

## VOLUNTARY POOLING AGREEMENT

**THIS AGREEMENT** is made as of the 13th day of September, 2018.

**AMONG:**

**NUTRIVIDA BIOTECH INVESTMENTS INC.**, a company incorporated under the laws of British Columbia with an address at PO Box 49130 2900 – 595 Burrard Street, Vancouver, BC V7X 1J5

(the “**Issuer**”)

**AND:**

**BEVCANNA ENTERPRISES INC.**, a company incorporated under the laws of British Columbia with an address at 200 - 1672 West 2nd Avenue, Vancouver, British Columbia V6J 1H4

(“**Bevcanna**”)

**AND:**

**CLARK WILSON LLP**, of 900 – 885 West Georgia Street, Vancouver, BC V6C 3H1

(the “**Pooling Agent**”)

**AND:**

**EACH OF THE UNDERSIGNED SUBJECT SHAREHOLDERS** (together with any persons that become holders of Subject Shares immediately prior to the Effective Time)

(each, a “**Subject Shareholder**”)

**WHEREAS:**

A. The Issuer has entered into an amalgamation agreement dated August 24, 2018 (the “**Amalgamation Agreement**”) with Bevcanna and Nutrivida Acquisition Inc. (“**Newco**”), a wholly-owned subsidiary of the Issuer, to effect a three-cornered amalgamation of Newco, the Issuer, and Bevcanna (the “**Amalgamation**”), whereby, at the effective time of the Amalgamation (the “**Effective Time**”), among other things, Bevcanna and Newco will amalgamate pursuant to the provisions of Section 269 of the *Business Corporations Act* (British Columbia) to form a new company (“**Amalco**”) and Amalco will become a wholly-owned subsidiary of the Issuer;

B. Pursuant to the Amalgamation Agreement, the Issuer has agreed to cause all of its holders (the “**Subject Nutrivida Shareholders**”) of common shares of the Issuer (each, a “**Share**”) immediately prior to the Effective Time, other than two shareholders holding a total of 740,000 Shares, to on or prior to the closing of the Amalgamation (the “**Closing**”), enter into a pooling agreement pursuant to which any Shares held by the Subject Nutrivida Shareholders that were originally issued at a price per Share of

less than \$0.25 (each, a “**Nutrivida Subject Share**”) would be pooled and released as to one-tenth (10%) on the date of Listing (as hereinafter defined) and then as to one-sixth (15%) every six months thereafter;

C. Pursuant to the Amalgamation Agreement, Bevcanna has agreed to cause all of its shareholders immediately prior to the Effective Time other than one shareholder holding a total of 1,000,000 Bevcanna Shares (as defined below) (the “**Subject Bevcanna Shareholders**” and together with the Subject Nutrivida Shareholders, the “**Subject Shareholders**”) holding Class A Common and Class B Common shares of Bevcanna (each, a “**Bevcanna Share**”) that were originally issued at a price per Bevcanna Share of less than \$0.25 (each, a “**Bevcanna Exchange Share**”) to, on or prior to the Closing, enter into a pooling agreement pursuant to which the Shares for which the Bevcanna Exchange Shares will be exchanged pursuant to the Amalgamation Agreement (each, a “**Bevcanna Subject Share**” and together with the Nutrivida Subject Shares, the “**Subject Shares**”) would be pooled and released as to one-tenth (10%) on the date of Listing and then as to one-sixth (15%) every six months thereafter; and

D. Each of the Subject Shareholders seeks to place in pool all the Subject Shares owned by the Subject Shareholder, being the number of Subject Shares set opposite the name of such Subject Shareholder in Schedule A attached hereto (collectively, the “**Pooled Shares**”), upon and subject to the terms and conditions hereinafter more particularly set out;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual covenants and conditions hereinafter contained, the Issuer, the Pooling Agent and the Subject Shareholders (collectively, the “**Parties**”) hereto agree as follows:

## **PART 1 POOL**

### **(i) Appointment of Pooling Agent**

The Issuer and the Subject Shareholders appoint the Pooling Agent to act as Pooling Agent under this Agreement. The Pooling Agent accepts the appointment.

### **(ii) Deposit of Pooled Shares in Pool**

(a) The Issuer or the Subject Shareholder (as applicable) agrees to immediately deposit the share certificates or other evidence of the Pooled Shares listed opposite the respective Subject Shareholder’s name in Schedule A with the Pooling Agent on behalf of each Subject Shareholder to be held in pool pursuant to the terms and conditions of this Agreement.

(b) If a Subject Shareholder receives any other securities of the Issuer (the “**Additional Pooled Securities**”):

(i) as a dividend or other distribution on the Pooled Shares;

(ii) on the exercise of a right of purchase, conversion or exchange attaching to the Pooled Shares, including securities received on conversion of special warrants;

(iii) on a subdivision, or compulsory or automatic conversion or exchange of Pooled Shares; or

- (iv) from a Successor Issuer in a Business Combination, each as defined herein, if Part 5 of this Agreement applies,

the Issuer, on behalf of each Subject Shareholder, will deposit such securities in pool with the Pooling Agent. The Issuer, on behalf of each Subject Shareholder, will deliver or cause to be delivered to the Pooling Agent any share certificates or other evidence of such Additional Pooled Securities. When this Agreement refers to Pooled Shares, it shall be deemed to include Additional Pooled Securities, if applicable.

- (c) The Issuer or the Subject Shareholder (as applicable) will immediately deliver or cause to be delivered to the Pooling Agent any replacement share certificates or other evidence of Additional Pooled Securities issued to each Subject Shareholder.

**(iii) Direction to Pooling Agent**

The Issuer and the Subject Shareholders direct the Pooling Agent to hold the Pooled Shares in pool until they are released from pool under this Agreement.

**PART 2  
RELEASE OF POOLED SHARES**

**(i) Release Provisions**

The Pooled Shares to be held by the Pooling Agent are to be released on the following basis (the “**Release Schedule**”):

- (a) 10% on the Listing Date, as defined herein;
- (b) 15% on the date that is six months from the Listing Date;
- (c) 15% on the date that is 12 months from the Listing Date;
- (d) 15% on the date that is 18 months from the Listing Date;
- (e) 15% on the date that is 24 months from the Listing Date;
- (f) 15% on the date that is 30 months from the Listing Date; and
- (g) all remaining Pooled Shares on the date that is 36 months from the Listing Date.

The first day the Shares, or any successor securities for which the Shares are thereby converted or exchanged, are listed for trading (a “**Listing**”) on the Canadian Securities Exchange (the “**CSE**”) or other North American stock exchange (an “**Exchange**”) is referred to herein as the “**Listing Date**”. Any fraction of a Pooled Share to be released from pool by the Pooling Agent will be disregarded and, in such circumstances, such number of Pooled Shares will be rounded down to the next whole number.

Unless a court orders otherwise, the Pooling Agent is not required to affect any full or partial release of Pooled Shares hereunder unless the fees and expenses owing to it at such date have been paid in full.

**(ii) Subject to Stock Exchange Acceptance**

Each Subject Shareholder acknowledges and agrees that this Agreement is subject to acceptance by the CSE or other Exchange, as applicable, and agrees that they will execute and deliver to the Issuer, the Pooling Agent and the CSE or other Exchange, as applicable, all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as in the opinion of the Issuer or its counsel are necessary or advisable to address any comments the CSE or other Exchange may have in connection with this Agreement.

**(iii) Additional Escrow Requirements**

The Parties acknowledge that certain of the Shares and certain of the Shares issued upon exchange for certain Bevcanna Shares pursuant to the Amalgamation Agreement may be, in addition to this Agreement, subject to the terms of an escrow agreement (the "**Escrow Agreement**") required by the CSE or other Exchange in connection with a Listing on the CSE or other Exchange. In the event that the release schedule contained in the Escrow Agreement (the "**Escrow Release Schedule**") provides for the release of Shares from escrow over a longer period of time than is provided for in the Pooling Agreement, each Subject Shareholder agrees to be bound by such lengthened release schedule as set out in the Escrow Agreement (the "**Amended Release Schedule**") and acknowledges and agrees that this Agreement will be deemed to be amended as of the Listing Date to replace the Release Schedule with the Amended Release Schedule and make such consequential amendments as necessary to give effect to the Amended Release Schedule, without any further action by or any approval from the Subject Shareholders. Upon adoption of an Amended Release Schedule, the Issuer shall issue a news release announcing the Listing, the Escrow Agreement and the amendment of this Agreement to include the Amended Release Schedule.

**(iv) Delivery of Share Certificates for Pooled Shares**

- (a) The Pooling Agent will send to each Subject Shareholder any share certificates or other evidence of that Subject Shareholder's Pooled Shares in the possession of the Pooling Agent released from pool as soon as reasonably practicable after the release.
- (b) If a Listing does not occur by June 28, 2019 (the "**Listing Deadline**"), then the Issuer will notify the Pooling Agent and the Subject Shareholders of this fact in writing within five business days of the Listing Deadline and, upon receipt of such notice by the Pooling Agent, this Agreement will terminate and the Pooling Agent shall release all Pooled Shares deposited hereunder to the respective Subject Shareholders.

**PART 3  
DEALING WITH POOLED SHARES**

**(i) Restriction on Transfer**

During the term the Pooled Shares are held in pool as set forth in Part 2, and unless it is expressly permitted in this Agreement, each Subject Shareholder will not sell, deal in, assign, transfer in any manner whatsoever or agree to sell, deal in, assign or transfer in any manner whatsoever any of the Pooled Shares, or beneficial ownership of or any interest in them, and the Pooling Agent shall not accept or acknowledge any transfer, assignment, declaration of trust or any other document evidencing a change of legal or beneficial ownership of or interest therein, except as may be required by reason of the death or bankruptcy of a Subject

Shareholder, in which case the Pooling Agent shall hold the said certificates for the Pooled Shares subject to this Agreement, for whatsoever person or persons, firm or corporation as may thus become legally entitled thereto.

Notwithstanding the foregoing, a Subject Shareholder may transfer Pooled Shares to a third party provided that:

- (a) such transfer is approved by the board of directors of the Issuer; and
- (b) the transferor:
  - (i) gives notice to the Pooling Agent in writing specifying the information required by the Pooling Agent to update its register of holders of Pooled Shares upon completion of the transfer;
  - (ii) provides the Pooling Agent with a stock power of attorney respecting the transfer of the Pooled Shares completed and executed by the transferor in accordance with the requirements of the Issuer or the Issuer's transfer agent, as applicable;
  - (iii) provides the Pooling Agent with an acknowledgement and agreement to be bound by the terms of this Agreement in the form attached hereto as Schedule B duly executed by the transferee; and
  - (iv) provides written CSE or other Exchange approval, as applicable, if any of the Pooled Shares to be transferred are subject to escrow under the Escrow Agreement.

Upon receipt of a certified copy of the board resolutions, an Officer's Certificate confirming that the transfer is permitted and would not violate the terms of any escrow conditions imposed by CSE or other Exchange and the above documentation described in paragraph (b) and completion of the requested transfer by the Issuer or the Issuer's transfer agent, as applicable, the transferee receiving Pooled Shares pursuant to this section will be treated as a Subject Shareholder for the purposes of this Agreement and will be subject to the conditions contemplated herein with respect to such Pooled Shares. The Subject Shareholders acknowledge that the Pooled Shares which are subject to this Agreement may also be subject to escrow conditions imposed by the CSE or other Exchange and that such escrow may prohibit transfers of Pooled Shares to third parties as contemplated by this section. No transfer of Pooled Shares will be permitted under this section where such transfer would not be permitted by the CSE or other Exchange as a result of escrow conditions imposed by the CSE or other Exchange, as applicable.

**(ii) Voting of Pooled Shares**

Each Subject Shareholder may exercise voting rights attached to the Pooled Shares held by the respective Subject Shareholder while such Pooled Shares are in pool and subject to the terms of this Agreement.

**(iii) Dividends on Pooled Shares**

Each Subject Shareholder may receive a dividend or other distributions on the Pooled Shares held by such Subject Shareholder, and elect the manner of payment from any standard options offered by the Issuer. If the Pooling Agent receives a dividend or other distribution with respect to Pooled Shares, other than Additional Pooled Securities, the Pooling Agent will pay the dividend or other distribution to the respective Subject Shareholder within a timely matter after receipt of the same, without interest.

**(iv) Exercise of Other Rights Attaching to Pooled Shares**

Each Subject Shareholder may exercise any rights to exchange or convert such number of Pooled Shares held by the respective Subject Shareholder in accordance with this Agreement.

**PART 4  
TRANSFERS WITHIN POOL**

**(i) Effect of Transfer Within Pool**

In the event of a transfer of Pooled Shares within pool, the Pooled Shares will remain in pool and released from pool under this Agreement as if no transfer has occurred, on the same terms that applied before the transfer. The Pooling Agent will not deliver any share certificates or other evidence of the Pooled Shares to transferees under this Part 4.

**PART 5  
BUSINESS COMBINATIONS**

**(i) Business Combinations**

This Part applies to the following (each, a “**Business Combination**”):

- (a) a formal take-over bid for all outstanding securities of the Issuer or which, if successful, would result in a change of control of the Issuer;
- (b) a formal issuer bid for all outstanding equity securities of the Issuer;
- (c) a statutory arrangement;
- (d) an amalgamation;
- (e) a merger; and
- (f) a reorganization that has an effect similar to an amalgamation or merger.

**(ii) Delivery to Pooling Agent**

Each Subject Shareholder may tender its Pooled Shares to a person or company in a Business Combination. At least five business days prior to the date the Pooled Shares must be tendered under the Business Combination, a Subject Shareholder selecting to tender its Pooled Shares, must deliver to the Pooling Agent:

- (a) a written direction signed by the Subject Shareholder that directs the Pooling Agent to deliver to the depository under the Business Combination any share certificates or other evidence of the Pooled Shares and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the Issuer's depository, and any other documentation specified or provided by the Subject Shareholder and required to be delivered to the depository under the Business Combination; and
- (b) any other information concerning the Business Combination as the Pooling Agent may reasonably require.

**(iii) Delivery to Depository**

As soon as reasonably practicable, and in any event no later than three business days after the Pooling Agent receives the documents and information required under section (ii), the Pooling Agent will deliver to the depository, in accordance with the direction, any share certificates or other evidence of the Pooled Shares, and a letter addressed to the depository that:

- (a) identifies the Pooled Shares that are being tendered;
- (b) states that the Pooled Shares are held in pool;
- (c) states that the Pooled Shares are delivered only for the purposes of the Business Combination and that they will be released from pool only in accordance with the terms of this Agreement;
- (d) if any share certificates or other evidence of the Pooled Shares have been delivered to the depository, requires the depository to return to the Pooling Agent, as soon as practicable, the share certificates or other evidence of Pooled Shares that are not released from pool into the Business Combination; and
- (e) where applicable, requires the depository to deliver or cause to be delivered to the Pooling Agent, as soon as practicable, share certificates or other evidence of Additional Pool Securities that the Subject Shareholder acquires under the Business Combination.

**(iv) Pool of New Securities**

- (a) If the Subject Shareholder receives securities (the "**New Securities**") of another issuer (the "**Successor Issuer**") in exchange for the Subject Shareholder's Pooled Shares, the New Securities will be subject to pool in substitution for the tendered Pooled Shares.
- (b) If the Subject Shareholder's New Securities are subject to pool, the Pooling Agent will hold the Subject Shareholder's New Securities in pool on the same terms and conditions, including release dates, as applied to the Pooled Shares that are exchanged by the Subject Shareholder.

**PART 6  
RESIGNATION OF POOLING AGENT**

**(i) Resignation of Pooling Agent**

The Pooling Agent may resign as Pooling Agent by giving not less than five (5) days' notice thereof to the Issuer. The Subject Shareholders and the Issuer may terminate the Pooling Agent by giving not less than five (5) days' notice to the Pooling Agent. The resignation or termination of the Pooling Agent will be effective and the Pooling Agent will cease to be bound by this Agreement on the date that is five (5) days after the date of receipt of the termination notice given hereunder or on such other date as the Pooling Agent, the Subject Shareholders and the Issuer may agree upon. All indemnities granted to the Pooling Agent herein will survive the termination of this Agreement or the termination or resignation of the Pooling Agent. In the event of termination or resignation of the Pooling Agent for any reason, the Pooling Agent shall, within that five (5) days' notice period, deliver the Pooled Shares to the new Pooling Agent to be named by the Subject Shareholders and the Issuer or to the Issuer if the Issuer and the Subject Shareholders fail to appoint a new Pooling Agent with such five (5) day period. If any changes are made to Part 7 of this Agreement as a result of the appointment of the successor Pooling Agent, those changes must not be inconsistent with the terms of this Agreement.

**PART 7  
OTHER CONTRACTUAL ARRANGEMENTS**

**(i) Pooling Agent Not a Trustee**

The Pooling Agent accepts duties and responsibilities under this Agreement, and the Pooled Shares and any share certificates or other evidence of such Pooled Shares, solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Pooling Agent shall owe no duties hereunder as a trustee.

**(ii) Pooling Agent Not Responsible for Genuineness**

The Pooling Agent will not be responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any Pooled Shares deposited with it.

**(iii) Pooling Agent Not Responsible for Furnished Information**

The Pooling Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Pooling Agent receives as a condition to a release from pool or a transfer of Pooled Shares within Pool under this Agreement.

**(iv) Pooling Agent Not Responsible after Release**

The Pooling Agent will have no responsibility for Pooled Shares that it has released to a Subject Shareholder or at a Subject Shareholder's direction according to this Agreement.

**(v) Indemnification of Pooling Agent**

The Issuer hereby agrees to indemnify and hold harmless the Pooling Agent, its affiliates, successors, assigns, directors, officers, principals and employees from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without

limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where the same result directly and principally from gross negligence, wilful misconduct or bad faith on the part of the Pooling Agent. This indemnity survives the release of the Pooled Shares, the resignation or termination of the Pooling Agent and the termination of this Agreement.

**(vi) Additional Provisions**

- (a) In exercising the rights, duties and obligations prescribed or confirmed by this Agreement, the Pooling Agent will act honestly and in good faith and will exercise that degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- (b) The Pooling Agent will be protected in acting and relying reasonably upon any notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as “**Documents**”) furnished to it and purportedly signed by any officer or person required to or entitled to execute and deliver to the Pooling Agent any such Document 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.
- (c) The Pooling Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the other Parties, if the duties or indemnification of the Pooling Agent in this Agreement are affected, unless it has given its prior written consent.
- (d) The Pooling Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Pooling Agent will give written notice to the Issuer as soon as practicable that it has retained legal counsel or other advisors. The Issuer will pay or reimburse the Pooling Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.
- (e) In the event of any disagreement arising under the terms of this Agreement, the Pooling Agent will be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by a written agreement among the Parties or by a court of competent jurisdiction.
- (f) The Pooling Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under any other agreement, including any agreement referred to in this Agreement, to which the Pooling Agent is not a party.
- (g) The Pooling Agent will have the right not to act and will 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.

- (h) In case proceedings should hereafter be taken in any court with respect to the Pooled Shares, the Pooling Agent will not be obliged to defend any such action or submit its rights to the court until it has been indemnified by other good and sufficient security, in addition to the indemnity given in Part 7, against its costs of such proceedings.
- (i) In the event that Pooled Shares are attached, garnished or levied upon under any court order, or if the delivery of such property is stayed or enjoined by any court order, or if any court order, judgment or decree is made or entered affecting such property or affecting any act by the Pooling Agent, the Pooling Agent will obey and comply with all writs, orders, judgments or decrees so entered or issued, whether with or without jurisdiction, notwithstanding any provision of this Agreement to the contrary. If the Pooling Agent obeys and complies with any such writs, orders, judgments or decrees, it will not be liable to any of the Parties or to any other person by reason of such compliance, notwithstanding that such writs, orders, judgments or decrees may be subsequently reversed, modified, annulled, set aside or vacated.
- (j) The Pooling Agent is authorized to cancel any share certificate delivered to it and hold such Subject Shareholder's Pooled Shares in electronic, or uncertificated form only, pending release of such securities from pool.
- (k) The Pooling Agent will have no responsibility with respect to any Pooled Shares in respect of which no share certificate or other evidence or electronic or uncertificated form of these securities has been delivered to it, or otherwise received by it.
- (l) Except as otherwise provided herein, the Pooling Agent is authorized and directed to disregard any and all notices and warnings which may be given to it by any of the Parties or by any other person, firm, association or corporation. It will, however, obey any order, judgment or decree of any court of competent jurisdiction, and it is hereby authorized to comply with and obey such orders, judgments or decrees, and in case of such compliance, it shall not be liable by reason thereof to any of the Parties or to any other person, firm, association or corporation, even if, thereafter, any such order, judgment or decree may be reversed, modified, annulled, set aside or vacated.
- (m) If the Pooling Agent receives any valid court order contrary to the provisions of this Agreement, the Pooling Agent may continue to hold the Pooled Shares until the lawful determination of the issue between the Parties.
- (n) If written notice of protest is made by a Subject Shareholder and/or the Issuer to the Pooling Agent to any action contemplated by the Pooling Agent under this Agreement, and such notice sets out reasons for such protest, the Pooling Agent may, at its sole discretion, continue to hold the Subject Shareholder's Pooled Shares until the right to the documents is legally determined by a court of competent jurisdiction or otherwise.
- (o) Notwithstanding anything to the contrary contained herein, in the event of any dispute arising between, in connection with, or with respect to, any of the other Parties, this Agreement, or any matters arising thereto, the Pooling Agent may in its sole discretion, deliver and interplead the Pooled Shares into court, and such delivery and interpleading will be an effective discharge to the Pooling Agent.

**(vii) Limitation of Liability of Pooling Agent**

The Pooling Agent will not be liable to any of the Parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, wilful misconduct or gross negligence. Under no circumstances will the Pooling Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated 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 will the collective liability of the Pooling Agent under or in connection with this Agreement to any one or more Parties, except for losses directly caused by its bad faith or wilful misconduct, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars (\$3,000), whichever amount shall be greater.

**(viii) Remuneration of Pooling Agent**

The Issuer will pay the Pooling Agent reasonable remuneration for its services under this Agreement, which fees are subject to revision from time to time on 30 days' written notice. The Issuer will reimburse the Pooling Agent for its expenses and disbursements. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Pooling Agent, payable on demand.

**(ix) Notice to Pooling Agent of the Listing Date**

The Issuer shall forthwith provide a copy of any bulletins issued by the Exchange, confirmation of listing and posting for trading of the subject Pooled Shares or such other relevant document to the Pooling Agent as it shall require in order to make the required releases of Pooled Shares pursuant to this Agreement. No duty shall rest with the Pooling Agent to obtain this information independently nor shall it be held liable for any loss, claim, suit or action, howsoever caused by any delay in providing this information to it.

**PART 8  
NOTICES**

**(i) Notice to Pooling Agent**

Documents will be considered to have been delivered to the Pooling Agent on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

Clark Wilson LLP  
900 – 885 West Georgia Street  
Vancouver, BC V6C 3H1

Attention: Cam McTavish  
Email: cmctavish@cwilson.com

**(ii) Notice to Issuer prior to the Amalgamation**

Documents will be considered to have been delivered to the Issuer on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

NutriVida Biotech Investments Inc.  
James Bordian  
c/o Owen Bird Law Corporation  
Three Bentall Centre  
29<sup>th</sup> Floor 595 Burrard Street  
PO Box 49130  
Vancouver, BC V7X 1J5

Attention: Kari Richardson  
Email: krichardson@owenbird.com

**(iii) Notice to Bevcanna and Issuer subsequent to the Amalgamation**

Bevcanna Enterprises Inc.  
1672 West 2nd Avenue  
Vancouver, BC V6J 1H4

Attention: Marcello Leone  
Email: marcello@bevcanna.com

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

Clark Wilson LLP  
900 – 885 West Georgia Street  
Vancouver, BC V6C 3H1

Attention: Cam McTavish  
Email: cmctavish@cwilson.com

**(iv) Deliveries to Subject Shareholders**

- (a) Documents will be considered to have been delivered to a Subject Shareholder on the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the address on the Issuer's share register.
- (b) Any share certificates or other evidence of a Subject Shareholder's Pooled Shares will be sent to the Subject Shareholder's address on the Issuer's share register unless the Subject Shareholder has advised the Pooling Agent in writing otherwise at least ten business days before the Pooled Shares are released from pool.

**(v) Change of Address**

- (a) The Pooling Agent may change its address for delivery by delivering notice of the change of address to the Issuer and to each Subject Shareholder.

- (b) The Issuer may change its address for delivery by delivering notice of the change of address to the Pooling Agent and to each Subject Shareholder.
- (c) A Subject Shareholder may change that Subject Shareholder's address for delivery by delivering notice of the change of address to the Issuer and to the Pooling Agent.

**(vi) Postal Interruption**

A party to this Agreement will not mail a Document if the party is aware of an actual or impending disruption of postal service.

**PART 9  
GENERAL**

**(i) Meaning of "hold"**

When this Agreement refers to securities that a Subject Shareholder "holds", it means that the Subject Shareholder has direct or indirect beneficial ownership of or control or direction over the securities.

**(ii) Termination, Amendment, and Waiver of Agreement**

- (a) No amendment or waiver of this Agreement or any part of this Agreement shall be effective unless the amendment or waiver is evidenced by a memorandum in writing signed by all Parties; and
- (b) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether similar or not), nor shall any waiver constitute a continuing waiver, unless expressly provided.

**(iii) Severance of Illegal Provision**

Any provision or part of a provision of this Agreement determined by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be deemed stricken to the extent necessary to eliminate any invalidity, illegality or unenforceability, and the rest of the Agreement and all other provisions and parts thereof shall remain in full force and effect and be binding upon the Parties hereto as though the said invalid, illegal and/or unenforceable provision or part thereof had never been included in this Agreement.

**(iv) Further Assurances**

The Parties will execute and deliver any further documents and perform any further acts reasonably requested by any of the Parties to this Agreement which are necessary to carry out the intent of this Agreement.

**(v) Time**

Time is of the essence of this Agreement.

**(vi) Governing Laws**

This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia. The Parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia.

**(vii) Counterparts and Electronic Means**

This Agreement may be executed in separate counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by DocuSign or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defence based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

**(viii) Singular and Plural**

Wherever a singular expression is used in this Agreement, that expression is considered as including the plural or the body corporate where required by the context.

**(ix) Language**

This Agreement has been drawn up in the English language at the request of the Parties.

**(x) Benefit and Binding Effect**

This Agreement will benefit and bind the Parties and their heirs, executors, administrators, successors and permitted assigns, as applicable, and all persons claiming through them as if they had been a Party to this Agreement.

**(xi) Entire Agreement**

This is the entire agreement among the Parties concerning the subject matter set out in this Agreement and supersedes any and all prior understandings and agreements.

*[Remainder of the page left intentionally blank.]*

The Parties have executed and delivered this Agreement as of the date set out above.

**NUTRIVIDA BIOTECH INVESTMENTS INC.**

Per: "James Bordian"  
Authorized Signatory

**BEVCANNA ENTERPRISES INC.**

Per: "John Campbell"  
Authorized Signatory

**CLARK WILSON LLP**

Per: "Cam McTavish"  
Authorized Signatory

**[SIGNATURE PAGES FOR EACH OF THE SUBJECT SHAREHOLDERS FOLLOWS.]**



















**WEBWORKS MULTIMEDIA CORPORATION**

Per: "Signed"  
Authorized Signatory

























**HIGH CREEK CAPITAL CORP.**

Per: "Signed"  
Authorized Signatory







**LMK INC.**

Per: "Signed"  
Authorized Signatory









**SCHEDULE A  
TO VOLUNTARY POOLING AGREEMENT**

*[See attached.]*

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** CAROLYN LATONDRESSE

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	250,000	464

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** RONAYE MALETTE AND/OR CHARLES MALETTE

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	350,000	258

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** MARIO D'UVA

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	250,000	466

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** ROBERT GIBB

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	5,000	260

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** REIZA RAYMAN

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	250,000	261

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** DALE HALLMAN

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	2,500	262

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** TARYNNE HOOVER

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	50,000	263

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** JOHANNA SWANSON

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	6,250	264

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** MARK ANDRIE

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	3,750	265

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** WEBWORKS MULTIMEDIA CORPORATION

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	30,000	468

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** KURT BORDIAN

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	75,000	295

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** CHRISTOPHER CRUPI

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	150,000	296

**Schedule A  
Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** GEORGE RABAY

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	250,000	297

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** CAMILLE RABAY

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	500,000	298

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** SHERY WITTENBERG

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	175,000	299

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** MONICA GOMEZ

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	200,000	300

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** EDWIN A GOMEZ CASTILLO

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	200,000	301

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** CESARE FAZARI

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	1,500,000	302

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** ALBERTO LUCA LEONE

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	200,000	470

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** MASSIMO BELLINI BRESSI

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	100,000	304

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** PAUL SAUNDERS

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	500,000	305

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** MELINA HEIDARI

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	250,000	306

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** HIGH CREEK CAPITAL CORP.

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	250,000	307

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** PAUL SUN

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	100,000	308

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** DANIELLE S. CIAMBRELLI

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	100,000	309

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** DANA GILMAN

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	500,000	310

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** LMK INC.

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	750,000	311

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** DAVID ZADAK

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	100,000	312

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** JOHN CAMPBELL AND SHUN-WEN LIN (JOINT TENANCY WITH RIGHT OF SURVIVORSHIP)

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*

---

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	500,000	472

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** MARCELLO LEONE

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	1,300,050	474

**Schedule A**  
**Voluntary Pooling Agreement**

**Subject Shareholder:**

**Name:** MARC LUSTIG

**Address for Notice and delivery of Released Pooled Shares:**

*[Redacted text relates to personal information]*  
\_\_\_\_\_

**Pooled Shares**

<b>Class</b>	<b>Number of Pooled Shares</b>	<b>Certificate Number</b>
Common Shares	1,000,000	480
Common Shares	500,000	481

**SCHEDULE B  
ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I acknowledge that the securities listed below (the **"Pooled Shares"**) have been or will be transferred to me and that the Pooled Shares are subject to a Voluntary Pooling Agreement dated \_\_\_\_\_, 2018 (the **"Pooling Agreement"**) among Nutrivida Biotech Investments Inc., Bevcanna Enterprises Inc., Clark Wilson LLP and certain securityholders.

For other good and valuable consideration, I agree to be bound by the Pooling Agreement in respect of the Pooled Shares, as if I were an original signatory to the Pooling Agreement.

Dated at \_\_\_\_\_ on \_\_\_\_\_.

Where the transferee is an individual:

Signed, sealed and delivered by	)	
<b>[Transferee]</b> in the presence of:	)	
	)	
_____	)	
Signature of Witness	)	
	)	_____
	)	<b>[Transferee]</b>
_____	)	
Name of Witness	)	
	)	

Where the transferee is not an individual:

**[Transferee]**

\_\_\_\_\_  
Authorized signatory

**Pooled Shares:**

Class	Number Acquired	Certificate Number(s) (if applicable)
Common Shares		