intentionally Deleted]*

Securities:

Class or description	Number	Certificate(s)
Common Shares		
Warrants		
Options	220,000	

Name: KEITH LI
Address: *[Intentionally Deleted]*

Securities:

Class or description	Number	Certificate(s)
Common Shares		
Warrants		
Options	50,000	

Name: GRAVEL DEVELOPMENTS INC.

Address: *[Intentionally Deleted]*

Securities:

Class or description	Number	Certificate(s)
Common Shares	300,000	
Warrants		
Options		