

**VOTING SUPPORT AND LOCK-UP AGREEMENT**

**THIS AGREEMENT** is made as of the 20th day of April, 2022.

**BETWEEN:**

**SENTA CAPITAL INC.**

(the “**Securityholder**”)

- and –

**YOURWAY CANNABIS BRANDS INC.,**

a company existing under the laws of the province of British Columbia

(the “**Purchaser**”)

- and -

**IONIC BRANDS CORP.,**

a company continued under the laws of the province of British Columbia

(the “**Company**”)

**WHEREAS** the Securityholder is the registered and/or beneficial owner of that number of issued and outstanding common shares (the “**Common Shares**”), series D voting preferred shares (the “**Series D Shares**”) and series E non-voting preferred shares (the “**Series E Shares**”) and together with the Common Shares and the Series D Shares, the “**Shares**”) in the capital of the Company set forth in Schedule A.

**AND WHEREAS** the Securityholder is the holder of that number of options to acquire Common Shares (“**Options**”), Common Share purchase warrants (“**Warrants**”) and convertible debentures of the Company (“**Debentures**”) and together with the Options and Warrants, “**Convertible Securities**”) set forth in Schedule A.

**AND WHEREAS** the Purchaser and the Company have entered into an arrangement agreement (the “**Arrangement Agreement**”) concurrently with the entering into of this Agreement and propose to consummate an arrangement as set forth in the plan of arrangement attached to the Arrangement Agreement (the “**Arrangement**”).

**AND WHEREAS** the Securityholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder.

**AND WHEREAS** the Securityholder acknowledges that the Arrangement is subject to a number of conditions, including the amendment to the Company’s articles to remove and delete in its’ entirety Section 26.7(2) of the Company’s articles relating to the fixed dividend

right of the Series E Shares and holders of Series E Shares shall not be entitled to any accrued and unpaid dividend (the “**Series E Amendment**”), such Series E Amendment to take effect immediately prior to the Effective Time.

**NOW THEREFORE** this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

1.

## **INTERPRETATION**

### **1.1. Definitions**

All terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement, a substantially final version copy of which has been delivered to the Securityholder prior to the date hereof. For the purposes of this Agreement:

“**Subject Debentures**” means that number of Debentures set forth in Schedule A, being all of the Debentures owned legally or beneficially by the Securityholder or over which the Securityholder exercises control or direction;

“**Subject Options**” means that number of Options set forth in Schedule A, being all of the Options owned legally or beneficially by the Securityholder or over which the Securityholder exercises control or direction;

“**Subject Securities**” means, collectively, the Securityholder’s Subject Shares, Subject Options, Subject Warrants and Subject Debentures;

“**Subject Shares**” means that number of Shares set forth in Schedule A, being all of the Shares owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, and shall further include any Shares issued upon the exercise, conversion or vesting, as applicable, of Convertible Securities or otherwise acquired by the Securityholder after the date hereof; and

“**Subject Warrants**” means that number of Warrants set forth in Schedule A, being all of the Warrants owned legally or beneficially by the Securityholder or over which the Securityholder exercises control or direction.

2.

## COVENANTS

### 2.1. General Covenants of the Securityholder

The Securityholder hereby covenants and agrees in favour of the Purchaser that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement:

- (a) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) called to vote upon the Arrangement, the Series E Amendment or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the Arrangement or the Series E Amendment is sought, the Securityholder shall cause its Subject Securities (which have a right to vote at such meeting) to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities (which have a right to vote at such meeting) in favour of the approval of the Arrangement, the Series E Amendment and any other matter necessary for the consummation of the Arrangement;
- (b) at any meeting of securityholders of the Company (including in connection with any separate vote of any sub-group of securityholders of the Company that may be required to be held and of which sub-group the Securityholder forms part) or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the shareholders or other securityholders of the Company is sought (including by written consent in lieu of a meeting), the Securityholder shall cause its Subject Securities (which have a right to vote at such meeting) to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities (which have a right to vote at such meeting) against any Acquisition Proposal and/or any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful completion of the Arrangement and each of the transactions contemplated by the Arrangement Agreement (the “**Prohibited Matters**”);
- (c) the Securityholder hereby revokes any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement;

- (d) the Securityholder shall not, directly or indirectly, through any officer, director, employee, representative, agent or otherwise, and shall not permit any such person to:
  - (i) make, initiate, solicit, promote, entertain or encourage (including by way of furnishing or affording access to information or entering into any form of agreement, arrangement or understanding), or take any other action that facilitates, directly or indirectly, any inquiry or the making of any inquiry, proposal or offer with respect to an Acquisition Proposal or that reasonably could be expected to constitute or lead to an Acquisition Proposal;
  - (ii) participate in any discussions or negotiations with, furnish information to, or otherwise co-operate in any way with, any person (other than the Purchaser and its subsidiaries) regarding an Acquisition Proposal or any inquiry, proposal or offer that reasonably could be expected to constitute or lead to an Acquisition Proposal;
  - (iii) take no position or remain neutral with respect to, or agree to, accept, approve, endorse or recommend, or propose publicly to agree, accept, approve, endorse or recommend any Acquisition Proposal;
  - (iv) withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify support for the Arrangement or the Series E Amendment;
  - (v) accept, recommend, enter into, or propose publicly to accept, recommend or enter into, any agreement, understanding or arrangement in respect of an Acquisition Proposal or potential Acquisition Proposal; or
  - (vi) make any public announcement or take any other action inconsistent with, or that could reasonably be likely to be regarded as detracting from, the approval of the transactions contemplated by the Arrangement Agreement;
- (e) the Securityholder will immediately cease and cause to be terminated any existing solicitation, encouragement, discussion or negotiation commenced prior to the date of this Agreement with any person (other than the Purchaser) by such Securityholder or, if applicable, any of its officers, directors, employees, representatives or agents, with respect to any potential Acquisition Proposal, whether or not initiated by the Securityholder or any of its officers, directors, employees, representatives or agents;

- (f) the Securityholder agrees not to, directly or indirectly, (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Securities to any person, other than pursuant to the Arrangement Agreement or (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other than pursuant to the terms of this Agreement;
- (g) the Securityholder shall not take any other action of any kind, directly or indirectly, which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of the transactions contemplated by the Arrangement Agreement;
- (h) the Securityholder shall, as a holder of Subject Securities, cooperate with the Company and the Purchaser to successfully complete the Arrangement and this Agreement and to oppose any of the Prohibited Matters;
- (i) the Securityholder shall not exercise any rights of appraisal or rights of dissent with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement that the Securityholder may have;
- (j) without limiting the generality of Section 5.1, no later than 10 Business Days prior to the date of the Company Meeting: (i) with respect to any Subject Shares (which have a right to vote at such meeting and any other Subject Securities which have a right to vote at such meeting) that are registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular and with a copy to the Purchaser concurrently with such delivery, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Arrangement and the Series E Amendment; and (ii) with respect to any Subject Shares (which have a right to vote at such meeting and any other Subject Securities which have a right to vote at such meeting) that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver a duly executed voting instruction form to the intermediary through which the Securityholder holds its beneficial interest in the Securityholder’s Subject Securities, with a copy to the Purchaser concurrently, instructing that the Securityholder’s Subject Securities (which have a right to vote at such meeting) be voted at the Company Meeting in favour of the Arrangement and the Series E Amendment. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent

of the Purchaser unless this Agreement is terminated in accordance with Article 4 prior to the exercise of such proxy; and

- (k) the Securityholder agrees not to, directly or indirectly, convert any of its Series D Shares or Series E Shares, other than in accordance with the terms of the Arrangement Agreement or this Agreement.

## **2.2. Co-operation/Alternative Transaction**

If the Purchaser concludes after the date of this Agreement that it is necessary or desirable to proceed with a form of transaction other than pursuant to the Arrangement Agreement (including, without limitation, a formal take-over bid or amalgamation) whereby the Purchaser and/or its affiliates would effectively acquire all of the Subject Shares within approximately the same time periods and on economic terms and other terms and conditions having consequences to the Securityholder that are substantially equivalent to or better than those contemplated by the Arrangement Agreement (any such transaction is referred to as an “**Alternative Transaction**”), the Securityholder agrees to support the completion of the Alternative Transaction in the same manner as this Agreement provides with respect to the Arrangement, including, in the case of a take-over bid, by (i) causing all of the Subject Options or Subject Warrants that are in-the-money to be exercised and causing all of the Subject Debentures to be converted; and (ii) causing all of the Subject Shares (including the Subject Shares resulting from the exercise or conversion of Subject Options, Subject Warrants and/or Subject Debentures) to be validly tendered in acceptance of such take-over bid together with the letter of transmittal and, if applicable, notice of guaranteed delivery, and any other documents required in accordance with such take-over bid, and will not withdraw the Securityholder’s Subject Shares from such take-over bid except as expressly otherwise provided in this Agreement.

## **2.3. Post-Arrangement Lock-Up**

Subject to the completion of the Arrangement, the Securityholder hereby covenants and agrees in favour of the Purchaser that, from the effective date of the Arrangement (the “**Effective Date**”), the common shares of the Purchaser acquired by the Securityholder pursuant to the Arrangement (the “**Purchaser Shares**”), or other securities convertible into, exchangeable for or exercisable to acquire Purchaser Shares (together with Purchaser Shares, the “**Purchaser Securities**”), shall be subject to the restrictions on Disposition (as defined below) set out in Schedule B. The Securityholder agrees that it will not Transfer, or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Purchaser Securities, or any right or interest therein (legal or equitable) to any Person or group of Persons, or tender any of the Purchaser Securities to a take-over bid or enter into any agreement, arrangement, commitment or understanding in connection therewith, or agree to do any of the foregoing with respect to the Purchaser Securities (each, a “**Disposition**”) until such time as such Purchaser Securities have been released in accordance with Schedule B, other than (A) any exercise or conversion, as applicable, of warrants, options or debentures exercisable for or convertible into Purchaser Shares in accordance with their

terms, provided, subject to paragraph (B) hereof, that such Purchaser Shares are also subject to this Section 2.3, (B) the Purchaser Shares issuable upon exercise of, in accordance with their terms and the terms of the Arrangement, the Consideration Warrants, (C) with the prior written consent of the Purchaser, (D) to one or more corporations, family trusts, RRSP accounts or other entities directly or indirectly owned or controlled by, or under common control with the Securityholder, provided that (i) any such Disposition will not relieve the Securityholder of or from its obligations under this Agreement, (ii) prompt written notice of such Disposition is provided to the Purchaser; and (iii) the transferee continues to be an entity or corporation directly or indirectly owned or controlled by the Securityholder at all times, or (E) pursuant to a bona fide take-over bid made to all holders of Purchaser Shares, arrangement, merger, amalgamation or other business combination or similar transaction in which other holders of Purchaser Shares are entitled to participate and that is approved or supported by the board of directors of the Purchaser, provided that in the event that such transaction is not completed, the Purchaser Securities subject to this Agreement shall remain subject to this Agreement.

#### **2.4. Covenants of the Purchaser**

The Purchaser agrees to comply with its obligations under the Arrangement Agreement. The Purchaser hereby agrees and confirms to the Securityholder that it shall take all steps required of it to consummate the Arrangement and cause the Share Consideration to be made available to pay for the Subject Securities, in each case in accordance with and subject to the terms and conditions of the Arrangement Agreement and the Plan of Arrangement.

#### **2.5. Consideration Warrants**

Immediately prior to the Effective Time, and subject to compliance by the Securityholder with the terms of this Agreement, the Company shall issue to the Securityholder 10,000,000 Common Share purchase warrants of the Company (the “**Consideration Warrants**”). Each Consideration Warrant shall entitle the holder thereof to acquire one Common Share of the Company at \$0.05 per Common Share for three years from the date of issuance. The Company shall issue the Consideration Warrants to the Securityholder, as registered in the name and amounts set out in Schedule C or as directed by the Securityholder.

### **3.**

#### **REPRESENTATIONS AND WARRANTIES**

##### **3.1. Representations and Warranties of the Securityholder**

The Securityholder hereby represents and warrants to and covenants with the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations, warranties and covenants in entering into this Agreement and the Arrangement Agreement:

- (a) **Incorporation; Capacity; Authorization.** Where the Securityholder is a corporation, it is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation; it has the requisite corporate power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder. Where the Securityholder is not a corporation, he, she or it has the power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform his, her or its obligations hereunder.
- (b) **Enforceable.** This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding obligation, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (c) **Ownership of Shares and Other Securities.** The Securityholder is the sole registered and/or beneficial owner of its Subject Securities. As of the date hereof, the Securityholder does not directly or indirectly control or direct, or own or have any registered or beneficial interest in, any other securities of the Company, other than as disclosed in Schedule A. The Securityholder is and will be immediately prior to the Effective Date, the registered and/or beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of any and all Liens.
- (d) **No Breach.** Neither the execution and delivery of this Agreement by the Securityholder, the consummation by the Securityholder of the transactions contemplated hereby nor the compliance by the Securityholder with any of the provisions hereof will:
- (i) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) (or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal) under any provision of the certificate of incorporation, articles, by-laws or any other constating document of the Securityholder, if applicable, or under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the Securityholder is a party or by which the Securityholder or any of its properties or assets (including the Subject Securities) may be bound;
  - (ii) require on the part of the Securityholder any filing with (other than pursuant to the requirements of applicable securities legislation (which filings the Securityholder will undertake)) or permit, authorization,



consent or approval of, any Governmental Authority or any other person; or

- (iii) subject to compliance with any approval or Laws contemplated by the Arrangement Agreement, violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Securityholder or any of its properties or assets,

in each case other than as would not be reasonably expected to have a material adverse effect on the Securityholder's ability to perform its obligations hereunder.

- (e) **No Proceedings.** There is no private or governmental action, suit, proceeding, claim, arbitration or investigation in progress or pending before any Governmental Authority, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its property or any judgement, decree or order against the Securityholder or any of its property that, individually or in the aggregate, would adversely affect in any material manner the ability of the Securityholder to enter into this Agreement and to perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities.
- (f) **No Agreements.** No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or Transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement or the Arrangement Agreement.
- (g) **Voting.** The Securityholder has the sole and exclusive right to enter into this Agreement and to vote (or cause to be voted) the Subject Securities (which have a right to vote at such meeting) as contemplated herein. None of the Subject Securities is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (h) **Consents.** No consent, approval, order or authorization of, or declaration or filing with, any Governmental Authority or other person is required to be obtained by the Securityholder in connection with the execution, delivery or performance of this Agreement.

### **3.2. Representations and Warranties of the Purchaser**

The Purchaser hereby represents and warrants and covenants to the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Capacity.** The Purchaser validly subsists under the laws of British Columbia and has all necessary requisite corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Authorization.** The execution, delivery and performance of this Agreement by the Purchaser has been duly authorized and no other internal proceedings on its part is necessary to authorize this Agreement or the transactions contemplated hereunder.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

### **3.3. Representations and Warranties of the Company**

The Company hereby represents and warrants and covenants to the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Capacity.** The Company validly subsists under the laws of British Columbia and has all necessary requisite corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Authorization.** The execution, delivery and performance of this Agreement by the Company has been duly authorized and no other internal proceedings on its part is necessary to authorize this Agreement or the transactions contemplated hereunder, including, without limitation, to issue the Common Shares issuable upon conversion of the Subject Shares and the Consideration Warrants.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (d) **Consents.** Other than the approval of the Canadian Securities Exchange with respect to the Consideration Warrants, no authorization, consent or approval

of, or filing with, any Governmental Authority or any other person is necessary on the part of the Company in connection with the execution and delivery of this Agreement or the completion by it of the transactions contemplated hereunder.

- (e) **Allotment.** At or prior to the issuance of the Consideration Warrants, the Company will have reserved or set aside sufficient Common Shares in its treasury to allow for the exercise of the Consideration Warrants and all such Common Shares will be duly and validly issued as fully paid and non-assessable upon exercise of the Consideration Warrants in accordance with their terms.

### **3.4. Survival of Representations and Warranties**

No investigation by or on behalf of any party prior to the execution of this Agreement will mitigate, diminish or affect the representations and warranties made by the other parties. The representations and warranties of the parties contained in this Agreement will expire and be terminated on the earlier of (i) the completion of the Arrangement, and (ii) the date on which this Agreement is terminated in accordance with its terms.

## **4.**

### **TERMINATION**

#### **4.1. Termination**

This Agreement may be terminated:

- (a) at any time upon the mutual written agreement of the Purchaser, the Securityholder and the Company;
- (b) by the Purchaser if: (i) any of the representations and warranties of the Securityholder in this Agreement shall not be true and correct in all material respects; or (ii) the Securityholder shall not have complied with its covenants to the Purchaser contained in this Agreement in all material respects; provided in each case that the Purchaser has notified the Securityholder in writing of any of the foregoing events and the same has not been cured by the Securityholder within ten Business Days of the date such notice was received by the Securityholder;
- (c) by the Securityholder if: (i) any of the representations and warranties of the Purchaser or the Company in this Agreement shall not be true and correct in all material respects; or (ii) the Purchaser or the Company shall not have complied with its covenants to the Securityholder contained in this Agreement in all material respects; provided in each case that the Securityholder has notified the Purchaser or the Company in writing of any of the foregoing events and the same has not been cured by the Purchaser or the Company

within ten Business Days of the date such notice was received by the Purchaser or the Company;

- (d) by the Securityholder if, without the Securityholder's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), the Arrangement Agreement or the Plan of Arrangement is amended, modified, or if a waiver of any covenant, condition or breach is made by any party, in each case, in any material respect in such a manner that would be materially adverse to the interests of the Securityholder in its reasonable discretion, including without limitation, to provide for any decrease in the consideration to be received by the Securityholder as set out in the Arrangement Agreement; provided that a decrease in the market price of the Purchaser Shares will not constitute a decrease in the amount of the consideration to be received by the Securityholder;
- (e) by the Purchaser, the Company or the Securityholder if the Arrangement Agreement is terminated in accordance with its terms, including without limitation where the Arrangement Agreement is terminated in connection with the acceptance by the Company of a Superior Proposal pursuant to Section 6.1(d)(i) thereof; or
- (f) automatically on the Effective Time, provided that the provisions of Section 2.3 and Article 5 shall continue to apply and shall survive the termination of this Agreement.

#### **4.2. Effect of Termination**

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will, subject to Section 4.1(f), become void and no party shall have liability to any other party, except in respect of a breach of this Agreement which occurred prior to such termination and the Securityholder shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect of the Subject Securities or, if applicable, to withdraw any deposited Subject Securities to any take-over bid.

### **5.**

#### **GENERAL**

##### **5.1. Further Assurances**

Each of the Securityholder, the Company and the Purchaser will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

**5.2. Disclosure**

Each of the Securityholder, the Company and the Purchaser hereby consents to the disclosure of the substance of this Agreement in any press release or any circular relating to the Company Meeting and the filing of a copy thereof by the Company at [www.sedar.com](http://www.sedar.com).

Except as set forth above or as required by applicable laws or regulations or by any Governmental Authority or in accordance with the requirements of any stock exchange, the Securityholder shall not make any public announcement or statement with respect to this Agreement without the approval of the Purchaser, which shall not be unreasonably withheld or delayed. The Securityholder agrees to consult with the Company prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

**5.3. Time**

Time shall be of the essence in this Agreement.

**5.4. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under or in relation to this Agreement.

**5.5. Entire Agreement**

This Agreement, including the schedules hereto and the provisions of the Arrangement Agreement incorporated herein by reference constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

**5.6. Amendments**

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

**5.7. Severability**

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

**5.8. Assignment**

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto, except that the Purchaser may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement to an affiliate, without reducing its own obligations hereunder, without the consent of the Securityholder.

**5.9. No Third Party Beneficiaries**

The parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the parties and no person, other than the parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

**5.10. Notices**

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by email, in the case of:

- (a) the Purchaser, addressed as follows:

YourWay Cannabis Brands Inc.  
2200 - 885 W Georgia Street  
Vancouver, British Columbia  
V6C 3E8

Attention: Jakob Ripshtein  
Email: [Redacted - Personal Contact Information]

with a copy (which shall not constitute notice) to:

Cassels Brock & Blackwell LLP  
2100 Scotia Plaza  
40 King Street West  
Toronto, ON M5H 3C2

Attention: Jonathan Sherman / Jamie Litchen  
Email: jsherman@cassels.com / jlitchen@cassels.com

- (b) the Company, addressed as follows:

Ionic Brands Corp.

1142 Broadway, Suite 300  
Tacoma, WA  
98402

Attention: John Gorst  
Email: [Redacted - Personal Contact Information]

with a copy (which shall not constitute notice) to:

McMillan LLP  
1500-1055 West Georgia Street  
Vancouver, ON V6E 4N7

Attention: Desmond Balakrishnan  
Email: desmond.balakrishnan@mcmillan.ca

(c) the Securityholder, as set forth on the signature page to this Agreement.

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

#### **5.11. Specific Performance and other Equitable Rights**

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

#### **5.12. Expenses**

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

#### **5.13. Counterparts**

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of

an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

*Remainder of page intentionally left blank.*



**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above.

**YOURWAY CANNABIS BRANDS INC.**

By: (Signed) "*Jakob Ripshtein*"

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Name: Jakob Ripshtein

Title: Executive Chairman

**IONIC BRANDS CORP.**

By: (Signed) "*John Gorst*"

---

Name: John Gorst

Title: CEO

SENTA CAPITAL INC

(Print Name of Securityholder)

(Signed) "*Katarina Ticeric*"

(Signature of Securityholder or Authorized Signatory)

[Redacted - Personal Contact Information]

(Place of Residency)

**Katarina Ticeric - CEO**

(Print Name and Title)

Address: [Redacted - Personal Contact Information]

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Telephone: [Redacted - Personal Contact Information]

Email: [Redacted - Personal Contact Information]

**Schedule A  
Subject Securities**

<b>Owner</b>	<b>Number of Common Shares Held</b>	<b>Number of Series D Shares Held</b>	<b>Number of Series E Shares Held</b>	<b>Number of Options Held</b>	<b>Number of Warrants Held</b>	<b>Number of Debenture s Held</b>
S e n t a C a p i t a l			2,591,625			

**Schedule B  
Lock-Up Schedule**

<b>Release Date</b>	<b>Percentage of Purchaser Shares to be Released</b>
12 months following the Effective Date	20%
15 months following the Effective Date	20%
18 months following the Effective Date	20%
21 months following the Effective Date	20%
24 months following the Effective Date	20%

**Schedule C**  
**Registration Details of Consideration Warrants**

<b>Name</b>	<b>Address</b>	<b>Number of Warrants</b>
Senta Capital Inc.	[Redacted - Personal Contact	10,000,000
	Information]	