

PHARMADRUG INC.
and
CAPITAL TRANSFER AGENCY, ULC

FIRST SUPPLEMENTAL INDENTURE
Dated as of June 15, 2020
Providing for the succession by Pharmadrug Inc.
to the obligations of Interrobang Ltd.

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FIRST SUPPLEMENTAL INDENTURE

THIS FIRST SUPPLEMENTAL INDENTURE is made as of the 15th day of June, 2020.

B E T W E E N :

PHARMADRUG INC., a corporation incorporated under the laws of the Province of Ontario (hereinafter called "**Pharmadrug**")

-and-

CAPITAL TRANSFER AGENCY, ULC, a company existing under the laws of Canada and registered to carry on business in the Province of Ontario (hereinafter called the "**Warrant Agent**")

W H E R E A S :

- A. Interrobang Ltd. ("**Interrobang**") and the Warrant Agent entered into a warrant indenture dated as of June 12, 2020 (the "**Warrant Indenture**"), providing for the issuance of up to 25,000,000 common share purchase warrants (the "**Warrants**");
- B. Each Warrant, subject to adjustment, entitles the holder thereof to acquire one common share of Interrobang (a "**Common Share**") upon payment of \$0.05 per Common Share (the "**Exercise Price**") prior to 5:00 p.m. (Toronto time) on June 12, 2023, upon the terms and conditions as set out in the Warrant Indenture;
- C. Pharmadrug, Interrobang and 2756829 Ontario Inc. entered into an amalgamation agreement made as of the 22nd day of May, 2020, as amended (the "**Amalgamation Agreement**") providing for an amalgamation (the "**Amalgamation**") of Interrobang and 2756829 Ontario Inc. under the provisions of Section 174 of the *Business Corporations Act* (Ontario) (the "**OBCA**"), on the terms and conditions set forth in the Amalgamation Agreement);
- D. As of the date hereof (the "**Effective Date**"), the articles of amalgamation in respect of the Amalgamation were filed with, and issued by, the director appointed under Section 278 of the OBCA giving effect to the Amalgamation as at the times set forth therein on the Effective Date (the "**Effective Time**");
- E. Pursuant to Section 7.2 of the Warrant Indenture, Interrobang agreed that in the case of the amalgamation, consolidation, merger or transfer of the undertaking or assets of Interrobang as an entirety or substantially as an entirety to another person (a "**Successor Company**"), the Successor Company resulting from the amalgamation, consolidation, merger or transfer (if not Interrobang) would be bound by the provisions of the Warrant Indenture and all obligations for the due and punctual performance and observance of each and every covenant and obligation contained in the Warrant Indenture to be performed by Interrobang and that the Successor Company shall by supplemental indenture satisfactory in form to the Warrant Agent and executed and delivered to the Warrant Agent, expressly assume those obligations;

- F. Pharmadrug is the Successor Company to Interrobang for purposes of Section 7.2 of the Warrant Indenture;
- G. To satisfy the requirements of Section 7.2 of the Warrant Indenture, Pharmadrug and the Warrant Agent have entered into this first supplemental indenture (the "**First Supplemental Indenture**");
- H. The Warrant Agent has agreed to enter into this Supplemental Indenture and to hold all rights, interests and benefits contained herein for and on behalf of those persons who are holders of Warrants issued pursuant to the Warrant Indenture as modified by this First Supplemental Indenture from time to time; and
- I. The foregoing recitals are made as representations and statements of fact by Pharmadrug and not by the Warrant Agent;

NOW THEREFORE THIS FIRST SUPPLEMENTAL INDENTURE WITNESSES and it is hereby covenanted, agreed and declared as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Supplemental Indenture

This First Supplemental Indenture is a "supplemental indenture" within the meaning of the Warrant Indenture. The Warrant Indenture and this First Supplemental Indenture will be read together and have effect so far as practicable as though all of the provisions of the Warrant Indenture and the First Supplemental Indenture were contained in one instrument.

1.2 First Supplemental Indenture

The terms "**this First Supplemental Indenture**", "**herein**", "**hereof**", "**hereby**", "**hereunder**", and similar expressions, unless the context otherwise specifies or requires, refer to the Warrant Indenture as supplemented by this First Supplemental Indenture and not to any particular Article, section or other portion, and include every instrument supplemental or ancillary to this First Supplemental Indenture.

1.3 Definitions

All terms which are defined in the Warrant Indenture and are used but not defined in this First Supplemental Indenture shall have the meanings ascribed to them in the Warrant Indenture as such meanings may be amended or supplemented with respect to the Warrants by this First Supplemental Indenture. In the event of any inconsistency between the meaning given to a term in the Warrant Indenture and the meaning given to the same term in this First Supplemental Indenture, the meaning given to the term in this First Supplemental Indenture shall prevail to the extent of the inconsistency.

ARTICLE 2
THE AMALGAMATION

2.1 Continuing Obligations

Pharmadrug hereby acknowledges, confirms and agrees that as of the Effective Time, Pharmadrug has assumed and does assume all the covenants and obligations of Interrobang under the Warrant Indenture. Without limiting the generality of the foregoing, and in accordance with Section 2.13(d) of the Warrant Indenture, from and after the date hereof any Warrantholder who has not exercised their rights of acquisition thereunder prior to the Effective Date, shall, upon the exercise of such rights thereafter and upon payment of the Exercise Price be entitled to be issued and receive a number of common shares in the capital of Pharmadrug as is equal to the number of common shares in the capital of Interrobang they would otherwise have been entitled to receive.

2.2 Amendments to Warrant Indenture

As of and from the Effective Time, the Warrant Indenture is amended by:

- (a) replacing all references to "**Interrobang**" with "**Pharmadrug**", as such term is defined in this First Supplemental Indenture;
- (b) replacing Schedule "A" and Schedule "B" of the Warrant Indenture with Schedule "A" and Schedule "B" hereto; and
- (c) all other amendments necessary to give full and intended effect to this First Supplemental Indenture and the succession of Pharmadrug to Interrobang and to ensure consistency in the Warrant Indenture.

2.3 Confirmation of Rights

The Warrant Agent hereby acknowledges, confirms and agrees with Pharmadrug that Pharmadrug succeeds to, and is substituted for, and may exercise every right and power of, Interrobang under the Warrant Indenture and the Warrants as though Pharmadrug had been named as Interrobang therein.

ARTICLE 3
MISCELLANEOUS

3.1 Warrant Agent Accepts Agency

The Warrant Agent hereby accepts the agency in this First Supplemental Indenture declared and provided for and agrees to perform the same upon the terms and conditions herein set forth and to hold all rights, privileges and benefits conferred hereby and by law as agent for the various Persons who shall from time to time be Warrantholders, subject to all the terms and conditions herein set forth.

3.2 Counterparts

This First Supplemental Indenture may be executed in several counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and

the same instrument. The delivery of an executed counterpart of this First Supplemental Indenture by electronic transmission in portable document format (PDF) or otherwise shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

3.3 Language

Each of the parties hereto hereby acknowledges that it has consented to and requested that this First Supplemental Indenture and all documents relating thereto, including, without limiting the generality of the foregoing, the form of Warrants be drawn up in the English language only.

Chacune des parties aux présentes reconnaît par les présentes qu'elle a demandé et consent à ce que le premier acte de fiducie supplémentaire et tous les documents s'y rattachant, notamment le modèle de bons, ne soient rédigés qu'en anglais.

IN WITNESS WHEREOF the parties have executed this First Supplemental Indenture under the hands of their proper officers.

PHARMADRUG INC.

Per: "Daniel Cohen"

Name: Daniel Cohen

Title: Director and CEO

CAPITAL TRANSFER AGENCY, ULC

Per: "Sarah Morrison"

Name: Sarah Morrison

c/s

Title: Managing Director

SCHEDULE "A"

FORM OF WARRANT CERTIFICATE

For CDS Global Warrant, the following legend is applied:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO PHARMADRUG INC. (THE "ISSUER") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

For U.S. Warrantholders, the following legend is also applied:

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE ON EXERCISE HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR UNDER ANY STATE SECURITIES LAWS, AND THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE ON EXERCISE HEREOF MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH REGULATIONS UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE U.S. STATE SECURITIES LAWS, (D) IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR (E) UNDER AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(I) OR (D) ABOVE, A LEGAL OPINION OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE CORPORATION, MUST FIRST BE PROVIDED TO THE CORPORATION AND THE CORPORATION'S TRANSFER AGENT TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

THIS WARRANT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF, OR FOR THE ACCOUNT OR BENEFIT OF, A PERSON IN THE UNITED STATES OR A U.S. PERSON UNLESS THIS WARRANT AND THE COMMON SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS

OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE.
"UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER
THE U.S. SECURITIES ACT.

Warrant Certificate No. •

Representing •
Warrants to acquire Common
Shares

**COMMON SHARE PURCHASE WARRANTS
OF
PHARMADRUG INC.**

(Incorporated under the laws of the Province of Ontario)

THIS CERTIFIES that, for value received, the registered holder hereof,



(the "**holder**") is entitled at any time prior to 5:00 p.m. (Toronto time) on June 12, 2023, to subscribe for the number of common shares specified above of Pharmadrug Inc. (the "**Company**"), by surrendering to Capital Transfer Agency, ULC (the "**Warrant Agent**") at its principal stock transfer offices in Toronto, Ontario this Warrant Certificate with a subscription in the form of the attached subscription form duly completed and executed and accompanied by payment of \$0.05 per Common Share, subject to adjustment in certain events, (the "**Exercise Price**") by certified cheque, bank draft or money order in lawful money of Canada payable to or to the order of the Company at par in Toronto, Ontario. After 5:00 p.m. (Toronto time) on June 12, 2023, the Warrants represented by this certificate shall be deemed to be void and of no further force or effect.

The Warrants represented by this certificate shall be deemed to have been surrendered, and payment by certified cheque, bank draft or money order shall be deemed to have been made, only upon personal delivery thereof or, if sent by post or other means of transmission, upon actual receipt thereof by the Warrant Agent at its principal stock transfer offices in Toronto, Ontario. This Warrant Certificate represents Warrants issued under the provisions of the Warrant Indenture (which indenture together with all other instruments supplemental or ancillary thereto is herein referred to as the "**Warrant Indenture**") dated as of June 12, 2020, between the Interobang Ltd and the Warrant Agent and the first supplemental warrant indenture dated June 15, 2020 between the Company and the Warrant Agent, which contains particulars of the rights of the holders of the Warrants and the Company and of the Warrant Agent in respect thereof and the terms and conditions upon which the Warrants are issued and held, all to the same effect as if the provisions of the Warrant Indenture were herein set forth, to all of which the holder of this Warrant Certificate by acceptance hereof assents. A copy of the Warrant Indenture will be available for inspection at the principal offices of the Warrant Agent in Toronto, Ontario. Capitalized terms used in this Warrant Certificate and not otherwise defined shall have the meanings ascribed thereto in the Warrant Indenture.

No transfer of any Warrant will be valid unless entered on the register of transfers, upon surrender to the Warrant Agent of the Warrant Certificate evidencing such Warrant, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Warrant Agent executed by the registered holder or its executors, administrators or other legal representatives or its attorney duly appointed by an instrument in writing in form and execution satisfactory to the Warrant Agent.

The Warrant Indenture provides for adjustment in the number of Common Shares to be delivered upon exercise of the right of purchase hereby granted and to the exercise price in certain events therein set forth.

The Warrant Indenture contains provisions making binding upon all holders of Warrants outstanding thereunder resolutions passed at meetings of such holders held in accordance with such provisions and instruments in writing signed by Warranholders holding a specified percentage of Warrants outstanding.

The Warrants represented hereby and the Common Shares issuable upon the exercise hereof, have not been registered under the U.S. Securities Act or applicable state securities laws, and the Warrants evidenced by this Certificate may not be exercised within the United States or by, or for the account or benefit of, a U.S. Person unless registered under the U.S. Securities Act and any applicable state securities laws or an exemption from such registration is available.

This Warrant Certificate shall not be valid for any purpose until it has been certified by or on behalf of the Warrant Agent for the time being under the Warrant Indenture. This Warrant Certificate may be executed in one or more counterparts, each of which may be delivered by facsimile, by e-mail in PDF, or other legally permissible electronic signature, and each of which will be deemed to be an original and all of which together will be deemed to be one and the same document.

IN WITNESS WHEREOF the Company has caused this Warrant Certificate to be signed by its duly authorized officer as of the ____ day of _____, 20__.

PHARMADRUG INC.

By: _____
Authorized Signing Officer

This Warrant Certificate represents Warrants referred to in the Warrant Indenture within mentioned.

Countersigned by:

CAPITAL TRANSFER AGENCY, LLC

By: _____
Authorized Signing Officer

Date of Certification: _____

TRANSFER FORM

ANY TRANSFER OF WARRANTS WILL REQUIRE COMPLIANCE WITH APPLICABLE SECURITIES LEGISLATION. TRANSFERORS AND TRANSFEREES ARE URGED TO CONTACT LEGAL COUNSEL BEFORE EFFECTING ANY SUCH TRANSFER.

TO: Pharmadrug Inc. (the "**Company**")
c/o Capital Transfer Agency, ULC
390 Bay St. Suite 920
Toronto, ON M5H 2Y2

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

(name)

(address)

(number of Warrants being transferred)

of the Warrants registered in the name of the undersigned represented by the within certificate and hereby appoints ► as its attorney with full power of substitution to transfer the said Warrants on the appropriate register of the Warrant Agent.

In the case of a Warrant Certificate that contains a U.S. restrictive legend, the undersigned hereby represents, warrants and certifies that (one (only) of the following must be checked):

- A. the transfer is being made to the Company; OR
- B. the transfer is being made outside the United States in accordance with Regulation S under the U.S. Securities Act, and in compliance with any applicable local securities laws and regulations and the holder has provided herewith the Declaration for Removal of Legend attached as Schedule "B" to the Warrant Indenture; OR
- C. the transfer is being made pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by (i) Rule 144 or (ii) Rule 144A thereunder, and in either case in accordance with applicable state securities laws; OR
- D. the transfer is being made within the United States or to, or for the account or benefit of, U.S. Persons, in accordance with a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws.

In the case of a transfer in accordance with (C)(i) or (D) above, the Company and the Warrant Agent shall first have received an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company, to such effect.

DATED this ► day of ►, 20►.

Signature Guaranteed

Name of Warrantholder

Name of Authorized Representative

Signature of Warrantholder or
Authorized Representative

Title or Capacity of Authorized
Representative

Daytime Phone Number of
Warrantholder or Authorized
Representative

Instructions:

The signature of the Holder must be the signature of the registered holder appearing on the face of this Warrant Certificate.

If this Transfer Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to the Trustee and the Company, acting reasonably.

The signature on this Transfer Form must be guaranteed by a Canadian Schedule I chartered bank, medallion guaranteed by a recognized medallion signature guarantee program or in any other manner satisfactory to the Trustee. The guarantor must affix a stamp bearing the actual words "Signature Guaranteed". Signature guarantees are not accepted from Treasury Branches or credit unions unless they are members of the Stamp Medallion Program. In the United States, signature guarantees must be done by members of the "Medallion Signature Guarantee Program" only.

EXERCISE FORM

TO: Pharmadrug Inc.
c/o Capital Transfer Agency, ULC
390 Bay St. Suite 920
Toronto, ON M5H 2Y2

The undersigned holder of the within Warrants hereby irrevocably subscribes for Common Shares of Pharmadrug Inc. (the "**Company**") at the Exercise Price referred to in the attached Warrant Certificate on the terms and conditions set forth in such certificate and the Warrant Indenture and encloses herewith a certified cheque, bank draft or money order payable at par in Toronto, Ontario to the order of the Company in payment in full of the subscription price of the Common Shares hereby subscribed for.

Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the warrant indenture between Interrobang Ltd. and Capital Transfer Agency, ULC dated June 12, 2020 and the first supplemental warrant indenture dated June 15, 2020 between the Company and TSX Trust Company (which indentures together with all other instruments supplemental or ancillary thereto are herein collectively referred to as the "**Warrant Indenture**").

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

- A. The undersigned holder at the time of exercise of the Warrants (a) is not in the United States; (b) is not a U.S. person and is not exercising the Warrants on behalf of a U.S. person or a person in the United States; (c) did not acquire the Warrants in the United States or on behalf of, or for the account or benefit of, a U.S. person or a person in the United States; (d) did not receive an offer to exercise the Warrants in the United States; and (e) represents and warrants that the exercise of the Warrants and the acquisition of the Common Shares on exercise thereof occurred in an "offshore transaction" (as defined under Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**")); OR
- B. The undersigned holder is an Accredited Investor and has delivered to the Company and the Company's transfer agent a completed and executed U.S. Warrantholder Letter in substantially the form attached to the Warrant Indenture as Schedule "C"; OR
- C. The undersigned holder has delivered to the Warrant Agent an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to the Company, to the effect that the exercise of the Warrants and the issuance of the Common Shares does not require registration under the U.S. Securities Act or any applicable state securities laws.

Notes:

(1) The undersigned holder understands that unless Box A or Box B above is checked, the certificate representing the Common Shares will be issued in definitive physical certificated form and 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 (as described in the Warrant Indenture and the subscription documents).

(2) If Box C above is checked, holders are encouraged to consult with the Company in advance to determine that the legal opinion tendered in connection with the exercise will be satisfactory in form and substance to the Company. "U.S. person" and "United States" are as defined under Regulation S under the U.S. Securities Act.

The undersigned hereby acknowledges that the undersigned is aware that the Common Shares received on exercise may be subject to restrictions on resale under applicable securities legislation. The undersigned hereby further acknowledges that the Company will rely upon our confirmations, acknowledgements and agreements set forth herein, and agrees to notify the Company promptly in writing if any of the representations or warranties herein ceases to be accurate or complete.

The undersigned hereby irrevocably directs that the said Common Shares be issued, registered and delivered as follows:

NAME(S) IN FULL	ADDRESS(ES)	NUMBER OF COMMON SHARES

(Please print)

DATED this ► day of ►, 20►

Signature Guaranteed

Name of Warrantholder

Name of Authorized Representative

Signature of Warrantholder or
Authorized Representative

Title or Capacity of Authorized
Representative

Daytime Phone Number of
Warrantholder or Authorized
Representative

- Please check this box if the securities are to be picked up at the office where the Warrant Certificate is surrendered, failing which the securities will be mailed to the address shown on the register.

Instructions:

The signature of the Holder must be the signature of the registered holder appearing on the face of this Warrant Certificate.

If this Exercise Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to the Trustee and the Company, acting reasonably.

The signature on this Exercise Form must be guaranteed by a Canadian Schedule I chartered bank, medallion guaranteed by a recognized medallion signature guarantee program or in any other manner satisfactory to the Trustee. The guarantor must affix a stamp bearing the actual words "Signature Guaranteed". Signature guarantees are not accepted from Treasury Branches or credit unions unless they are members of the Stamp Medallion Program. In the United States, signature guarantees must be done by members of the "Medallion Signature Guarantee Program" only.

If securities are to be issued to a person other than the registered Holder, the Transfer Form must be completed and the Holder must pay or cause to be paid to the Company or the Trustee all applicable transfer or similar taxes, if any, and the Company shall not be required to issue or deliver certificates evidencing the Common Shares and Warrants unless and until such Holder shall have paid to the Company or the Trustee the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid or that no Title or Capacity of Authorized Representative

SCHEDULE "B"
FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO: [The Warrant Agent/Transfer Agent, as applicable]

AND TO: Pharmadrug Inc. (the "**Company**")

The undersigned (A) acknowledges that the sale of ► common shares of Pharmadrug Inc. (the "**Company**") represented by certificate number ► to which this declaration relates is being made in reliance on Rule 904 of Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the undersigned is not (a) an "affiliate" of the Company (as that term is defined in Rule 405 under the U.S. Securities Act), (b) a "distributor" as defined in Regulation S or (c) an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of a "designated offshore securities market" and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States or a U.S. person; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any "directed selling efforts" in the United States in connection with the offer and sale of such securities; (4) the sale was bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace securities sold in reliance on Rule 904 of Regulation S with fungible unrestricted securities; and (6) the contemplated sale was not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S.

The undersigned understands that the Company, the warrant agent or the transfer agent, as applicable, and others are relying upon the representations contained in this declaration. The undersigned agrees to and does hereby indemnify and hold the Company, the warrant agent or the transfer agent, as applicable, the undersigned's broker-dealer (if any), and their directors, officers, employees, agents and legal counsel (each an "**Indemnified Party**") harmless from and against any claim against any Indemnified Party and against any other loss, cost, damage or expense to any Indemnified Party as a result of the material inaccuracy of any representation made by the undersigned in this Declaration, including, without limitation, all expenses, reasonable attorney's fees and court costs.

Dated: _____

Authorized signatory

Affirmation By Seller's Broker-Dealer
(required for sales in accordance with Section (B)(2)(b) above)

We have read the foregoing representations of our customer, _____ (the "**Seller**") with regard to the sale, for such Seller's account, of _____ warrants/common shares (the "**Securities**") of the Company. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

1. no offer to sell the Securities was made to a person in the United States;
2. the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another designated offshore securities market (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
3. no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
4. we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Company shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

Name of Firm

By: _____
Authorized officer

Date: _____

