

SUBSCRIPTION AGREEMENT

THIS AGREEMENT made the 2nd day of February, 2022,

BETWEEN:

ORTHOGONAL THINKER, INC., a corporation existing under the laws of Delaware,

(hereinafter referred to as the "**Investor**"),

- and -

SILO WELLNESS INC., a corporation existing under the laws of the Province of Ontario,

(hereinafter referred to as the "**Corporation**"),

WHEREAS the Investor is prepared to acquire the Purchased Shares (as defined herein) and the Warrants (as defined herein) pursuant to an exemption from the prospectus requirements under applicable Securities Laws (as defined herein) (the "**Private Placement**"), subject to the terms and conditions of this Agreement; and

WHEREAS the Private Placement shall consist of the purchase by the Investor of 12,555,180 Common Shares (as defined herein) (the "**Purchased Shares**") and 12,555,180 Warrants for the Subscription Price (as defined herein);

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

ARTICLE 1 **DEFINITIONS AND INTERPRETATION**

1.1 Defined Terms

For the purposes of this Agreement (including the recitals hereto), unless the context otherwise requires, the following terms shall have the respective meanings given to them, as set out below, and grammatical variations of such terms shall have corresponding meanings:

"Acting Jointly or In Concert" means a Person acting jointly or in concert with another Person or Persons within the meaning of National Instrument 62-104 – *Take-Over Bids and Issuer Bids*.

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly, controls, or is controlled by, or is under common control with, such Person.

"Applicable Law" means any law (including common law and equity), any international or other treaty, any domestic or foreign constitution or any multinational, federal, provincial, territorial, state, municipal, county or local statute, law, ordinance, code, rule, regulation, Order (including any Securities Laws or requirements of stock exchanges and any consent decree or administrative

Order), or Authorization of a Governmental Body in any case applicable to any specified Person, property, transaction or event, or any such Person's property or assets.

"Authorization" means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Body having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs or from any Person in connection with any easements, contractual rights or other matters.

"Board" means the Board of Directors of the Corporation.

"Budget" means a budget showing, among other things, in a reasonable degree of detail, the anticipated revenues, expenditures and cash flow of the Corporation, Silo Psychedelics Inc. and SW Holdings Inc. for such fiscal years, attached in agreed form as Schedule "F" noting that any amendments to the Budget must be approved in writing by the Corporation and the Investor, acting reasonably, with reference to commercial considerations.

"Business Day" means any day, other than (a) a Saturday, Sunday or statutory holiday in the Province of Ontario and (b) a day on which banks are generally closed in the Province of Ontario.

"Common Shares" means the common shares which the Corporation is authorized to issue.

"CSE" means the Canadian Securities Exchange.

"Director Nominees" means the individual(s) that the Investor is entitled to nominate to the position of director of the Corporation in accordance with the Investor Rights Agreement.

"Governmental Body" means any domestic or foreign federal, provincial, regional, state, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court, tribunal, commission or commissioner, bureau, minister or ministry, board or agency, or other regulatory authority, including any securities regulatory authorities or stock exchange.

"Investor Rights Agreement" means the investor rights agreement substantially in the form attached hereto as Schedule "A" to be entered into between the Investor and the Corporation.

"Order" means any order, directive, decree, judgment, ruling, award, injunction, direction or request of any Governmental Body or other decision-making authority of competent jurisdiction.

"Patent-Pending Intellectual Property" means the unique psilocybin metered-dosing nasal spray owned by SW Holdings Inc., and any patent application related thereto (and any subsequent patents issued therefrom), including without limitation: (a) the patent application filed with the United States Patent and Trademark Office on July 4, 2019 (provisional application no. 62/870,722); and (b) the patent application filed pursuant to the Patent Cooperation Treaty on July 3, 2020 (international patent application no. PCT/US20/40826); and any extension, supplementary protection certificate, reissue, division, continuation, continuation-in-part or re-examination of any such application(s) or patent(s).

"Person" means and includes individuals, corporations, bodies corporate, limited or general partnerships, joint stock companies, limited liability companies, joint ventures, associations, companies, trusts, banks, trust companies, Governmental Bodies or any other type of organization or entity, whether or not a legal entity.

"Post-Closing Filings" means the filings by the Corporation with the applicable Securities Regulators, within ten days from the date of the sale of the Purchased Securities, of a Form 45-106F1 prepared and executed in accordance with applicable Securities Laws and accompanied by the prescribed fees and fee checklist form, if any.

"Purchased Securities" means, collectively, the Purchased Shares and the Warrants.

"Securities Laws" means all applicable securities laws and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, notices, Orders, blanket rulings and other regulatory instruments of the Securities Regulators, and all rules and policies of the CSE and any other stock exchange on which securities of the Corporation are traded.

"Securities Regulators" means, collectively, the securities regulators or other securities regulatory authorities in each of the Provinces of Canada and in any other jurisdictions whose Securities Laws are applicable to the Corporation.

"SEDAR" means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators.

"Subscription Amount" means USD\$495,000.

"subsidiary" has the meaning ascribed to such term in the *Business Corporations Act* (Ontario).

"Taxes" means any federal, provincial, territorial, state or local income, goods and services, harmonized sales, value added, corporation, land transfer, licence, payroll, excise, sales, use, capital, withholding or other tax, levy, duty, assessment, reassessment or other charge of any kind whatsoever, whether direct or indirect, including any interest and penalty or other addition to or on any of the foregoing, whether disputed or not, imposed by a Governmental Body, and for greater certainty includes Canada Pension Plan and employment insurance premiums.

"U.S. Securities Act" means the United States *Securities Act of 1933*, as amended, and **"U.S. person"** and **"United States"** are as defined by Regulation S under the 1933 Act.

"Voting Support and Lock-Up Agreements" means the voting support and lock-up agreements, substantially in the form attached to Schedule "G" hereto, entered into between the Investor and certain shareholders of the Corporation.

"Warrants" means the 12,555,180 Common Share purchase warrants of the Corporation issuable pursuant to the Private Placement, represented by a warrant certificate in the form attached to Schedule "D" hereto.

"Warrant Shares" means the Common Shares issuable upon the valid exercise of the Warrants.

1.2 Certain Rules of Interpretation

In this Agreement, unless otherwise specifically provided or unless the context otherwise requires:

- (a) the terms "Agreement", "this Agreement", "the Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (b) references to a "clause", "Section" or "Article" followed by a number or letter refer to the specified clause, Section or Article of this Agreement;
- (c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular shall include the plural and vice versa, and words importing gender shall include all genders;
- (e) the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation";
- (f) the terms "party" and "the parties" refer to a party or the parties to this Agreement, and references to a party in this Agreement mean such party or its successors or permitted assigns;
- (g) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement;
- (h) references to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending, supplementing, interpreting or replacing the statute or regulation referred to; and
- (i) whenever any payment is required to be made, action is required to be taken or period of time is to expire on a day other than a Business Day, the date on which such payment shall be made, action shall be taken or period shall expire shall be the next following Business Day.

1.3 Control

The term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by contract or otherwise.

1.4 Currency

All references in this Agreement to currency or to "\$", unless otherwise expressly indicated, shall be to Canadian dollars. The Investor and the Corporation hereby agree the conversion rate to be applied to any

amount referenced in this Agreement shall be based upon the exchange rate quoted by the Bank of Canada in effect as of 4:30 p.m. (Toronto Time) on the Business Day prior to the date such payment is payable. For certainty, this conversion mechanism will be applied to determining the Canadian dollar equivalent of the Subscription Amount and the Canadian dollar equivalent of the subscription price of the Follow-On Investments.

1.5 Time of Essence

Time shall be of the essence of this Agreement.

1.6 Knowledge

For the purposes of this Agreement, with respect to any matter, the knowledge of the Corporation shall mean the actual knowledge of any of directors and officers of the Corporation and all information which ought to have been known by any of them after conducting a reasonable inquiry into the matters in question, whether or not any such inquiry was actually made.

ARTICLE 2 THE INVESTMENT

2.1 Subscription

Subject to the terms and conditions of this Agreement, the Investor hereby subscribes for and agrees to purchase from the Corporation, and the Corporation hereby agrees to issue to the Investor, the Purchased Shares and the Warrants for the Subscription Amount.

2.2 Securities Law Acknowledgements

The Investor covenants to execute and deliver all documentation as may be required to be executed and delivered by it pursuant to applicable Securities Laws in connection with the Private Placement. The Investor acknowledges and covenants that:

- (a) the Purchased Securities will be subject to transfer restrictions pursuant to Section 2.5 of National Instrument 45-102 – *Resale of Securities* ("**NI 45-102**"), that, unless otherwise permitted under applicable Securities Laws, it must not trade the Purchased Securities or any Common Shares issuable thereunder before the date that is four months and a day after the date of issuance of the Purchased Securities, and that the Purchased Securities will bear a legend as per Section 2.5(2)3(i) of NI 45-102;
- (b) the Purchased Securities will be "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act;
- (c) the Purchased Securities have not been qualified for distribution by prospectus in Canada and may not be offered or sold in Canada during the course of their distribution except pursuant to a Canadian prospectus or prospectus exemption;
- (d) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Purchased Securities;
- (e) there is no government or other insurance covering the Purchased Securities;

- (f) there are risks associated with the purchase of the Purchased Securities;
- (g) the Corporation has advised it that the Corporation is relying on an exemption from the requirements to provide the Investor with a prospectus and to sell the Purchased Securities through a Person registered to sell securities under applicable Securities Laws and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by applicable Securities Laws, including statutory rights of rescission or damages, will not be available to it;
- (h) it is aware, and it will advise its Affiliates and its and their respective directors, officers and employees, that Securities Laws impose certain restrictions with respect to the communication of material non-public information and with respect to the purchase and sale of securities of a "reporting issuer" (as such term is defined under the applicable Securities Laws) by a Person who has received material non-public information, and it hereby agrees to abide by all applicable Securities Laws with respect to the Private Placement; and
- (i) it (a) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the Private Placement, (b) has adequate information concerning the Purchased Securities, (c) has adequate information concerning the business and financial condition of the Corporation and its Affiliates, (d) has conducted, to the extent it deemed necessary, an independent investigation of such matters as, in its judgment, is necessary for it to make an informed investment decision with respect to the Purchased Securities and the Corporation, and (e) has not relied upon the Corporation for any investigation into, assessment of, or evaluation with respect to the Purchased Securities or the Corporation.

2.3 Closing

- (1) The completion of the offer, sale and issuance of the Purchased Shares and the Warrants contemplated by this Agreement (the "**Closing**") will be held at such place as may be agreed upon by the parties, or completed electronically, on such date that is agreed upon by the parties.
- (2) At the Closing:
 - (a) the Investor shall:
 - (i) execute and deliver the Investor Rights Agreement to the Corporation;
 - (ii) pay the Subscription Amount to the Corporation pursuant to the wire instructions specified in Schedule "C"; and
 - (iii) to the extent not already provided, deliver the Personal Information Forms and consents required by 4.1 and 4.2 for each Director Nominee.
 - (b) the Corporation shall:
 - (i) execute and deliver the Investor Rights Agreement to the Investor;

- (ii) deliver the certificates or DRS statements, as applicable, representing the Purchased Shares and the Warrants in accordance with the delivery instructions and registered in accordance with the registration and delivery instructions provided by the Investor;
- (iii) deliver a certificate from a duly authorized officer of the Corporation certifying: (i) the constating documents of the Corporation; (ii) the incumbency of certain officers of the Corporation; (iii) the resolutions of the Board approving the issuance of the Purchased Shares and the Warrants, the authorization of the Follow-On Investments, the execution, delivery and performance of the Corporation's obligations under this Agreement and the consummation of the transactions contemplated hereunder;
- (iv) deliver a certificate of good standing (or equivalent) with respect to the Corporation and each of its subsidiaries;
- (v) deliver evidence that the Corporations not in default with applicable Securities Regulators;
- (vi) deliver a certificate of the registrar and transfer agent of the Corporation with respect to the issued and outstanding number of Common Shares on the day prior to the date of Closing; and
- (vii) deliver Voting Support and Lock-Up Agreements executed by shareholders of the Corporation representing at least 25% of the Common Shares outstanding immediately prior to Closing .

2.4 Use of Proceeds

- (1) The Corporation will use the Subscription Amount in strict accordance with the Budget and as approved in writing by Investor.

2.5 Follow-On Investments

- (1) The Investor shall have the obligation to purchase additional Common Shares (the "**Follow-On Investments**"), in one or more closing (each a "**Follow-On Closing**") as follows:
 - (a) within 120 days of the date of Closing, an additional USD\$250,000 of either, at the sole discretion of the Investor: (i) Common Shares at an issue price equal to a 25% discount to the closing market price of the Common Shares on the CSE on the trading date immediately preceding the applicable closing date of the respective Follow-On Investment (the "**Closing Price**") or (ii) secured convertible debt at a conversion price equal of the applicable Closing Price; and
 - (b) within 180 days of the date of Closing, an additional USD\$255,000 of either, at the sole discretion of the Investor: (i) Common Shares at an issue price equal to a 25% discount to the applicable Closing Price; or (ii) secured convertible debt at a conversion price equal of the applicable Closing Price.

- (2) The Investor shall subscribe for the Follow-On Investments by delivering a subscription notice to the Corporation specifying: (i) whether the Investor will be purchasing Common Shares or secured convertible debt; and (ii) the date of the Follow-On Closing. All agreements entered into in connection to the Follow-On Investments shall be in forms approved by the Investor.
- (3) Concurrently with the closing of each Follow-On Investment, the Corporation shall issue that number of Common Share purchase warrants (the "**Follow-On Warrants**") as is equal to: (i) the number of Common Shares subscribed for by the Investor; or (ii) the number of Common Shares underlying the secured convertible debentures subscribed for by the Investor, as applicable. The Follow-On Warrants shall be exercisable at a price equal to the issue price of such Follow-On Investment, plus a 35% premium, and shall have a term of two years from the date of issuance. Such Follow-On Warrants shall be represented by a warrant certificate in the form attached to Schedule "D" hereto.
- (4) At each Follow-On Closing:
 - (a) the Investor shall pay the applicable subscription amount to the Corporation in accordance with the wire instructions specified in Schedule "C", unless otherwise directed by the Corporation;
 - (b) the Corporation shall:
 - (i) if the Investor is purchasing Common Shares, deliver certificates or DRS statements representing the number of Common Shares in connection to such Follow-On Closing in accordance with the delivery instructions and registered in accordance with the registration and delivery instructions to be provided by the Investor;
 - (ii) if the Investor is purchasing secured convertible debt, deliver the certificates representing such secured convertible debt in accordance with the delivery instructions and registered in accordance with the registration and delivery instructions to be provided by the Investor. Such secured convertible debt shall be in a form of certificate approved to the Investor in its sole discretion;
 - (iii) deliver the certificates representing the applicable number of Follow-On Warrants in accordance with the delivery instructions and registered in accordance with the registration and delivery instructions to be provided by the Investor; and
 - (iv) deliver evidence that the Corporations not in default with applicable Securities Regulators.
- (5) As a condition to each Follow-On Closing, the Corporation shall obtain approval from the CSE for the listing of (i) the Common Shares issued in connection to the Follow-On Investment, as applicable, and (ii) the Common Shares issuable on conversion of the Follow-On Warrants or the secured convertible debt, on each stock exchange or over-the-counter market on which the Common Shares may be listed or quoted for trading from time to time.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Investor

The Investor hereby represents and warrants to the Corporation, as of the date of this Agreement, as set forth on Schedule "A".

3.2 Representations and Warranties of the Corporation

The Corporation hereby represents and warrants to the Investor, as of the date of this Agreement, as set forth on Schedule "B".

3.3 Survival of Representations and Warranties

The representations and warranties of the Corporation and the Investor contained in this Agreement shall not expire upon the Closing but shall:

- (a) in the case of the representations and warranties of the Investor and the Corporation, survive the Closing for two years; and
- (b) with respect to a claim for any breach of any of the representations and warranties contained in this Agreement or in any agreement, instrument, certificate or other document executed or delivered pursuant hereto involving fraud, survive the Closing for an indefinite period of time.

If a *bona fide* notice of a claim under a representation and warranty of a party shall have been made in writing before the relevant date set out above, the representation and warranty to which such notice applies will survive in respect of that claim until final determination or settlement of the claim.

ARTICLE 4 USE OF PERSONAL INFORMATION AND FILINGS

4.1 The Investor's Acknowledgement and Consent

The Investor acknowledges and consents to the fact that the Corporation is collecting the Investor's Personal Information (as defined herein) (which may also include personal information of certain directors or officers and the Director Nominees) for the purpose of completing the Investor's subscription contemplated by this Agreement. The Investor acknowledges and consents to the Corporation retaining the Personal Information for as long as required by Applicable Law. The Investor further acknowledges and consents to the fact that the Corporation may be required by applicable Securities Laws and stock exchange rules and other Applicable Laws, to provide regulatory authorities any Personal Information provided by the Investor. In addition to the foregoing, the Investor agrees and acknowledges that the Corporation may use and disclose the Personal Information as follows:

- (a) only where required by Applicable Law or applicable court or regulatory order, for use and disclosure for income tax related purposes, including disclosure to the Canada Revenue Agency;

- (b) only where required by law or applicable court or regulatory order, for disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to reports of trades and similar regulatory filings;
- (c) only where required by law or applicable court or regulatory order, for disclosure to a governmental or other authority to which the disclosure is required by Order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
- (d) for disclosure to legal counsel of the Corporation in connection with the performance of their professional services in connection with the issuance of the Purchased Securities;
- (e) for disclosure to a court determining the rights of the parties under this Agreement; or
- (f) for use and disclosure only as otherwise required by law.

4.2 Disclosure

The Investor hereby acknowledges and consents to: (i) the disclosure by the Investor and the Corporation of Personal Information concerning the Investor (and certain directors or officers and the Director Nominees) to a Securities Regulator or other regulatory authority, or to the CSE, authorized agents, subsidiaries and divisions; and (ii) the collection, use and disclosure of Personal Information for the following purposes by the CSE and/or any Securities Regulator (or as otherwise identified by the CSE and/or any Securities Regulator, from time to time):

- (a) to conduct background checks;
- (b) to verify the Personal Information that has been provided about the Investor;
- (c) to consider the suitability of the Investor as a holder of securities of the Corporation;
- (d) to consider the eligibility of the Corporation to continue to list on the CSE;
- (e) to conduct enforcement proceedings; and
- (f) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the CSE and applicable Securities Regulators, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

In this Agreement, "**Personal Information**" means any information about the Investor, its directors and officers, and the Director Nominees, required to be disclosed to a Securities Regulator or the CSE.

4.3 Filings

The Investor covenants and agrees that, if required by applicable Securities Laws, competition or antitrust laws, or by any Securities Regulator, stock exchange (including the CSE) or other regulatory authority, the Investor will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings, notifications, requests, applications, and other documents with respect to the issue of the Purchased Shares and Warrants (or the issue of the Common Shares thereunder upon due conversion or exercise of the

Purchased Shares or Warrants, respectively) as may be required, and the Investor hereby consents to all such filings by the Corporation provided the Investor has been given the opportunity to review and reasonably comment on any such filings by the Corporation.

4.4 Early Warning and Insider Reporting

- (1) The Investor acknowledges that it shall be solely responsible for preparing and filing the report required under Part 5 of National Instrument 62-104 - *Take-Over Bids and Issuer Bids* ("**NI 62-104**") within the time period required by NI 62-104 and applicable Securities Laws.
- (2) The Investor acknowledges that it shall be solely responsible for preparing and filing any report which may be required by National Instrument 55-104 - *Insider Reporting Requirements and Exemptions* ("**NI 55-104**") within the time period required by NI 55-104 and applicable Securities Laws.

4.5 CSE Approval

The Corporation will make application to the CSE for conditional listing approval of the Common Shares, for the approval of the Private Placement and for conditional listing approval of the Warrant Shares. The Corporation shall make such further filings and pay all related fees as are necessary for the Common Shares to be unconditionally listed and posted for trading on the CSE as soon as practicable taking into account the requirements to the CSE. The Investor shall, promptly following execution of this Agreement, prepare and deliver to the Corporation for delivery to the CSE any documents and other filings, including but not limited to any Personal Information Forms, as the CSE may require from the Investor for the purpose of approving the Private Placement.

ARTICLE 5 MISCELLANEOUS

5.1 Disclosures and Public Announcements

- (1) Unless required by stock exchange rules or applicable Securities Laws, no party may disclose or make any public announcement of the terms of this Agreement without the written consent of the other party. The parties will mutually agree on the text of any announcement or press release made in connection with the Private Placement, but subject to stock exchange rules and Applicable Law.
- (2) Each party acknowledges that a copy of this Agreement shall be required to be filed by the Corporation on SEDAR and consents to the filing of this Agreement; provided that the Corporation will consider, acting reasonably, any request by the Investor for redactions to, or confidential treatment of, such materials to the extent permitted under applicable Securities Laws.

5.2 Notices

- (1) **Addresses for Notice.** Any notice, request, consent, acceptance, waiver or other communication required or permitted to be given under this Agreement (a "**Notice**") shall be in writing and shall be given only by personal delivery, courier, or by email, which results in a written or printed notice being delivered to the applicable address set forth below:

- (i) in the case of the Investor, addressed to it at:

20533 Biscayne Blvd. Suite 4-616
Aventura, FL 33180-501

Attention: David Nikzad

E-mail: [REDACTED]

Attention: Jason A. Hobson

E-mail: [REDACTED]

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

Dentons Canada LLP
77 King Street West, Suite 400
Toronto, Ontario
M5K 0A1

Attention: Andreas Kloppenborg

email: [REDACTED]

(ii) and in the case of the Corporation addressed to it at:

5729 Main Street, Suite 148
Springfield, OR 97478

Attention: Mike Arnold

E-mail: [REDACTED]

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

CP LLP
77 King Street West, TD North Tower
Suite 700, P.O. Box 118
Toronto ON
M5K 1G8

Attention: Ryan Hunter

E-mail: [REDACTED]

(2) **Receipt of Notice.** Any Notice:

- (a) if personally delivered, shall be deemed to have been validly and effectively given and received on the date of delivery if received prior to 5:00 p.m. (Toronto time) on a Business Day, otherwise the date of delivery shall be deemed to be on the next Business Day following such date;
- (b) if sent by courier, shall be deemed to have been validly and effectively given and received if received during business hours in the place of delivery, and if not, then at 9:00 a.m. on the next Business Day immediately following such date in the place of delivery; or
- (c) if sent by e-mail transmission, will be deemed to have been received two hours after the time such transmission was sent, if such time falls within business hours in the place of

delivery, or at 9:00 a.m. on the next Business Day immediately following such date in the place of delivery of the intended recipient.

- (3) **Change of Address for Notice.** By giving to the other party at least ten days' Notice, any party may, at any time and from time to time, change its address for delivery or communication for the purposes of this 5.2.

5.3 Schedules

The following Schedules are incorporated into and form an integral part of this Agreement, and any reference to this Agreement includes the Schedules:

- Schedule "A" Representations and Warranties of the Investor
- Schedule "B" Representations and Warranties of the Corporation
- Schedule "C" Wire Instructions for the Corporation
- Schedule "D" Form of Warrant
- Schedule "E" Investor Rights' Agreement
- Schedule "F" Budget
- Schedule "G" Voting Support and Lock-Up Agreement

5.4 Expenses

The Corporation will pay all reasonable legal and other fees, expenses and disbursements incurred by the Investor in respect of the transactions contemplated in this Agreement; provided that such fees, expenses and disbursements shall not exceed USD\$30,000 in the aggregate.

5.5 Legends

The Investor acknowledges that the certificates representing the Purchased Securities will bear substantially the following legends for the periods required under Applicable Law:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE **[the date which is four months and one day after the issue date will be inserted]**."

"THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON CONVERSION 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 UPON 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 RULE 904 OF REGULATION S 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) 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND, IN EACH CASE 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 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."

5.6 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding upon the parties, shall be binding upon their respective successors and permitted assigns and shall enure to the benefit of and be enforceable only by such successors and permitted assigns that have succeeded or which have received such assignment in the manner permitted by this Agreement and the other agreements scheduled hereto.

5.7 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile or email) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The signature of any of the parties may be evidenced by a facsimile or "pdf" copy of this Agreement bearing such signature.

5.8 Severability

If one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby. Each of the provisions of this Agreement is hereby declared to be separate and distinct.

5.9 Assignment

None of the parties hereto may assign all or any part of its interest in or to this Agreement without the written consent of the other parties and any purported assignment without such consent is void, except that the Investor may assign its rights and obligations under this Agreement to an Affiliate of the Investor provided that such Affiliate agrees in writing with the Corporation to assume all of the rights and liabilities of the Investor under this Agreement.

5.10 Governing Law

This Agreement is governed by, and is to be interpreted and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

5.11 Right to Injunctive Relief

Each of the parties hereby acknowledges and agrees that in the event of a breach or threatened breach of any of its covenants hereunder, the harm suffered would not be compensable by monetary damages alone and, accordingly, in addition to other available legal or equitable remedies available to such party, each other party will be entitled to apply for an injunction or specific performance with respect to such breach or threatened breach, without proof of actual damages (and without the requirement of posting a bond, undertaking or other security in connection with such action), and each of the parties hereby agrees not to plead sufficiency of damages as a defence in such circumstances.

5.12 Further Assurances

Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

5.13 No Waiver

No waiver of any kind of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

[signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first herein written.

ORTHOGONAL THINKER, INC.

By: "David Nikzad"

Name: David Nikzad

Title: Founder

SILO WELLNESS INC.

By: "Mike Arnold"

Name: Mike Arnold

Title: President/Chairman

By: _____

Name:

Title:

SCHEDULE "A"

REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor represents and warrants to the Corporation as of the date hereof as follows and acknowledges that the Corporation is relying on these representations and warranties in entering into this Agreement and consummating the Private Placement:

- (a) *Accredited Investor.* The Investor is an "accredited investor" that satisfy one or more of the criteria set forth in Rule 501(a) of Regulation D under the U.S. Securities Act;
- (b) *Securities Laws.* The Investor is purchasing the Purchased Securities in compliance with all applicable Securities Laws in its jurisdiction of residence, and the issuance of the Purchased Securities to the Investor does not require the filing of a prospectus or any similar document with respect to the Purchased Securities under the laws of its jurisdiction of residence.
- (c) *Investment Purposes.* The Investor is purchasing the Purchased Securities as principal for its own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the Common Shares;
- (d) *Organization, Power and Authority.* The Investor is a corporation incorporated and organized and is validly existing under the laws of Delaware and has all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement.
- (e) *Enforceable Agreement.* This Agreement has been duly authorized, executed and delivered by the Investor and constitutes a valid and legally binding obligation of the Investor, enforceable against the Investor in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of a court.
- (f) *No Consents Required.* Except for the early warning report to be filed by the Investor pursuant to applicable Securities Laws, no consent, approval, Authorization, Order or agreement of, or registration, filing or qualification with, any Governmental Entity or other Person is required for the execution, delivery or performance of this Agreement by the Investor.
- (g) *Acting Jointly or In Concert.* The Investor is not Acting Jointly or In Concert with any other Person in connection with the Private Placement.
- (h) *No Conflicts.* Neither the execution and delivery of this Agreement nor the completion of the Private Placement by the Investor will: (i) conflict with or result in the violation or breach of any of the provisions of the constating documents or by-laws of the Investor; (ii) conflict with, or result in a breach, in any material respect, of, or constitute a default under, or result in the creation or imposition of any lien or right of any other Person upon any assets of the Investor pursuant to any agreement or other instrument to which the Investor is a party or by which the Investor is bound or to which any of the assets of the Investor is subject, or (iii) result in the violation of any Applicable Law to which the Investor must comply, with

such exceptions, in the case of each of clauses (ii) and (iii) above, as would not have a material adverse effect on the ability of the Investor to consummate the Private Placement.

SCHEDULE "B"

REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

The Corporation represents and warrants to the Investor as of the date hereof as follows and acknowledges that the Investor is relying on these representations and warranties in entering into this Agreement and consummating the Private Placement:

- (a) *Due Incorporation.* The Corporation and each of the Subsidiaries (as defined herein) has been duly incorporated, continued or amalgamated, as applicable, and is validly existing under the laws of such entity's governing jurisdiction, has all requisite power and authority and is duly qualified and holds all necessary material permits, licences and Authorizations to carry on such entity's business as currently conducted and as proposed to be conducted and to own or lease its properties and assets and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing its dissolution or winding up, where required, has been duly qualified as an extra provincial or foreign corporation for the transaction of business (as currently conducted) and is in good standing under the laws of each jurisdiction in which it owns or leases property, or conducts any business and is not precluded from carrying on business (as currently conducted) or owning property in such jurisdictions by any other commitment, agreement or other document and is current and up to date with all material filings required to be made;
- (b) *Corporate Power and Authority.* The Corporation has all requisite corporate power and authority to carry out its obligations under this Agreement and the Investor Rights Agreement;
- (c) *No Voting Agreements.* The Corporation nor any of the Subsidiaries is party to any agreement, nor is the Corporation or any of the Subsidiaries aware of any agreement, which in any manner affects the voting or control of any of the securities of the Corporation or its Subsidiaries;
- (d) *Subsidiaries.* The Corporation is the direct or indirect registered and beneficial owner of all of the issued and outstanding securities of Silo Psychedelics Inc. and SW Holdings Inc. (collectively, the "**Subsidiaries**"), in each case free and clear of all encumbrances or adverse interests whatsoever, no agreement is in force or effect which contemplates the issuance of securities of any of the Subsidiaries to any third party, no Person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option, for the purchase from the Corporation or any Subsidiary of any of the shares or other securities of any Subsidiary and none of the outstanding securities of any Subsidiary were issued in violation of the pre-emptive or similar rights of any security holder of such Subsidiary;
- (e) *Shareholder Rights Protection Plan.* Other than the Investor Rights Agreement, neither the Corporation nor any of the Subsidiaries have in place a shareholder rights protection plan and neither the Corporation nor, to the knowledge of the Corporation, any of its shareholders is a party to any shareholder agreement, pooling agreement, voting trust or other similar type of arrangement in respect of outstanding securities of the Corporation;

- (f) *No Other Interests.* Other than the Subsidiaries, the Corporation does not beneficially own, or exercise (directly or indirectly) control or direction over, 10% or more of the outstanding voting shares of any Person and the Subsidiaries do not beneficially own, or exercise control or direction over, 10% or more of the outstanding voting shares of any Person (other than another Subsidiary);
- (g) *All Authorizations Obtained.* All consents, approvals, permits, Authorizations or filings as may be required under applicable Securities Laws necessary for the execution and delivery of this Agreement and the Investor Rights Agreement and the issuance of the Purchased Securities and the Warrant Shares and the completion of the transactions contemplated hereby, have been made or obtained, subject to the Post-Closing Filings;
- (h) *No Pending Acquisitions.* The Corporation (or any of its Subsidiaries) has not approved, is not contemplating, nor has it entered into any agreement in respect of, and to the knowledge of the Corporation (or any of its Subsidiaries): (i) the purchase of any property material to the Corporation or material assets or any interest therein or the sale, transfer or other disposition of any material property of the Corporation or material assets or any interest therein currently owned, directly or indirectly, by the Corporation, whether by asset sale, transfer or sale of shares or otherwise; or (ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation) of the Corporation (or any of its Subsidiaries);
- (i) *No Cease Trade Order.* No order, ruling or determination has the effect of ceasing or suspending trading in any securities of the Corporation or any of its Subsidiaries and no order, ruling or determination prohibiting the trading of any of the Corporation's or any of its Subsidiaries' issued securities has been issued and no proceedings for such purpose are pending or, to the knowledge of the Corporation, threatened;
- (j) *No Delisting or Suspension.* Neither the Corporation nor any of its Subsidiaries have taken any action which would be reasonably expected to result in the delisting (other than through uplisting) or suspension of the Common Shares on or from the CSE and the Corporation is currently in material compliance with the rules and regulations of the CSE;
- (k) *National Instrument 52-110.* The Corporation's audit committee's responsibilities comply with National Instrument 52-110 – *Audit Committees*, as amended from time to time, in all material respects;
- (l) *Auditors of the Corporation.* The Corporation's auditors, who audited the annual Financial Statements and who provided their audit report thereon, are a participating audit firm within the meaning of applicable Securities Laws and are independent pursuant to the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario;
- (m) *No Reportable Events.* There has not been a "reportable event" (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) with the present or former auditors of the Corporation and the auditors have not provided any material comments or recommendations to the Corporation regarding its accounting policies, internal control systems or other accounting or financial practices that have not been implemented by the Corporation;

- (n) *Exchange Order or Ruling on Directors or Officers.* None of the directors or officers of the Corporation or any of its Subsidiaries are now, or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange;
- (o) *No Actions.* There is no action, suit, proceeding, inquiry or investigation before or brought by any Person, court or Governmental Body or otherwise now pending, or, to the knowledge of the Corporation, threatened against or affecting the Corporation or any Subsidiary. There are no judgments against the Corporation or any of the Subsidiaries which are unsatisfied, nor are there any consent decrees or injunctions to which the Corporation or any of the Subsidiaries is subject;
- (p) *Taxes.* (i) All Taxes due and payable by the Corporation and each Subsidiary have been paid when due, except where the failure to pay Taxes would not have a material adverse effect; (ii) all Tax returns, declarations, remittances and filings required to be filed by the Corporation and each Subsidiary on or prior to the date of this Agreement have been filed with all appropriate Governmental Bodies and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to pay such Taxes would not have a material adverse effect; (iii) to the knowledge of the Corporation, no examination of any Tax return of the Corporation or any Subsidiary is currently in progress and there are no issues or disputes outstanding with any Governmental Body with respect to any Taxes that have been paid, or may be payable, by the Corporation or any Subsidiary, and adequate provision has been made for Taxes payable for any completed fiscal period for which Tax returns are not yet required to be filed; (iv) there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any Tax return or payment of any Tax, governmental charge or deficiency by the Corporation or by any Subsidiary; (v) there are no actions, suits, proceedings, investigations or claims pending or, to the knowledge of the Corporation, threatened against the Corporation or any Subsidiary in respect of Taxes, governmental charges or assessments; (vi) and there are no matters under discussion with any Governmental Body relating to Taxes, governmental charges or assessments asserted by any such Governmental Body. The Corporation and each of the Subsidiaries have established on their books and records reserves that are adequate for the payment of all Taxes not yet due and payable and there are no liens for Taxes on the assets of the Corporation or any of the Subsidiaries and, to the knowledge of the Corporation, there are no audits pending of the Tax returns of the Corporation or any of the Subsidiaries (whether federal, state, provincial, local or foreign) and there are no claims which have been or may be asserted relating to any such Tax returns, which audits and claims, if determined adversely, would result in the assertion by any Governmental Body of any deficiency that could, individually or in the aggregate, result in a material adverse effect;
- (q) *No Pre-emptive Rights.* As of the date hereof, other than the rights granted to the Investors under the Investor Rights Agreement, no holder of outstanding securities of the Corporation will be entitled to any pre-emptive or any similar rights to subscribe for any of the Common Shares or other securities of the Corporation and no rights, warrants or options to acquire, or instruments convertible into or exchangeable for, any shares in the capital of the Corporation are outstanding;

- (r) *No Violation.* The Corporation (including all of its Subsidiaries) has conducted and is conducting its business in compliance in all material respects with all Applicable Laws and regulations of each jurisdiction in which it carries on business or holds assets (including all applicable federal, provincial, municipal and local environmental anti-pollution and licensing laws, regulations and other lawful requirements of any governmental or regulatory body, including all Governmental Bodies), holds all permits, licences and like Authorizations necessary for it to carry on its business in each jurisdiction where such business is carried on that are material to the conduct of the business of the Corporation (including all of its Subsidiaries) under all such laws;

- (s) *Intellectual Property Rights.* The Corporation and each of its Subsidiaries owns or has the right to use under license, sub-license or otherwise all intellectual property used by the Corporation or its Subsidiaries in its business (the "**Corporation IP**"). Neither the Corporation nor any of its Subsidiaries has granted any licence or other rights to any other Person in respect of the Corporation IP. The Corporation IP is free and clear of any liens other than the security interest granted by the Corporation to Marley Green LLC with respect to the Patent-Pending Intellectual Property. There has been no infringement or violation of the Corporation's or any of its Subsidiaries' rights in and to any trade secrets or confidential information owned by the Corporation or such Subsidiaries. The Corporation or one of its Subsidiaries owns or has the right to use all of the intellectual property necessary for the business of the Corporation and each of its Subsidiaries as of the date hereof. All registrations (or applications for registrations), if any, and filings that the Corporation has considered necessary to preserve the rights of the Corporation and its Subsidiaries in the intellectual property have been made and are in good standing. Neither the Corporation nor any Subsidiary has pending any action or proceeding, nor, to the knowledge of the Corporation, any threatened action or proceeding, against any Person with respect to the use of the intellectual property, and there are no circumstances which cast reasonable doubt on the validity or enforceability of the intellectual property material to the business of the Corporation or any of its Subsidiaries. The conduct of the Corporation's business or the business of any of its Subsidiaries does not, to the knowledge of the Corporation, infringe upon the intellectual property rights of any other Person. The Corporation or any of its Subsidiaries has no pending action or proceeding, nor, to the knowledge of the Corporation, is there any threatened action or proceeding against it with respect to the Corporation's or such Subsidiaries' use of the intellectual property;

- (t) *No Conflict.* The execution and delivery of each of this Agreement and the Investor Rights Agreement and the compliance with all provisions contemplated thereunder, the offering and sale of the Purchased Securities and the issuance of the Warrant Shares, as applicable, does not and will not:
 - (i) require the consent, approval, Authorization, registration or qualification of or with any Governmental Body, stock exchange, securities regulatory authority or other third party, except: (A) for the Post-Closing Filings; (B) such post-closing filings as may be required by the CSE; or (C) the consents of or filings with any Governmental Body which may be required under Applicable Law in connection with the Investor's acquisition of Common Shares upon the conversion or exercise of the Warrants, except for customary filings with the CSE for transaction of this nature;

- (ii) result in a breach of or default under, nor create a state of facts which, after notice or lapse of time or both, would result in a breach of or default under, nor conflict with:
 - (A) any of the terms, conditions or provisions of the constating documents or resolutions of the shareholders, directors or any committee of directors of the Corporation;
 - (B) any statute, rule, regulation or law applicable to the Corporation, including applicable Securities Laws, or any judgment, order or decree of any Governmental Body, agency or court having jurisdiction over the Corporation; or
 - (C) any material agreement to which the Corporation or any Subsidiary is a party or by which they are contractually bound (the "**Material Agreements**"); and
- (iii) do not affect the rights, duties and obligations of any party to any Material Agreement to which the Corporation or any Subsidiary is a party, nor give a party the right to terminate any such Material Agreement by virtue of the application of terms, provisions or conditions in such Material Agreement;
- (iv) give rise to any lien, charge or claim in or with respect to the properties or assets now owned or hereafter acquired by the Corporation or the acceleration of or the maturity of any debt under any indenture, mortgage, lease, agreement or instrument binding or affecting the Corporation or any of its properties, that would result in a material adverse effect;
- (u) *Binding Obligations.* Upon the execution and delivery thereof, each of this Agreement and the Investor Rights Agreement shall constitute a valid and binding obligation of the Corporation and each shall be enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally; (ii) the application of equitable principles when equitable remedies are sought, including the remedies of specific performance and injunctive relief; and (iii) Applicable Laws limiting rights to indemnity, contribution, waiver, and the ability to sever unenforceable terms (collectively, the "**Enforceability Qualifications**");
- (v) *All Necessary Corporate Action.* All necessary corporate action has been taken by the Corporation to: (i) allot, reserve, validly create, authorize and issue the Purchased Securities; and (ii) allot, reserve and authorize the issuance of the Warrants Shares, as applicable, as fully paid and non-assessable securities in the capital of the Corporation upon the due conversion or due exercise of the Warrants in accordance with their respective terms;
- (w) *Authorized Capital.* The authorized capital of:
 - (i) the Corporation consists of an unlimited number of Common Shares of which, as of the close of business on the Business Day immediately preceding the date

hereof, 78,164,744 Common Shares are issued and outstanding as fully paid and non-assessable shares;

- (ii) the Corporation consists of an unlimited number of Class A shares of which, as of the close of business on the Business Day immediately preceding the date hereof, no Class A shares are issued and outstanding as fully paid and non-assessable shares;
- (x) *Information.* All information which has been prepared by the Corporation relating to the Corporation or its Subsidiaries and its business, property and liabilities and either publicly disclosed or provided to the Investor is, as of the date of such information, true and correct in all material respects, and no fact or facts have been omitted therefrom which would make such information materially misleading;
- (y) *No Brokers.* Except for the finder's fee payment(s) payable by the Corporation as agreed to by the Investor in writing, there is no Person acting or purporting to act at the request of the Corporation, who is entitled to any brokerage or agency fee from the Corporation or any of its Subsidiaries in connection with the transactions contemplated herein;
- (z) *No Proposed Legislation.* There is no legislation, or proposed legislation (published by a legislative body), which to the knowledge of the Corporation, is reasonably anticipated to materially and adversely affect the business, affairs, operations, assets or liabilities (contingent or otherwise) of the Corporation or any of its Subsidiaries, taken as a whole;
- (aa) *No Loans.* The Corporation and its Subsidiaries have no loans or other indebtedness (excluding accounts payable which shall include amounts owing for services rendered) outstanding which have been made to any of its shareholders, officers, directors or employees, past or present, or any Person not dealing at "arm's length" with them (as such term is defined in the *Income Tax Act* (Canada));
- (bb) *Foreign Private Issuer.* The Company is a "foreign private issuer" within the meaning of Rule 405 of Regulation C under the U.S. Securities Act and will be, following the completion of the Private Placement, a "foreign private issuer" within the meaning of Rule 405 of Regulation C under the U.S. Securities Act.
- (cc) *AML.* The operations of the Corporation and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of money laundering statutes, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government or Governmental Body (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or Governmental Body or any arbitrator involving the Corporation or its Subsidiaries with respect to the Money Laundering Laws is pending, or to the knowledge of the Corporation, threatened;
- (dd) *Reporting Corporation.* The Corporation is a reporting issuer under applicable Securities Laws in each of the provinces of British Columbia, Alberta and Ontario (the "**Provinces**"). The Corporation is not in default in any material respect of any requirement of applicable Securities Laws of the Provinces nor is it included in a list of defaulting reporting issuers maintained by the Securities Regulators of the Provinces. The Corporation has filed all

documents required to be filed by it under Securities Laws and the rules, policies and requirements of the CSE. None of the documents filed in accordance with Securities Laws contained, as at the date of the filing thereof, a misrepresentation. The Corporation is in compliance with its obligations under Securities Laws and the rules, policies and requirements of the CSE to make timely disclosure of all material changes relating to it and, other than in respect of material change reports previously filed on a confidential basis and thereafter made public or material change reports previously filed on a confidential basis and in respect of which no material change ever resulted, no such disclosure has been made on a confidential basis and there is no material change relating to the Corporation which has occurred and with respect to which the requisite material change report has not been filed, except to the extent that the Private Placement constitutes a material change. All filings and fees required to be made and paid by the Corporation and the Subsidiaries pursuant to all Applicable Laws and the rules, policies and requirements of the CSE have been made and paid;

- (ee) *Material Agreements.* Each Material Agreement is legal, valid, binding and in full force and effect and is enforceable by the Corporation or the Subsidiary, as applicable, in accordance with its terms subject to the Enforceability Qualifications. Neither the Corporation nor any of the Subsidiaries, nor, to the knowledge of the Corporation, any other Person, is in default in the observance or performance of any term, covenant or obligation to be performed by it under any Material Agreement which would have a material adverse effect and no event has occurred which with notice or lapse of time or both would constitute such a default and all such contracts, agreements and arrangements are in good standing. Neither the Corporation nor any of the Subsidiaries has received any notice (whether written or oral) that any party to a Material Agreement intends to cancel, terminate or otherwise modify or not renew its relationship with the Corporation or with any of the Subsidiaries, which would have a material adverse effect and, to the knowledge of the Corporation, no such action has been threatened;
- (ff) *Condition of Assets.* All machinery, facilities, equipment and other assets in connection with the business of the Corporation and its Subsidiaries are owned by the Corporation or its Subsidiaries or used by it under valid and subsisting leases, licenses, operating agreements or other agreements. All assets are in good working order subject to standard wear and tear; and
- (gg) *No Guarantees.* Neither the Corporation nor any of its Subsidiaries is a party to or bound by any agreement of guarantee, indemnification (other than an indemnification of directors and officers in accordance with the constating documents of the Corporation and Applicable Laws) or any other like commitment of the obligations, liabilities (contingent or otherwise) of indebtedness of any other Person.

SCHEDULE "C"

WIRE INSTRUCTIONS FOR THE CORPORATION

(see attached)



SILO WELLNESS

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

SCHEDULE "D"

FORM OF WARRANT CERTIFICATE

(see attached)

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT FOUR MONTHS FROM THE DISTRIBUTION DATE].

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES, FOR THE BENEFIT OF SILO WELLNESS INC. (THE “CORPORATION”), THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATIONS UNDER THE 1933 ACT AND IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT PROVIDED BY (I) RULE 144 THEREUNDER, IF AVAILABLE, OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C)(I) OR (D), THE SELLER FURNISHES TO THE CORPORATION AN OPINION OF COUNSEL, OF RECOGNIZED STANDING, IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT “GOOD DELIVERY” OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE.

THIS WARRANT CERTIFICATE, AND THE WARRANTS EVIDENCED HEREBY, SHALL BE VOID AND OF NO VALUE UNLESS EXERCISED ON OR BEFORE THE APPLICABLE EXPIRY TIME (AS HEREINAFTER DEFINED).

WARRANTS TO PURCHASE COMMON SHARES

OF

SILO WELLNESS INC.

Number of warrants represented by this certificate: 12,555,180

Date: [●]

Certificate number: [●]

This certifies that, for value received, Orthogonal Thinker, Inc., 20533 Biscayne Blvd. Suite 4-616, Aventura, FL 33180-501 (the “**Holder**”) is the registered holder of these common share purchase warrants (the “**Warrants**”). Each Warrant entitles the Holder to purchase from Silo Wellness Inc. (the “**Corporation**”), before 5:00 p.m. (Toronto time) on the second anniversary of the date hereof (the “**Expiry Time**”), one common share in the capital of the Corporation (a “**Common Share**”) at a price of C\$0.05 per Common Share (the “**Exercise Price**”), subject to the terms and conditions set out in this warrant certificate (including the attached Schedules, the

“**Warrant Certificate**”). The number of Common Shares which the Holder is entitled to acquire on exercise of the Warrants and the Exercise Price are subject to adjustment in accordance with this Warrant Certificate.

1. Expiry Time: At the Expiry Time, all Warrants will expire and be null and void.

2. Exercise Procedure:

2.1 Deliveries: Subject to Section 2.3, Section 8, the Holder may exercise the Warrants before the Expiry Time, in whole or in part, by delivering to the Corporation during regular business hours at its principal office (or at any other address in Canada as the Corporation may notify the Holder in writing):

2.1.1 this Warrant Certificate, with a properly completed and signed subscription form substantially in the form attached as Schedule “A” (the “**Subscription Form**”) and any other documents contemplated in the Subscription Form; and

2.1.2 a certified cheque or bank draft payable to or to the order of the Corporation (or other form of payment acceptable to the Corporation) in the amount of the aggregate Exercise Price for the Common Shares being purchased.

The deliveries made by the Holder under this Section 2.1 will be deemed to be made only upon actual receipt by the Corporation.

2.2 Issuance: As soon as practicable and, in any event, within three (3) business days of receipt by the Corporation of the deliveries made by the Holder under Section 2.1 the Corporation will deliver a certificate(s) or a DRS statement(s) representing the Common Shares subscribed for and purchased by the Holder hereunder, and a replacement Warrant certificate, if any, or, if applicable upon the Holder’s request, the Corporation shall credit such aggregate number of Common Shares to which the Holder is entitled pursuant to such exercise to the Holder’s or its designee’s balance account with DTC or CDS, as applicable, through its custodian system. The Corporation shall pay any and all transfer, stamp, issuance and similar taxes, fees, costs, and expenses (including, without limitation, fees and expenses of the Company’s transfer agent) that may be payable with respect to the issuance and delivery of Common Shares upon exercise of this Warrant. The Corporation’s obligations to issue and deliver Common Shares in accordance with the terms and subject to the conditions hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination.

2.3 Compliance with Laws: Any exercise of Warrants will be subject to compliance, to the reasonable satisfaction of the Corporation, with all applicable laws and the requirements of the Canadian Securities Exchange.

3. Legends:

- 3.1 **Legends:** If issued on or before [●], 2022, and subject to Section 3.2, any certificate representing the Common Shares issued on exercise of the Warrants, and any certificate issued in exchange for or in substitution of this Warrant Certificate, will bear the following legend:

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT FOUR MONTHS FROM THE DISTRIBUTION DATE].

Subject to Section 3.2, any certificate representing the Common Shares issued on exercise of the Warrants, and any certificate issued in exchange for or in substitution of this Warrant Certificate, will bear the following legend:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”) OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES, FOR THE BENEFIT OF SILO WELLNESS INC. (THE “CORPORATION”), THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE 1933 ACT AND IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT PROVIDED BY (I) RULE 144 THEREUNDER, IF AVAILABLE, OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C)(I) OR (D), THE SELLER FURNISHES TO THE CORPORATION AN OPINION OF COUNSEL, OF RECOGNIZED STANDING, IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT “GOOD DELIVERY” OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE.

- 3.2 **Removal of Legends:** If, at any time, in the opinion of counsel to the Corporation, the legends specified in Section 3.1 are no longer necessary or advisable, or the holder of a legended certificate provides the Corporation with evidence satisfactory in form and substance to the Corporation (which may

include an opinion of counsel satisfactory to the Corporation) to the effect that the legends are not required, a legended certificate may be surrendered to the Corporation in exchange for a certificate which does not bear the legends specified in Section 3.1.

4. **Partial Exercise:** The Holder may exercise a number of Warrants less than the total number of Warrants evidenced by this Warrant Certificate. If there is a partial exercise under this Section 4, the Holder will be entitled to receive, without charge, a new warrant certificate evidencing the balance of the Warrants which have not yet been exercised.
5. **No Fractional Shares:** Despite any adjustment provided for in Section 10, no fractional Common Shares will be issued on any exercise of Warrants, and the number of Common Shares issuable on the exercise of Warrants will be rounded down to the nearest whole number. The Holder will not be entitled to any cash or other consideration in lieu of any fraction of a Common Share.
6. **Transfer:** The Warrants are not transferable by the Holder.
7. **Not a Shareholder:** The holding of a Warrant will not constitute the Holder a shareholder of the Corporation or entitle the Holder to any right or interest as a shareholder of the Corporation, except as expressly provided in this Warrant Certificate.
8. **Reduction or Cancellation:** The Warrants issued to the Holder hereunder shall expire on the earlier on the second anniversary of the date hereof.
9. **Adjustments:** The adjustments in Sections 9.2 to 9.6 are subject to the rules set out in Section 9.7.

9.1 **Definitions:** In this Section 10, the following terms have the following meanings:

9.1.1 **“Adjustment Period”** means the period starting on the date of this Warrant Certificate and ending at the Expiry Time.

9.1.2 **“Board”** means the board of directors of the Corporation (or, if empowered, a committee of the board of directors of the Corporation).

9.1.3 **“Convertible Security”** means a security convertible into or exchangeable for a Common Share.

9.1.4 **“Current Market Price”** means, at any date, the VWAP for any 20 consecutive trading days selected by the Corporation ending not more than three trading days before that date.

9.1.5 **“Exchange Rate”** means the number of Common Shares which the Holder is entitled to purchase for each Warrant.

9.1.6 **“VWAP”** means, for any period, the volume weighted average trading price per Common Share at which the Common Shares have traded on the

Canadian Securities Exchange for the period (calculated by dividing the aggregate trading price of all Common Shares sold during the period by the aggregate number of Common Shares sold during the period).

Any Common Shares owned by or held for the account of the Corporation will be deemed not to be outstanding for the purpose of any calculation under this Section 10.

9.2 **Share Adjustment:** If, during the Adjustment Period, the Corporation:

- 9.2.1 subdivides the Common Shares into a greater number of shares of the Corporation;
- 9.2.2 consolidates the Common Shares into a lesser number of shares of the Corporation; or
- 9.2.3 fixes a record date to issue (or issues) Common Shares or Convertible Securities to the holders of all or substantially all of the Common Shares by way of a stock dividend or other distribution on the Common Shares,

(the subdivision, consolidation or issuance, a “**Share Adjustment**”), then the Exercise Price will be adjusted, effective on the earlier of the record date on which holders of Common Shares are determined for the purposes of the Share Adjustment and the effective date of the Share Adjustment (the “**Share Adjustment Trigger Date**”), by multiplying the Exercise Price in effect before the adjustment by a fraction:

- 9.2.4 with a numerator equal to the number of Common Shares outstanding before giving effect to the Share Adjustment; and
- 9.2.5 with a denominator equal to the number of Common Shares outstanding after giving effect to the Share Adjustment (and after giving effect to the conversion or exchange of any Convertible Securities distributed by way of stock dividend or other distribution, as if all of those Convertible Securities had been converted or exchanged on the Share Adjustment Trigger Date).

If an adjustment is made to the Exercise Price under this Section 9.2, then the Exchange Rate will be contemporaneously adjusted by multiplying the Exchange Rate in effect before the adjustment by a fraction:

- 9.2.6 with a numerator equal to the Exercise Price in effect immediately before the adjustment; and
- 9.2.7 with a denominator equal to the Exercise Price resulting from the adjustment.

9.3 **Rights Offering:** If, during the Adjustment Period, the Corporation fixes a record date for the issuance of rights, options or warrants to the holders of all or substantially all of the Common Shares entitling them, for a period expiring not more than 45 days after that record date, to subscribe for or acquire Common Shares or Convertible Securities at a price per Common Share (including, in the case of Convertible Securities, both the cost of acquisition of the Convertible Security and the conversion or exchange price, on a per Common Share basis) of less than 95% of the Current Market Price (a “**Rights Offering**”), then the Exercise Price will be adjusted, effective on the record date for the Rights Offering (the “**Rights Offering Trigger Date**”), by multiplying the Exercise Price in effect before the adjustment by a fraction:

9.3.1 with a numerator equal to the aggregate of:

9.3.1.1 the number of Common Shares outstanding before giving effect to the Rights Offering; and

9.3.1.2 the number determined by dividing: (A) the aggregate subscription price for all Common Shares offered under the Rights Offering (calculated as if all rights, options or warrants issued under the Rights Offering had been exercised, and as if all Convertible Securities acquired under the Rights Offering had been converted or exchanged for Common Shares, in each case as of the Rights Offering Trigger Date); by (B) the Current Market Price; and

9.3.2 with a denominator equal to the aggregate of:

9.3.2.1 the number of Common Shares outstanding before giving effect to the Rights Offering; and

9.3.2.2 the number of Common Shares offered under the Rights Offering (including all Common Shares issuable if all rights, options or warrants issued under the Rights Offering are exercised, and if all Convertible Securities acquired under the Rights Offering are converted or exchanged for Common Shares).

If an adjustment is made to the Exercise Price under this Section 9.3, then the Exchange Rate will be contemporaneously adjusted by multiplying the Exchange Rate in effect before the adjustment by a fraction:

9.3.3 with a numerator equal to the Exercise Price in effect immediately before the adjustment; and

9.3.4 with a denominator equal to the Exercise Price resulting from the adjustment.

9.4 **Special Distribution:** If, during the Adjustment Period, the Corporation fixes a record date for the distribution to the holders of all or substantially all of the Common Shares of:

9.4.1 shares of any class, whether of the Corporation or any other corporation;

9.4.2 rights, options or warrants;

9.4.3 evidences of indebtedness; or

9.4.4 other assets or property,

and if the distribution does not constitute a Share Adjustment or a Rights Offering (any non-excluded distribution, a “**Special Distribution**”), then the Exercise Price will be adjusted, effective on the record date for the Special Distribution, by multiplying the Exercise Price in effect before the adjustment by a fraction:

9.4.5 with a numerator equal to the VWAP for the five consecutive trading days starting on the “ex-distribution” date; and

9.4.6 with a denominator equal to the VWAP for the five consecutive trading days ending immediately before the “ex-distribution” date.

No adjustments under this Section 9.4 will be made in respect of dividends (payable in any form) declared payable on the Common Shares in any fiscal year of the Corporation to the extent that those dividends, when aggregated with any dividends previously declared payable on the Common Shares in that fiscal year, have a value of less than 100% of the consolidated net income of the Corporation, before extraordinary items, for its immediately preceding fiscal year.

9.5 **Reorganization:** If, during the Adjustment Period:

9.5.1 the Common Shares are reclassified or changed into other shares or there is any other reorganization involving the Common Shares (other than a Share Adjustment);

9.5.2 the Corporation is a party to any consolidation, amalgamation, merger or arrangement with any other person; or

9.5.3 all or substantially all of the undertakings or assets of the Corporation are transferred to another person,

(each event, a “**Reorganization**”), then the Holder will, after the effective date of the Reorganization and upon exercise of the Warrants, be entitled to receive, and will accept, in lieu of the number of Common Shares to which the Holder was entitled upon exercise of the Warrants before the Reorganization, the kind and amount of securities and/or other property (including cash) which the Holder would have been entitled to receive as a result of the Reorganization if, on the

effective date of the Reorganization, the Holder had been the registered holder of the number of Common Shares into which the Warrants were exercisable before the Reorganization.

9.6 **Other Adjustments:** If, during the Adjustment Period, the Corporation takes any action affecting the Common Shares, other than an action or event requiring an adjustment under Sections 9.2 to 9.5, which the Board determines would have a material effect on the rights of the Holder under this Warrant Certificate, then the terms of the Warrants will be adjusted in any manner and at any time as the Board (in its sole discretion) determines is equitable in the circumstances. If the Board fails to provide for an adjustment under this Section 9.6 before the effective date of the action affecting the Common Shares, that failure will be deemed to be conclusive evidence that the Board has determined that it is equitable to make no adjustment in the circumstances.

9.7 **Rules:**

9.7.1 **Successive Calculations:** The adjustments under this Section 10 will be made successively (without duplication) whenever a relevant event occurs.

9.7.2 **Minimum Adjustments:** No adjustment of the Exercise Price will be made unless it would result in a change in the Exercise Price of at least 1% of the Exercise Price originally established on the date of this Warrant Certificate (however any adjustments which by reason of this Section 9.7.2 are not required to be made will be carried forward and taken into account in any subsequent adjustment).

9.7.3 **Participation by Holder:** No adjustments under this Section 10 will be made to the extent that the Holder is entitled to participate in the relevant event on the same terms *mutatis mutandis* as if the Holder had exercised the Warrants before the relevant date.

9.7.4 **Actions Not Taken:** If the Corporation fixes a record date which (if it were not for this Section 9.7.4) would trigger an adjustment under this Section 10, and the event in respect of which the record date is set is abandoned, then no adjustment under this Section 10 will be required by reason of the setting of the record date. If a calculation is made under this Section 10 based on the assumed conversion or exchange of Convertible Securities or on the assumed exercise of rights, options or warrants, and any portion of the Convertible Securities are not actually converted or exchanged or any portion of the rights, options or warrants are not actually exercised within the time permitted, the calculation will be adjusted once the number of Common Shares actually issued on the conversion or exchange of the Convertible Securities and on the exercise of the rights, options and warrants is known.

- 9.7.5 **Deferral of Issuance:** If Section 9.7.4 may require a readjustment or a recalculation which could result in a lesser amount of Common Shares being issued on exercise of the Warrants, the Corporation may defer issuing any Common Shares in excess of that lesser amount to the Holder upon the exercise of the Warrants, until the final Exercise Price and Exchange Rate are known. If the Corporation defers the issuance of Common Shares under this Section 9.7.5, the Corporation will deliver to the Holder an appropriate instrument evidencing the Holder's right (subject to the occurrence of the event requiring the readjustment or recalculation) to receive the additional Common Shares and any distributions made on and after the date of deferral on the additional Common Shares.
- 9.7.6 **Disputes:** If any dispute arises with respect to the calculation of an adjustment under this Section 10, the dispute will be conclusively determined by the auditors of the Corporation or, if they are unable or unwilling to act, by another firm of independent chartered accountants selected by the Board and acceptable to the Holder. The Corporation will provide to the auditors or accountants access to all necessary records of the Corporation to make a determination under this Section 9.7.6 and that determination will be binding on the Corporation and the Holder.
- 9.7.7 **Record Date:** If the Corporation does not fix a record date for a Rights Offering or a Special Distribution by way of a resolution of the directors, the Corporation will be deemed to have fixed a record date on the record date determined under corporate law.
- 9.7.8 **Exchange Approval:** Any adjustments under this Section 10 may be subject to the prior approval of the Canadian Securities Exchange.
- 9.8 **Condition Precedent:** As a condition precedent to the taking of any action which would require an adjustment under this Section 10, the Corporation will take any corporate action which may, in the opinion of counsel to the Corporation, be necessary to ensure that the Corporation may validly and legally issue the securities, or may validly and legally distribute the property, of the Corporation which the Holder is entitled to receive on the full exercise of the Warrants.
- 9.9 **Notice:** Within 10 business days of the effective date or record date, as applicable, of any event which requires or may require an adjustment to be made under this Section 10, the Corporation will give notice to the Holder of the relevant particulars of that event and, if determinable, the required adjustment and the calculation of that adjustment. If the final adjustment is not determinable at the time that the initial notice is given under this Section 9.9, then the Corporation will give notice to the Holder of the required adjustment and the calculation of that adjustment as soon as the final adjustment is determinable.

- 9.10 **Interpretation:** As of the original date of this Warrant Certificate, “**Common Share**” means a common share in the capital of the Corporation as constituted on the original date of this Warrant Certificate. If the common shares are subsequently reorganized, reclassified, substituted or otherwise changed, the term “Common Share” will then be interpreted to reflect that change.
10. **Covenants:** So long as any Warrants remain outstanding, the Corporation covenants that:
- 10.1 the Corporation will reserve and there will remain unissued out of its authorized capital a sufficient number of Common Shares to satisfy the purchase rights of the Holder under this Warrant Certificate;
 - 10.2 all Common Shares which shall be issued upon the due exercise of the Holder’s right pursuant to the provisions hereof, shall be issued as fully paid and non-assessable Common Shares, free of all liens, charges and encumbrances;
 - 10.3 The Corporation shall use commercially reasonable efforts to preserve and maintain its corporate existence;
 - 10.4 except in the event of a Reorganization, the Corporation will use its commercially reasonable efforts to ensure that the Common Shares issuable on the exercise of the Warrants are listed and posted for trading on the Canadian Securities Exchange; and
 - 10.5 except in the event of a Reorganization, the Corporation will make all filings under applicable securities laws necessary to remain a reporting issuer in British Columbia, Alberta and Ontario not in default.
11. **Representations and Warranties:** The Corporation represents and warrants to the Holder that: (i) the Corporation has all requisite legal and corporate power and authority to issue the Warrants and the Common Shares issuable on the exercise of the Warrants, and this Warrant Certificate represents a legal, valid and binding obligation of the Corporation enforceable in accordance with its terms; and (ii) the Corporation has applied to the Canadian Securities Exchange to list all Common Shares issuable upon the exercise of the Warrants and the Corporation has received conditional listing approval in respect thereof.
12. **Consolidation and Amalgamation.** In the case of the Corporation entering into a transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other corporation and/or its securities exchanged for the securities of another corporation (herein called a “**successor corporation**”) whether by way of reorganization, reconstruction, consolidation, amalgamation, merger, transfer, sale, disposition or otherwise, the successor corporation shall be bound by all of the provisions hereof including the due and punctual performance of all covenants of the Corporation and forthwith following the occurrence of such event, the successor corporation resulting from such reorganization, reconstruction, consolidation, amalgamation, merger, transfer, sale, disposition or otherwise (if not the Corporation), shall expressly assume, by supplemental certificate satisfactory in form to the Holder,

acting reasonably, and executed and delivered to the Holder, the due and punctual performance and observance of this Warrant Certificate to be performed and observed by the Corporation and these securities and the terms set forth in this Warrant Certificate will be a valid and binding obligation of the successor corporation entitling the Holder, as against the successor corporation, to all the rights of the Holder under this Warrant Certificate.

13. **Lost Certificate:** If this Warrant Certificate is stolen, lost, mutilated or destroyed, the Corporation may issue a new certificate evidencing the unexercised Warrants, on any terms the Corporation may, in its discretion, acting reasonably, impose (which may include the delivery by the Holder of an indemnity or security).
14. **Exchange of Warrant Certificate:** This Warrant Certificate may be exchanged for certificates in the name of the Holder evidencing in the aggregate the same number of unexercised Warrants evidenced by this Warrant Certificate.
15. **Register of Warrantholders.** The Corporation shall cause a register (the “**Register**”) to be kept in which shall be entered the names and addresses of all holders of the Warrants and the number of Warrants held by each of them. The Corporation may treat the registered holder of the Warrants as the absolute owner of the Warrants for all purposes, despite any notice or knowledge to the contrary.
16. **Headings:** The insertion of headings in this Warrant Certificate is for convenience of reference only and does not affect the construction or interpretation of this Warrant Certificate.
17. **Sections and Schedules:** Unless otherwise specified, references in this Warrant Certificate to a Section or Schedule are to be construed as references to a Section or Schedule of or to this Warrant Certificate.
18. **Number and Gender:** In this Warrant Certificate, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders.
19. **Including:** Every use of the words “**including**” or “**includes**” in this Warrant Certificate is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.
20. **Business Day:** In this Warrant Certificate, “**business day**” means any day excluding a Saturday, Sunday or statutory holiday in the province of Ontario.
21. **Time of Essence:** Time is of the essence in all respects of this Warrant Certificate.
22. **Notices to Holder:** Unless otherwise specified, any notice or communication required or permitted to be delivered by the Corporation to the Holder under this Warrant Certificate (a “**Communication**”) may be delivered personally at, or sent by facsimile, email, courier or mail to, the latest address of the Holder recorded on the books of the Corporation. A Communication delivered personally will be deemed to have been given or made and received on the date of delivery. A Communication delivered by facsimile or

email will be deemed to have been given or made and received on the date of transmission (but if transmitted on a day which is not a business day or after 5:00 p.m. (local time of the recipient), the Communication will be deemed to have been given or made and received on the next business day). A Communication delivered by courier will be deemed to have been given or made and received on the next business day. A Communication delivered by mail will be deemed to have been given or made and received on the fifth business day after the Communication is posted.

- 23. Severability:** Each Section of this Warrant Certificate is distinct and severable, and if any Section of this Warrant Certificate, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect the legality, validity or enforceability of the remaining Sections of this Warrant Certificate, in whole or in part, or the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction, in each case as long as the economic and legal substance of the transactions contemplated by this Warrant Certificate is not affected in any manner materially adverse to either the Holder.
- 24. Governing Law and Venue:** This Warrant Certificate is governed by, and is to be construed and interpreted in accordance with, the laws of the province of Ontario and the laws of Canada applicable in that province. The Holder and the Corporation irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the province of Ontario to determine all issues, whether at law or in equity, arising from this Warrant Certificate.
- 25. Amendments:** Except as expressly provided in this Warrant Certificate, the provisions of this Warrant Certificate may only be amended with the written consent of the Holder and the Corporation. Any amendment will be subject to the approval of the Canadian Securities Exchange; if required.
- 26. Enurement:** This Warrant Certificate enures to the benefit of and is binding upon the Holder and the Corporation and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.
- 27. Currency:** Unless otherwise specified, all currency amounts in this Warrant Certificate are expressed in Canadian dollars.

SIGNATURE PAGE FOLLOWS

SILO WELLNESS INC.

By: _____
Authorized signatory

SCHEDULE "A"

SUBSCRIPTION FORM

TO: SILO WELLNESS INC.

Any term in this Subscription Form that is not otherwise defined has the meaning set out in the warrant certificate of which this Subscription Form forms a part (the "**Warrant Certificate**").

The registered holder of the Warrants (the "**Holder**"), by delivery of this Subscription Form, exercises the right to (Please check only ONE box) subscribe for _____ Common Shares on the terms and conditions set out in the Warrant Certificate, for an aggregate Exercise Price of \$_____ (pursuant to Schedule "A" of the Warrant Certificate).

The undersigned represents, warrants and certifies that: (A) the undersigned holder (i) did not acquire the warrants being exercised in the United States (as such term is defined in Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or at a time when the undersigned was a "U.S. person" (as such term is defined in Regulation S under the U.S. Securities Act) or acting on behalf of, or for the account or benefit of, a U.S. person or a person in the United States, (ii) is not in the United States on the date hereof, (iii) is not a U.S. person on the date hereof and is not exercising the warrants on behalf of, or for the account or benefit of, a U.S. person or a person in the United States, and (iv) did not execute or deliver this Subscription Form in the United States.

Address for Delivery of Common Shares:

Attention: _____

Exercise Price Tendered (CDN \$[●] per Common Share or as \$ adjusted), if applicable _____

Dated at _____, this _____ day of _____, 20_____.

WITNESS:) _____
) **HOLDER'S NAME**
) _____
) **AUTHORIZED SIGNATURE**
) _____
) **NAME OF AUTHORIZED SIGNATORY (IF**
) **APPLICABLE)**
) _____
) _____

) _____
**OFFICIAL CAPACITY OR TITLE OF
AUTHORIZED SIGNATORY (IF APPLICABLE)**

Instruction: If the Common Shares are to be registered in a name other than the name of the registered Warrant Holder or if this Subscription Form is signed by a person in a representative capacity on behalf of the Holder, the Corporation may require the person to deliver documentation to establish the person's authority and capacity to sign on behalf of the Holder and the Corporation may require the person's signature to be guaranteed.

SCHEDULE "E"

INVESTOR RIGHTS AGREEMENT

(see attached)

INVESTOR RIGHTS AGREEMENT

ORTHOGONAL THINKER, INC.

and

SILO WELLNESS INC.

February [•], 2022

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION	1
1.1	Defined Terms.....	1
1.2	Rules of Construction.....	7
1.3	Entire Agreement	7
1.4	Time of Essence	8
1.5	Governing Law and Submission to Jurisdiction	8
1.6	Severability.....	8
1.7	Schedule	8
ARTICLE 2 BOARD NOMINATION	8
2.1	Board of Directors Nominees.....	8
2.2	Board Committees	10
2.3	Officer Appointment Rights	10
2.4	Expiry of Board Nomination and Officer Appointment Rights.....	11
ARTICLE 3 PRE-EMPTIVE RIGHT AND TOP-UP RIGHT	11
3.1	Pre-Emptive Right.....	11
3.2	Top-up Right	13
3.3	Exercise Notice	13
3.4	Expiry of Pre-Emptive Right and Top-up Right.....	14
ARTICLE 4 REGISTRATION RIGHTS	14
4.1	Meaning of “Investor”	14
4.2	Demand Registrations.....	14
4.3	Demand Registration Request.....	16
4.4	Piggyback Registrations	16
4.5	Registration Expenses	17
4.6	Registration Procedures	17

4.7	Indemnification	17
4.8	Expiry of Registration Rights.....	20
4.9	Grant of Registration Rights to Others.....	20
4.10	Lock-up Agreement.....	20
ARTICLE 5 COVENANTS OF THE PARTIES		20
5.1	Non-Solicitation	20
5.2	Notification of Acquisition Proposals.....	21
5.3	Right to Match	21
5.4	Additional Affirmative Covenants	22
5.5	Additional Negative Covenants	23
5.6	Additional Financings.....	24
ARTICLE 6 MISCELLANEOUS		24
6.1	Notices	24
6.2	Amendments and Waivers.....	25
6.3	Termination	25
6.4	Assignment	26
6.5	Successors and Assigns	26
6.6	Further Assurances.....	26
6.7	Other Registration Rights; Engagement Letters	26
6.8	Right to Injunctive Relief	27
6.9	Counterparts	27

INVESTOR RIGHTS AGREEMENT

THIS AGREEMENT made the [●] day of February, 2022,

BETWEEN:

ORTHOGONAL THINKER, INC., a corporation existing under the laws of Delaware,

(hereinafter referred to as the "**Investor**"),

- and -

SILO WELLNESS INC., a corporation existing under the laws of the Province of Ontario,

(hereinafter referred to as the "**Issuer**"),

WHEREAS the Issuer and the Investor have entered into a subscription agreement dated February 2nd, 2022 (the "**Subscription Agreement**") pursuant to which the Investor purchased the Purchased Shares (as defined herein) and received the Warrants (as defined herein).

AND WHEREAS in connection with the Investor's subscription pursuant to the Subscription Agreement, the Issuer has agreed to grant certain rights set out herein to the Investor, on the terms and subject to the conditions set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Defined Terms

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"**Act**" means the *Business Corporations Act* (Ontario), as amended.

"**Acquisition Proposal**" means, other than the transactions contemplated by this Agreement, any written or oral offer, proposal, public announcement, inquiry or request for discussions or negotiations from any Person or group of Persons (other than the Investor) relating to (a) any direct or indirect acquisition or purchase (or any lease, long-term supply agreement or other arrangement having the same economic effect as a purchase), in a single transaction or a series of related transactions, of assets representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated revenue of the Issuer and its subsidiaries or 20% or more of the voting or equity securities (or rights or interests therein or thereto) of the Issuer or any

of its Affiliates whose assets or revenues, individually or in the aggregate, represent 20% or more of the consolidated assets or contribute 20% or more of the consolidated revenue of the Issuer and its subsidiaries; (b) any direct or indirect take-over bid, issuer bid, exchange offer, treasury issuance or other similar transaction that, if consummated, would cause a Person or group of Persons to exceed beneficially owning 20% or more of any class of voting or equity securities (in terms of number of securities or voting power calculated on a non-diluted basis) or any other equity interests (including securities convertible into or exercisable or exchangeable for equity interests) of the Issuer or any of its subsidiaries whose assets or revenues, individually or in the aggregate, represent 20% or more of the consolidated assets or contribute 20% or more of the consolidated revenue of the Issuer and its Affiliates; or (c) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or any other similar transaction or series of transactions involving the Issuer or any of its Affiliates whose assets or revenues, individually or in the aggregate, represent 20% or more of the consolidated assets or contribute 20% or more of the consolidated revenue of the Issuer and its Affiliates.

“Additional Financing” has the meaning given to such term in Section 5.6.

“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 Person specified. For the purposes of this definition, “control” when used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

“Applicable Laws” means any and all federal, state, provincial, regional, local, municipal or other laws, statutes, constitutions, principles of common law, resolutions, ordinances, proclamations, directives, codes, edicts, Orders, rules, regulations, rulings or requirements issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity and includes Securities Laws.

“As-Exchanged Ownership of the Investor” means, as at any date, the aggregate interest of the Investor and its Affiliates calculated as a percentage, (a) the numerator of which shall be the number of Common Shares and Convertible Securities otherwise beneficially owned or controlled by the Investor and its Affiliates, as at such relevant date, and (b) the denominator of which shall be the number of Common Shares outstanding as at such relevant date, calculated on a Fully-diluted Basis.

“Assignee” has the meaning given to such term in Section 6.4.

“Board” means the board of directors of the Issuer.

“Business Day” means any day, other than (a) a Saturday, Sunday or statutory holiday in the Province of Ontario and (b) a day on which banks are generally closed in the Province of Ontario.

“Canadian Securities Acts” means the applicable securities legislation of each of the provinces of British Columbia, Alberta and Ontario and all published regulations, policy statements, Orders, rules, instruments, rulings and interpretation notes issued thereunder or in relation thereto, as the same may hereafter be amended from time to time or replaced.

“Canadian Securities Commissions” means the securities commissions or similar securities regulatory authorities in each of the provinces of British Columbia, Alberta and Ontario.

“Common Shares” means the common shares in the capital of the Issuer and shares of any other class shares in the capital of the Issuer from time to time that carries voting rights.

“Conditions” has the meaning given to such term in Section 2.1(b).

“Consultation Notice” has the meaning given to such term in Section 5.6.

“Consultation Period” has the meaning given to such term in Section 5.6.

“Convertible Securities” means any security convertible, exchangeable or exercisable for or into, with or without consideration, Common Shares or other equity or voting securities of the Issuer, including any convertible debt securities, warrants, options or other rights issued by the Issuer.

“CSE” means the Canadian Securities Exchange.

“Demand Registration” has the meaning given to such term in Section 4.2(a).

“Demand Registration Request” has the meaning given to such term in Section 4.2(a).

“Dilutive Issuance” has the meaning given to such term in Section 3.2(a).

“Downsize Notice” has the meaning given to such term in Section 3.3(b)(ii).

“Exempt Issuance” means the issuance by the Issuer of Common Shares or Subject Securities: (a) upon the exercise or conversion (on account of principal or interest) of any Existing Convertible Securities; (b) as a result of the consolidation or subdivision of any securities of the Issuer; (c) to the Investor or any of its Affiliates; (d) with the consent of the Investor; (e) in connection with finder’s fee(s) with respect to the Investor’s subscription of the Purchased Shares and Warrants under the Subscription Agreement; (f) in connection with the settlement of liabilities of the Issuer, on terms and conditions acceptable to the Investor; (g) in connection with the issuance of that number of restricted share units of the Issuer equal to 5% of the aggregate Purchased Shares and the aggregate number of Common Shares purchased under the Follow-On Investments; and (h) in connection with Common Shares in lieu of salary payable to certain executive officers of the Corporation, on terms and conditions acceptable to the Investor.

“Exercise Notice” has the meaning given to such term in Section 3.3(a).

“Existing Convertible Securities” means Convertible Securities issued prior to, and outstanding on the date hereof, other than any Convertible Securities issued pursuant to director, officer or employee equity compensation plans or arrangements.

“Fully-diluted Basis” means in reference to a number of Common Shares, a number calculated taking into account all of the issued and outstanding voting and participating shares of the share capital of the Issuer and the conversion, exercise or exchange of all Convertible Securities into such shares based on the applicable conversion, exchange or exercise rate, including any warrants (including the Warrants) and any options granted by the Issuer (including those options,

whether or not granted, available for issuance under the Issuer's stock option plan which may be amended from time to time).

"GAAP" means generally accepted accounting principles which are in effect from time to time in Canada, including, for certainty, International Financial Reporting Standards (IFRS), Accounting Standards for Private Enterprises (ASPE), Accounting Standards for Not-for-Profit Organisations and Accounting Standards for Pension Plans, as applicable, (each only to the extent adopted by the Canadian Institute of Chartered Accountants Accounting Standards Board ("**CICA**") or any successor thereto as generally accepted accounting principles in Canada and then subject to such modifications thereto as are agreed by CICA).

"Governmental Entity" means any domestic or foreign federal, provincial, regional, state, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court, tribunal, commission or commissioner, bureau, minister or ministry, board or agency, or other regulatory authority, including any securities regulatory authorities and stock exchange including the CSE and any other exchange on which the securities of the Issuer are listed or posted for trading.

"Indebtedness" means all present and future obligations and indebtedness of a Person, whether direct or indirect, absolute or contingent, including all indebtedness for borrowed money, all obligations which are due and payable in respect of swap or hedging arrangements and all other liabilities which in accordance with GAAP would appear on the liability side of a balance sheet (other than items of capital, retained earnings and surplus or deferred tax reserves);

"Investor" has the meaning given to such term in the recitals hereto.

"Investor Indemnified Parties" has the meaning given to such term in Section 4.7(a).

"Investor Nominee" has the meaning given to such term in Section 2.1(a).

"Issuer" has the meaning given to such term in the recitals hereto.

"Issuer Indemnified Parties" has the meaning given to such term in Section 4.7(a).

"Lien" means any interest in property of any Person securing an obligation owed to, or a claim by, another Person including by way of mortgage, pledge, charge, lien, assignment by way of security, hypothecation, security interest, conditional sale agreement, deposit arrangement, deemed trust, title retention, capital lease, factoring or securitization arrangement.

"Market Price" means, in respect of any date, the closing price of the Common Shares on the trading day immediately prior to such date on the CSE or such other exchange or marketplace as such shares are then traded.

"Minimum Threshold" has the meaning given to such term in Section 2.1(a).

"Notice Period" has the meaning given to such term in Section 3.1(a).

"Order" means any judgment, decision, decree, injunction, ruling, writ, assessment or order of any Governmental Entity that is binding on any Person or its property under Applicable Laws.

“Person” means and includes any individual, company, limited partnership, general partnership, joint stock company, limited liability company, joint venture, association, company, trust, bank, trust company, pension fund, business trust or other organization, whether or not a legal entity and any Governmental Entity.

“Piggyback Notice” has the meaning given to such term in Section 4.4(a).

“Piggyback Registration” has the meaning given to such term in Section 4.4(a).

“Piggyback Request” has the meaning given to such term in Section 4.4(a).

“Purchased Shares” means the Common Shares purchased by the Investor pursuant to the Subscription Agreement on the date hereof.

“Registrable Shares” means any Common Shares held by the Investor from time to time.

“Registration” means the qualification under any of the Canadian Securities Acts of the distribution of Registrable Shares to the public in any or all of the provinces and territories of Canada pursuant to a prospectus and/or, if the Common Shares are listed on a United States stock exchange, the registration under the U.S. Securities Act of the distribution of Registrable Shares to the public in the United States pursuant to a registration statement, as applicable.

“Registration Expenses” means all expenses incurred in connection with a Registration, including the following:

- (a) all fees, discounts and commissions payable to any underwriter, investment bank, manager or agent and the fees and disbursements of counsel to any underwriter, investment bank, manager or agent in connection with the Registration;
- (b) all fees, disbursements and expenses of counsel and auditor to the Issuer (including, as applicable, the expenses of any comfort letter);
- (c) all expenses incurred in connection with the preparation, translation, printing and filing of any preliminary prospectus, prospectus, registration statement or any other offering document and any amendments and supplements thereto and in connection with the mailing and delivering of copies thereof to any underwriters and dealers;
- (d) all filing fees and registration and qualification expenses of any Canadian Securities Commission, the SEC or the Financial Industry Regulatory Authority, as applicable;
- (e) as applicable, all reasonable fees and expenses incurred in connection with compliance with state securities or blue sky laws (including reasonable fees and disbursements of counsel for the Investor in connection with blue sky registration of Registrable Shares);
- (f) all transfer agents', depositaries' and registrars' fees and the fees of any other agent appointed by the Issuer in connection with a Registration;
- (g) all fees and expenses payable in connection with the listing of any Registrable Shares on each securities exchange or over the counter market on which the Common Shares are then listed;

- (h) all reasonable and actual expenses incurred by the Investor in connection with the Registration, including all reasonable fees, disbursements and expenses of the Investor's counsel; and
- (i) all costs and expenses of the Issuer associated with the conduct of any "road show" related to such Registration.

"registration statement" means any registration statement of the Issuer filed under the U.S. Securities Act (including a shelf registration statement) that covers the resale of any of the Registrable Shares pursuant to the provisions of this Agreement, any amendments and supplements to such registration statement, all exhibits thereto and all material incorporated by reference into such registration statement.

"SEC" means the United States Securities and Exchange Commission.

"Securities Laws" means the Canadian Securities Acts, the U.S. Securities Act and the U.S. Exchange Act.

"Subject Securities" has the meaning given to such term in Section 3.1(a).

"Subscription Agreement" has the meaning given to such term in the recitals hereto.

"Subsequent Offering" has the meaning given to such term in Section 3.1(a).

"Subsequent Offering Notice" has the meaning given to such term in Section 3.1(a).

"subsidiary" has the meaning ascribed to such term in the Act.

"Top-up Right" has the meaning given to such term in Section 3.2(a).

"Top-up Shares" has the meaning given to such term in Section 3.2(a).

"Top-up Threshold" has the meaning given to such term in Section 3.2(a).

"Transaction Agreements" means this Agreement, the Subscription Agreement, the certificates evidencing the Warrants and Voting Support and Lock-Up Agreements.

"U.S. Exchange Act" means the United States *Securities Exchange Act of 1934*.

"U.S. Securities Act" means the United States *Securities Act of 1933*, as amended.

"United States" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

"Upsize Notice" has the meaning given to such term in Section 3.3(b)(i).

"Upsize Option" has the meaning given to such term in Section 3.3(b)(i).

"Voting Support and Lock-Up Agreements" means the voting support and lock-up agreements entered into on the date hereof between the Investor and certain shareholders of the Corporation.

“**Warrants**” means the 12,555,180 Common Share purchase warrants of the Corporation issuable pursuant to the Subscription Agreement.

1.2 Rules of Construction

Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

- (a) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof and include any schedules or exhibits thereto;
- (b) references to an “Article” or “Section” followed by a number or letter refer to the specified Article or Section to this Agreement;
- (c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular number only shall include the plural and *vice versa* and words importing the use of any gender shall include all genders;
- (e) the word “including” is deemed to mean “including without limitation”;
- (f) the terms “party” and “the parties” refer to a party or the parties to this Agreement;
- (g) any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time;
- (h) any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder;
- (i) all dollar amounts refer to currency of Canada unless otherwise expressly indicated;
- (j) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and
- (k) whenever any action is required to be taken or period of time is to expire on a day other than a Business Day, such action shall be taken or period shall expire on the next following Business Day.

1.3 Entire Agreement

The Transaction Agreements constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in this the Transaction Agreements.

1.4 Time of Essence

Time shall be of the essence of this Agreement.

1.5 Governing Law and Submission to Jurisdiction

- (a) This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province.
- (b) Each of the parties irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

1.6 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. 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 hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

1.7 Schedule

The following Schedule is attached to and form an integral part of this Agreement:

Schedule 4.6 - Registration Procedures

ARTICLE 2 **BOARD NOMINATION**

2.1 Board of Directors Nominees

- (a) Subject to the provisions of this Article 2, including Section 2.1(h) the Investor shall be entitled to designate two nominees (each an “**Investor Nominee**”) for election to the Board so long as the As-Exchanged Ownership of the Investor meets or exceeds 10% (the “**Minimum Threshold**”).
- (b) Notwithstanding anything to the contrary in this Agreement, each Investor Nominee shall, as a condition of election or appointment as a director, satisfy the following conditions as reasonably determined by the Board (such conditions referred to as the “**Conditions**”):
 - (i) each Investor Nominee shall have such skills and experience reasonably consistent with other individuals who hold directorships on companies listed on

the CSE or any other stock exchange on which the Common Shares are then listed; and

- (ii) each Investor Nominee must meet the qualification requirements to serve as a director under the Act (or any equivalent statute of a jurisdiction to which the Issuer has been continued or under which it is otherwise governed), Securities Laws and the rules of the CSE or any other stock exchange on which the Common Shares are then listed.
- (c) Notwithstanding anything to the contrary in this Agreement, if at any time a Investor Nominee ceases to satisfy any of the Conditions, the Investor shall promptly cause such Investor Nominee to tender his or her resignation from the Board, which the Board may accept or reject, and the provisions of Section 2.1(i) shall apply.
- (d) The Issuer shall use commercially reasonable efforts to ensure that the Investor Nominees are appointed to the Board or are elected to the Board, including soliciting proxies in support of their election and taking the same actions taken by the Issuer to ensure the election of the other nominees selected by the Board for election to the Board, as soon as practicable.
- (e) The appointment or election of each Investor Nominee shall be subject to such Investor Nominee having provided all such information as may reasonably be required by the Issuer to provide all required disclosure regarding such Investor Nominee as may be required by Securities Laws.
- (f) The Issuer shall notify the Investor in writing as soon as practicable upon determining the date of any meeting of shareholders at which directors of the Issuer are to be elected and the Investor shall advise the Issuer and the Board of the name of the Investor Nominee(s) within 10 Business Days after receiving such notice. If the Investor does not advise the Issuer of the identity of the Investor Nominee(s) prior to such deadline, then the Investor will be deemed to have nominated its incumbent nominee(s).
- (g) The parties acknowledge that the initial Investor Nominees, being David Nikzad and Jason Hobson (the "**Initial Nominees**"), have been appointed to the Board effective on the closing of the transactions contemplated in the Transaction Agreements.
- (h) At the first annual shareholder meeting of the Issuer following the date hereof (the "**2022 Meeting**"), which shall be held no later than April 30, 2022, the Issuer shall use commercially reasonable efforts to increase the size of the Board to seven directors and the Investor shall be entitled to designate two additional Investor Nominees to be appointed to the Board in accordance with this Section 2.1, such that the number of Investor Nominees for election to the Board shall be four.
- (i) In the event that an Investor Nominee shall cease to serve as a director of the Issuer, whether due to such Investor Nominee's death, disability, resignation or removal, the Issuer shall, subject to Section 2.1(c) hereof, cause the Board to promptly appoint a replacement Investor Nominee (who shall be a different person) designated by the Investor to fill the vacancy created by such death, disability, resignation or removal,

provided that the Investor remains eligible to designate an Investor Nominee and that the replacement Investor Nominee satisfies the Conditions.

- (j) Each Investor Nominee shall be compensated for his or her service and reimbursed for expenses related to such service consistent with the Issuer's policies for director compensation and reimbursement.
- (k) The Issuer shall indemnify the Investor Nominees and provide the Investor Nominees with director and officer insurance to the same extent it indemnifies and provides insurance for the members of the Board pursuant to its organizational documents, Applicable Laws or otherwise.
- (l) From the date hereof until the 2022 Meeting, the size of the Board shall not exceed five directors. From the 2022 Meeting onward, so long as the Investor is entitled pursuant to Section 2.4 to designate four Investor Nominees to the Board, the size of the Board shall not exceed seven directors, except with the prior written consent of the Investor.

2.2 Board Committees

- (a) As soon as reasonably practicable after the appointment of the Initial Nominees, the Issuer shall use commercially reasonable efforts to cause the Board to appoint the Initial Nominees to the audit committee of the Issuer, provided that the Initial Nominees satisfy the eligibility criteria for such committee.
- (b) So long as the Investor is entitled pursuant to Section 2.4 to designate Investor Nominees to the Board, in the event the Issuer establishes any additional committees of the Board, each Investor Nominee shall be eligible to serve on such committees of the Board and, subject to Section 2.1(c) hereof, the Issuer shall use reasonable commercial efforts to cause the Board to appoint at least one Investor Nominee to each such committee to ensure that the Investor has a proportionate representation on each such committee, provided that such Investor Nominee satisfy the eligibility criteria for such committee, including any requirements under Applicable Laws, as determined by the Board.

2.3 Officer Appointment Rights

- (a) Subject to the provisions of this Article 2, the Investor shall be entitled to designate two nominees (each, a "**Officer Nominee**") to fill the positions of chief executive officer of the Issuer and chief operating officer of the Issuer, respectively, so long as the Investor meets the Minimum Threshold.
- (b) The appointment or election of each Officer Nominee shall be subject to such Officer Nominee having provided all such information as may reasonably be required by the Issuer to (i) obtain all required approvals of the CSE, and (ii) provide all required disclosure regarding such Officer Nominee as may be required by Securities Laws.
- (c) The parties acknowledge that the initial Officer Nominees are David Nikzad, as chief executive officer of the Issuer, and Jason Hobson, as chief operating officer of the Issuer.

- (d) In the event that an Officer Nominee shall cease to serve as chief executive officer of the Issuer or chief operating officer of the Issuer, as applicable, whether due to such Officer Nominee's death, disability, resignation or removal, the Issuer shall cause the Board to promptly appoint a replacement Officer Nominee (who shall be a different person) designated by the Investor to fill the vacancy created by such death, disability, resignation or removal, provided that the Investor remains eligible to designate an Officer Nominee.
- (e) Investor and Issuer covenant and agree to provide reasonable compensation in the Budget to any Officer Nominee.
- (f) The Issuer shall indemnify the Officer Nominees and provide the Officer Nominees with director and officer insurance to the same extent it indemnifies and provides insurance for other officers of the Issuer pursuant to its organizational documents, Applicable Laws or otherwise.

2.4 Expiry of Board Nomination and Officer Appointment Rights

The rights granted to the Investor and the obligations of the Issuer under this Article 2 shall terminate on the date on which the Investor does not meet the Minimum Threshold. So long as this Agreement remains in effect, in the event the Investor subsequently obtains sufficient Common Shares to satisfy the Minimum Threshold, the nomination rights granted to the Investor and the obligations of the Issuer under this Article 2 shall be reinstated and the Issuer shall use commercially reasonable efforts to appoint two or four Investor Nominees to the Board, as applicable, and elect as Officer Nominees as chief executive officer of the Issuer and chief operating officer of the Issuer.

ARTICLE 3 PRE-EMPTIVE RIGHT AND TOP-UP RIGHT

3.1 Pre-Emptive Right

- (a) Subject to Section 3.4, the Issuer agrees that if the Issuer issues any Common Shares or Convertible Securities (such securities other than Common Shares, collectively, "**Subject Securities**"), other than pursuant to an Exempt Issuance (any such issuance, a "**Subsequent Offering**"), then the Issuer shall, promptly following the determination to proceed with such Subsequent Offering, provide a written notice (the "**Subsequent Offering Notice**") to the Investor setting out: (i) the total number of issued and outstanding Common Shares on a Fully-diluted Basis; (ii) the number of Common Shares or Subject Securities issued or to be issued; (iii) the material terms and conditions of any Subject Securities issued or to be issued; (iv) the subscription price per Common Share or Subject Security issued or to be issued by the Issuer under such Subsequent Offering, as applicable; and (v) the proposed closing date for the issuance of Common Shares or Subject Securities to the Investor, assuming exercise of the Pre-Emptive Right by the Investor, which closing date shall be at least 10 Business Days following the date of such notice (the "**Notice Period**"), or such other date as the Issuer and the Investor may agree.
- (b) As soon as practicable following the delivery of a Subsequent Offering Notice, the Issuer will use its commercially reasonable efforts to provide the Investor with such information

concerning the Issuer as the Investor may reasonably request for the purposes of evaluating the Subject Securities and the Subsequent Offering.

- (c) Subject to Section 3.4 and compliance with Applicable Laws, the Issuer agrees that the Investor has the right (the “**Pre-Emptive Right**”), upon receipt of a Subsequent Offering Notice, to subscribe for and to be issued, on a private placement basis, and on the terms and conditions of such Subsequent Offering:
- (i) in the case of a Subsequent Offering of Common Shares, such number of Common Shares that will allow the Investor to maintain the As-Exchanged Ownership of the Investor immediately prior to completion of the Subsequent Offering; and
 - (ii) in the case of a Subsequent Offering of Subject Securities, such number of Subject Securities that will (assuming conversion or exchange of all of the convertible or exchangeable Subject Securities issued in connection with the Subsequent Offering and the convertible or exchangeable Subject Securities issuable pursuant to this Section 3.1) allow the Investor to maintain the As-Exchanged Ownership of the Investor immediately prior to the completion of the Subsequent Offering,

in each case, for greater certainty, after giving effect to any Common Shares or Subject Securities acquired by the Investor or any Affiliate thereof as part of the Subsequent Offering, other than pursuant to the exercise of the Pre-Emptive Right.

- (d) If the Issuer receives an Exercise Notice from the Investor within the Notice Period, then the Issuer shall issue to the Investor against payment of the subscription price payable in respect thereof, that number of Common Shares or Subject Securities, as applicable, set forth in the Exercise Notice, subject to compliance with Applicable Laws.
- (e) The closing of the exercise of the Pre-Emptive Right by the Investor will take place on the date set out in the Subsequent Offering Notice.
- (f) If the Issuer is paying the costs and expenses incurred by purchasers of Common Shares or Subject Securities (other than the Investor and other than any investment dealers acting as agents or underwriters in connection with the Subsequent Offering) in connection with any Subsequent Offering, the Issuer shall pay a proportionate amount of the costs and expenses incurred by the Investor in connection with such Subsequent Offering, on the same terms.
- (g) Notwithstanding anything to the contrary contained herein, the Issuer agrees that it shall not complete any Subsequent Offering, other than an Exempt Issuance, unless and until such time as the Issuer has received all regulatory approvals required for the Investor to exercise its Pre-Emptive Right for such Subsequent Offering.
- (h) The Investor agrees that, if required by Securities Laws, the Investor shall execute and deliver any report, undertaking or other documents with respect to the issue of Common Shares and/or Subject Securities to it contemplated hereunder as may be required by Securities Laws.

3.2 Top-up Right

- (a) Without limiting Section 3.1 but subject to Section 3.4, the Issuer agrees that, subject to the terms of this Section 3.2, provided that the Investor meets the Minimum Threshold and provided that the Follow-On Investments (as defined in the Subscription Agreement) have been completed in full, the Investor shall have the right to subscribe for and to be issued up to such number of Common Shares (the “**Top-up Shares**”) that will allow the Investor to increase the As-Exchanged Ownership of the Investor to 50% (the “**Top-up Threshold**”) after giving effect to the issuance of such Top-up Shares (the “**Top-Up Right**”).
- (b) The Top-up Right may be exercisable in writing by the Investor to the Issuer at any time, and from time to time by delivery of an Exercise Notice. The Top-Up Right may not be exercisable if the As-Exchanged Ownership of the Investor exceeds the Top-up Threshold.
- (c) If the Investor delivers an Exercise Notice in accordance with Section 3.3, subject to compliance with Applicable Laws, the Issuer shall in accordance with the provisions of this Article 3, promptly, and in any event within 30 days of the date on which the relevant Exercise Notice was delivered, complete an offering to the Investor of the number of Top-up Shares that the Investor wishes to subscribe for pursuant to the Top-up Right, as specified in the Exercise Notice, at an offering price per Top-up Share equal to the Market Price calculated as at the date on which the Exercise Notice is delivered.

3.3 Exercise Notice

- (a) If the Investor wishes to exercise the Pre-Emptive Right or the Top-up Right, the Investor shall give written notice to the Issuer (the “**Exercise Notice**”) of its intention to exercise such right and of the number of Common Shares, Subject Securities or Top-up Shares that the Investor wishes to subscribe for and purchase pursuant to the Pre-Emptive Right or the Top-up Right, as applicable. The Investor shall deliver an Exercise Notice to subscribe to the Subsequent Offering within ten Business Days after the date of receipt of an Offering Notice (with such period being reduced to two Business Days in the case of a public offering that is a bought deal provided an Investor Nominee has been appointed to the Board and the Board has been advised of such bought deal offering prior to the bought deal offering being presented to the Board for approval), failing which the Investor will not be entitled to exercise the Pre-Emptive Right in respect of such Subsequent Offering and any rights that the Investor may have had to subscribe for any of the Common Shares or Subject Securities shall be extinguished in respect of such Subsequent Offering.
- (b) Each Exercise Notice shall constitute a binding agreement by the Investor to subscribe for and take up, and by the Issuer to issue and sell to the Investor, the number of Common Shares, Subject Securities or Top-up Shares, as applicable, that the Investor agrees to subscribe for in its Exercise Notice, except as follows:
 - (i) If the Issuer at any time proposes to increase the number of any Common Shares or Subject Securities to be issued in the Subsequent Offering, the Issuer shall, by notice in writing delivered to the Investor (the “**Upsize Notice**”), give the

Investor the option to subscribe for its pro rata share of the additional Common Shares or Subject Securities (the “**Upsize Option**”). The Investor shall be entitled to exercise the Upsize Option by delivering a new Exercise Notice to the Issuer. If no new Exercise Notice is delivered by the Investor to the Issuer within two Business Days of receipt by the Investor of the Upsize Notice, the Exercise Notice of the Investor delivered in respect of the original Subsequent Offering Notice shall continue in full force and effect; and

- (ii) If for any reason the number of Common Shares or Subject Securities to be issued in the Subsequent Offering is reduced or otherwise less than the number of Common Shares or Subject Securities set out in the Offering Notice, the Issuer shall provide written notice to the Investor (the “**Downsize Notice**”) confirming the new number of Common Shares or Subject Securities of the Subsequent Offering and the corresponding *pro rata* reduction of the entitlement of the Investor to participate in the Subsequent Offering (the “**Downsized Entitlement**”). Following delivery of the Downsize Notice, the Exercise Notice and the Downsize Notice, shall together constitute a binding agreement by the Investor to subscribe to and take up, and by the Issuer to issue and sell to the Investor the number of Common Shares or Subject Securities equal to the Downsized Entitlement and the Investor will be entitled to a refund (to be paid to the Investor within two Business Days of completion of the Subsequent Offering) to the extent that it has already remitted funds to the Issuer in payment in connection with such Subsequent Offering.

3.4 Expiry of Pre-Emptive Right and Top-up Right

The Pre-Emptive Right, Top-up Right and the obligations of the Issuer under this Article 3 shall terminate and be of no further force or effect on the first date on which the Investor does not meet the Minimum Threshold. So long as this Agreement remains in effect, in the event the Investor subsequently obtains sufficient Common Shares to satisfy the Minimum Threshold criteria, the Pre-Emptive Right, Top-up Right and the obligations of the Issuer under this Article 3 shall be reinstated.

ARTICLE 4 REGISTRATION RIGHTS

4.1 Meaning of “Investor”

For purposes of this Article 4, “Investor” shall mean the Investor and its permitted assigns of the Registrable Shares pursuant to Section 6.4(b) and any Demand Registration Request or Piggyback Request shall only be accepted by the Issuer if such Demand Registration Request or Piggyback Request has been provided on behalf of holders of at least a majority of the Registrable Shares.

4.2 Demand Registrations

- (a) After the expiry of a 180-day delay from the date hereof, the Investor may request the Issuer to use commercially reasonable efforts to effect a Registration of all or part of its Registrable Shares (such Registration being hereinafter referred to as a “**Demand Registration**”) by filing a prospectus under applicable Canadian Securities Acts and/or a registration statement under the U.S. Securities Act (including, if eligible, a shelf

prospectus under National Instrument 44-102 – *Shelf Distributions* and/or a shelf registration statement under Rule 415 of the U.S. Securities Act). Any such request shall be made by notice in writing (a “**Demand Registration Request**”) to the Issuer. The Issuer shall as soon as practical, and in any event within 45 days, in the case of a long form prospectus to be filed in Canada or a registration statement to be filed on Form S-1 in the United States, and 10 days, in the case of a short form prospectus or a prospectus supplement to be filed in Canada or a registration statement to be filed on Form S-3 in the United States, of receipt of a Demand Registration Request, file a prospectus and/or a registration statement covering all of the Registrable Shares that the Investor requested to be qualified and/or registered and use its commercially reasonable efforts to cause (i) a receipt to be issued by the relevant Canadian Securities Commissions as soon as practicable and/or (ii) such registration statement to become effective as soon as practicable.

- (b) The Issuer shall not be obliged to effect:
- (i) more than an aggregate of one Demand Registration in any one 12-month period (provided, however, that a Registration shall not be deemed "effected" for purposes of this section until such time as the applicable final prospectus has been received by the relevant Canadian Securities Commissions and the applicable registration statement has been declared effective by the SEC);
 - (ii) a Demand Registration in the event the Issuer determines in good faith that either (A) the effect of the filing of a prospectus or registration statement or continuing with the Demand Registration could impede the ability of Issuer to consummate a significant transaction (including a financing, an acquisition, a restructuring or a merger) or proceed with negotiations or discussions in relation thereto, or (B) there exists at the time material non-public information relating to the Issuer or its subsidiaries (1) the disclosure of which the Issuer believes would be materially adverse to the Issuer and its subsidiaries, taken as a whole or (2) where the Issuer has a bona fide business purpose for keeping it confidential; in which case the Issuer's obligations under this Section 4.2 shall be deferred for a period of not more than 90 days from the date of receipt of the Demand Registration Request of the Investor, provided that the Issuer shall not be permitted to defer the filing of a prospectus or a registration statement under this Section 4.2 more than two times in any 12-month period;
 - (iii) a Demand Registration in respect of a number of Registrable Shares that is expected to result in gross proceeds of less than \$3 million; or
 - (iv) a Demand Registration before the 90th day following the date on which (A) a receipt was issued to the Issuer with respect to any final prospectus filed by the Issuer or (B) a registration statement filed by the Issuer became effective.
- (c) The Investor may request the Issuer to use commercially reasonable efforts to file and obtain a receipt for a shelf prospectus or effect a shelf registration statement, which prospectus or registration statement contemplates sales or distributions of Registrable Shares, provided that any such request shall not constitute a Demand Registration, unless accompanied by a Demand Registration Request.

- (d) The lead underwriter or underwriters for any offering in connection with a Demand Registration shall be selected by the Investor and the Issuer, each acting reasonably.
- (e) The Issuer shall be entitled to include for sale in any prospectus or registration statement filed pursuant to a Demand Registration any securities of the Issuer to be sold by the Issuer for its own account unless the underwriters advise the Issuer that the aggregate amount of securities requested to be included in such offering is sufficiently large to have a material adverse effect on the distribution or sales price of the Registrable Shares in such offering in which case the Issuer will include in such Demand Registration, to the extent of the amount that the underwriter believes may be sold without causing such material adverse effect, first the Registrable Shares requested to be included by the Investor and second, securities offered by the Issuer for its own account.

4.3 Demand Registration Request

Any Demand Registration Request delivered by the Investor pursuant to Section 4.2 shall:

- (a) specify the number of Registrable Shares which it intends to offer and sell;
- (b) express the intention of the Investor to offer or cause the offering of such Registrable Shares;
- (c) describe the nature or methods of the proposed offer and sale thereof and whether the Registration is to be effected in Canada and/or the United States;
- (d) contain the undertaking of the Investor and any applicable Affiliate thereof to provide all such information regarding their Common Share holdings and the proposed manner of distribution thereof, as may be required in order to permit the Issuer to comply with all Securities Laws; and
- (e) specify whether such offer and sale shall be made by an underwritten public offering.

4.4 Piggyback Registrations

- (a) If the Issuer proceeds with the preparation and filing of a prospectus in Canada or a registration statement in the United States in connection with a proposed distribution by the Issuer of any of its securities for its own account, or for the account of any other securityholder whether pursuant to the exercise of registration rights by such other securityholder or otherwise, the Issuer shall give written notice thereof to the Investor as soon as practicable (the "**Piggyback Notice**"). In such event, the Investor shall be entitled, by notice (the "**Piggyback Request**") in writing given to the Issuer within five Business Days after the receipt of the Piggyback Notice, to request that the Issuer cause any or all of the Registrable Shares held by the Investor to be included in such prospectus or registration statement (such qualification being hereinafter referred to as a "**Piggyback Registration**"). The Investor shall specify in the Piggyback Request the number of Registrable Shares which the Investor intends to offer and sell and include the undertaking of the Investor and any applicable Affiliate thereof to provide all such information regarding their Common Share holdings and the proposed manner of distribution of the Registrable Shares, as may be required in order to permit the Issuer to comply with all Securities Laws.

- (b) The Issuer shall include in each such Piggyback Registration all such Registrable Shares as directed by the Investor. Notwithstanding the foregoing, the Issuer shall not be required to include all such Registrable Shares in (i) any such distribution by the Issuer for its own account if the Issuer is advised by its lead underwriter or underwriters that the inclusion of all such Registrable Shares and securities of any other securityholder may have a material adverse effect on the timing, distribution or sales price of the securities being offered by the Issuer, in which case, the Issuer shall include in such Piggyback Registration: (A) first, the securities to be included by the Issuer in such Piggyback Registration; and (B) second, the Registrable Shares sought to be included that can be sold without having the adverse effect referred to above, or (ii) any such distribution by any other securityholders, if the other securityholders are advised by their lead underwriter or underwriters that the inclusion of all such Registrable Shares may have a material adverse effect on the timing, distribution or sales price of the securities being offered by such other securityholders, in which case, the Issuer shall include in such Piggyback Registration: (A) first, the securities to be included by the securityholders in such Piggyback Registration; and (B) second, the Registrable Shares sought to be included that can be sold without having the adverse effect referred to above.
- (c) The Issuer may, at any time prior to the issuance of a receipt for a final prospectus or the effectiveness of any registration statement in connection with a Piggyback Registration, at its sole discretion and without the consent of the Investor, withdraw such prospectus and registration statement, as applicable, and abandon the proposed distribution in which the Investor has requested to participate pursuant to the Piggyback Request.

4.5 Registration Expenses

Each of the Issuer and the Investor shall be responsible for all Registration Expenses on any Demand Registration or Piggyback Registration in proportion to their respective amounts of Common Shares sold in any such offering including all fees, discounts and commissions payable to any underwriter, investment bank, manager or agent in connection with the distribution of the Registrable Shares. For the avoidance of doubt, all fees, discounts and commissions payable to any underwriter, investment bank, manager or agent in connection with the distribution of the Registrable Shares shall be paid by the Investor and the Issuer *pro rata* according to the dollar value of Registrable Shares, on the one hand, and other securities, on the other hand, of the total dollar value of the securities that are qualified for distribution. Notwithstanding the foregoing, (i) the Investor shall be responsible for all Registration Expenses incurred in connection with each a Demand Registration which is revoked or abandoned at the request of the Investor and (ii) the Issuer shall be solely responsible for the expenses related to any base shelf prospectus and any other Registration Expenses that it would have incurred even in the absence of a Demand Registration.

4.6 Registration Procedures

The procedures in Schedule 4.6 shall apply to each Demand Registration and Piggyback Registration, as applicable.

4.7 Indemnification

- (a) By the Issuer. The Issuer agrees to indemnify and hold harmless, to the maximum extent permitted by law, each holder of Registrable Shares, such holder's officers and directors,

employees, agents and representatives, and each Person who controls such holder (within the meaning of the Act) (collectively, the “**Investor Indemnified Parties**”) against all losses (other than loss of profit in connection with the distribution of the Registrable Shares), claims, actions, damages, liabilities and expenses (including with respect to actions or proceedings, whether commenced or threatened, and including reasonable attorney fees and expenses) caused by, resulting from, arising out of, based upon or related to any of the following statements, omissions or violations by the Issuer: (i) any untrue or alleged untrue statement of material fact contained in any prospectus, preliminary prospectus, registration statement or any amendment thereof or supplement thereto, in respect of a Demand Registration or Piggyback Registration, or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading; or (ii) any violation or alleged violation by the Issuer of the Securities Laws or any rule or regulation promulgated thereunder applicable to the Issuer and relating to action or inaction required of the Issuer in connection with any such qualification, registration or compliance. In addition, the Issuer will reimburse such Investor Indemnified Party for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such losses. Notwithstanding the foregoing, the Issuer shall not be liable in any such case to the extent that any such losses result from, arise out of, are based upon, or relate to an untrue statement or alleged untrue statement, or omission or alleged omission, made in such prospectus, preliminary prospectus, registration statement or any amendment or supplement thereto, or in any application, in reliance upon, and in conformity with, written information prepared and furnished in writing to the Issuer by such Investor Indemnified Party expressly for use therein or by such Investor Indemnified Party's failure to deliver a copy of the prospectus or registration statement or any amendments or supplements thereto after the Issuer has furnished such Investor Indemnified Party with a sufficient number of copies of the same.

- (b) By the Investor. In connection with any prospectus or registration statement in which the Investor is participating, the Investor shall furnish to the Issuer in writing such information as the Issuer reasonably requests for use in connection with any such prospectus or registration statement. The Investor agrees to indemnify and hold harmless, to the maximum extent permitted by law, the Issuer, its directors and officers, employees, agents and representatives and each Person who controls the Issuer (within the meaning of the Act) (collectively, the “**Issuer Indemnified Parties**”) against all losses (other than loss of profit in connection with the distribution of the Registrable Shares), claims, actions, damages, liabilities and expenses (including with respect to actions or proceedings, whether commenced or threatened, and including reasonable attorney fees and expenses) caused by, resulting from, arising out of, based upon or related to any of the following statements, omissions or violations by the Investor: (i) any untrue or alleged untrue statement of material fact contained in any prospectus, preliminary prospectus, registration statement or any amendment thereof or supplement thereto, or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information furnished in writing by the Investor; or (ii) any violation or alleged violation by the Investor of the Securities Laws or any rule or regulation promulgated thereunder applicable to the Investor and relating to action or inaction required of the Investor in connection with any such qualification, registration or compliance. In addition, the Investor will reimburse such Issuer Indemnified Party for any

legal or any other expenses reasonably incurred by them in connection with investigating or defending any such losses. Notwithstanding the foregoing, the obligation of an Investor to indemnify shall be individual, not joint and several, for each Investor and shall be limited to the net amount of proceeds received by such Investor from the sale of Registrable Shares pursuant to such prospectus and/or registration statement.

- (c) Claim Procedure. Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any Person's right to indemnification hereunder only to the extent such failure has not prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the opinion of outside counsel to any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicted indemnified parties shall have a right to retain one separate counsel, chosen by the holders of a majority of the Registrable Shares included in the registration if such holders are indemnified parties, at the expense of the indemnifying party.
- (d) Non-exclusive Remedy; Survival. The indemnification and contribution provided for under this Agreement shall be in addition to any other rights to indemnification or contribution that any indemnified party may have pursuant to law or contract and shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and shall survive the transfer of Registrable Shares and the termination or expiration of this Agreement.
- (e) Contribution. The Issuer and the Investor also agree to make such provisions, as are reasonably requested by any indemnified party, for contribution to such party in the event the Issuer's or the Investor's, as applicable, indemnification is unavailable for any reason. Such provisions shall provide that the liability amongst the various Persons shall be allocated in such proportion as is appropriate to reflect the relative fault of such Persons in connection with the statements or omissions which resulted in losses (the relative fault being determined by reference to, among other things, which Person supplied the information giving rise to the untrue statement or omission and each Person's relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission) and, only if such allocation is not respected at law, would other equitable considerations, such as the relative benefit received by each Person from the sale of the securities, be taken into consideration. Notwithstanding the foregoing, (i) no Investor shall be required to contribute any amount in excess of the proceeds received by such Investor in the transaction at issue and (ii) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the U.S. Securities Act) shall be

entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

- (f) Release. No indemnifying party shall, except with the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.8 Expiry of Registration Rights

The Demand Registration rights and Piggyback Registration rights granted to the Investor pursuant to this Article 4 shall terminate and be of no further force or effect on the first date on which the Investor does not meet the Minimum Threshold. So long as this Agreement remains in effect, in the event the Investor subsequently obtains sufficient Common Shares to satisfy the Minimum Threshold criteria, the Demand Registration rights and Piggyback Registration rights granted to the Investor and the obligations of the Issuer under this Article 4 shall be reinstated.

4.9 Grant of Registration Rights to Others

The Issuer covenants and agrees that, so long as the Demand Registration rights and Piggyback Registration rights granted to the Investor pursuant to this Article 4 are in effect and/or have not expired, the Issuer will not grant to any Person rights of registration that are on terms and conditions, taken as a whole, more favourable than the Demand Registration rights and Piggyback Registration rights granted to the Investor pursuant to this Article 4, taken as a whole, unless the Issuer offers such rights of registration to the Investor.

4.10 Lock-up Agreement

In respect of any offering of securities by the Issuer or the Investor under this Article 4, upon request by the underwriters or dealers (as the case may be) in connection therewith, the Investor and the Issuer each agree to execute customary lock-up agreements, in each case for a period ending no later than 90 days or such shorter term as the underwriters may reasonably request, after the closing of such offering, on terms required by the underwriters and consistent with those in public offering underwriting agreements customarily entered into by the Issuer.

ARTICLE 5 COVENANTS OF THE PARTIES

5.1 Non-Solicitation

- (a) Until the termination of this Agreement, the Issuer shall not and shall not permit any of their Affiliates, officers, directors or agents to, directly or indirectly, whether alone or in concert with others, without the prior written consent of the Investor:
 - (i) solicit, assist, initiate, encourage or otherwise facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Issuer or any Subsidiary or entering into any form of agreement, arrangement or understanding), any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal; or

- (ii) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Investor) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal.

5.2 Notification of Acquisition Proposals

If the Issuer, receives, or otherwise becomes aware of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information that is made, or that may reasonably be perceived to be made, in connection with an Acquisition Proposal, including but not limited to information, access, or disclosure relating to the properties, facilities, books or records of the Issuer or its subsidiaries, the Issuer shall promptly notify the Investor, at first orally, and then promptly and in any event within 48 hours in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its material terms and conditions and the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request, and shall provide the Investor with copies of all documents, correspondence or other material received in respect of, from or on behalf of any such Person. The Issuer shall keep the Investor informed on a current basis of the status of developments and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request.

5.3 Right to Match

- (a) If the Issuer receives an Acquisition Proposal, the Board may authorize the Issuer to approve, recommend, or enter into a definitive agreement with respect to such Acquisition Proposal, if and only if:
 - (i) the Issuer has provided the Investor a copy of the proposed definitive agreement for the Acquisition Proposal;
 - (ii) at least 5 days (the “**Matching Period**”) have elapsed from the date on which the Investor received a copy of the proposed definitive agreement for the Acquisition Proposal from the Issuer;
 - (iii) during any Matching Period, the Investor has had the opportunity (but not the obligation), to offer to the Issuer to acquire the equity securities or assets of the Issuer on terms as favourable or more favourable as the terms of the Acquisition Proposal (the “**Matching Offer**”);
 - (iv) if the Investor has offered to the Issuer a Matching Offer, the Board has determined in good faith, after consultation with the Issuer’s outside legal counsel and financial advisers, that such Acquisition Proposal continues to constitute a more favourable proposal than the Matching Offer; and
 - (v) the Board has determined in good faith, after consultation with the Issuer’s outside legal counsel that it is appropriate for the Board to enter into a definitive agreement with respect to such Acquisition Proposal.
- (b) Each successive amendment or modification to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be

received by the shareholders of the Issuer or other material terms or conditions thereof in respect of the Issuer shall constitute a new Acquisition Proposal for the purposes of this Section 5.3 and the Investor shall be afforded a new Matching Period from the date on which the Investor received a copy of the proposed definitive agreement for the new Acquisition Proposal from the Issuer.

5.4 Additional Affirmative Covenants

- (a) The Issuer hereby covenants and agrees that so long as this Agreement remains in effect, the Issuer shall:
- (i) develop, implement and maintain internal processes pursuant to which the chief operating officer and chief financial officer will oversee all disbursements by the Issuer, including, its officers, directors, employees, consultants and contractors, such processes to be approved by Investor, in its sole discretion.
 - (ii) as soon as practicable after the date hereof, establish and open a bank account in Miami, Florida and provide the Officer Nominees with joint signing authority over such accounts.
 - (iii) prior April 30, 2022, convene a shareholder meeting of the Issuer (which, for certainty, may be the 2022 Meeting) in accordance with that Issuer's constating documents, and not adjourn, postpone or cancel such meeting without the prior written consent of the Investor, which meeting shall include a special resolution approving a share capital reorganization of the Issuer to ensure that the Issuer remains a "foreign private issuer" within the meaning of Rule 405 of Regulation C under the U.S. Securities Act, such reorganization being on terms acceptable to the Investor (the "**Reorganization**"). The Issuer further agrees to use commercially reasonable efforts to obtain approval from the shareholders of the Issuer in connection with the Reorganization.
 - (iv) preserve and maintain its corporate existence, rights and privileges in its jurisdictions, and qualify and remain qualified as a foreign corporation in good standing in each jurisdiction in which such qualification is required.
 - (v) comply in all material respects with all Applicable Laws, non-compliance with which could materially adversely affect the business or condition of the Issuer, financial or otherwise, on a consolidated basis, except non-compliance being contested in good faith through appropriate proceedings so long as the Issuer has set up and funded sufficient reserves, if any, required under International Financial Reporting Standards with respect to such items.
 - (vi) maintain its status as a "reporting issuer" (or the equivalent thereof) under Canadian Securities Law and not in default of any requirements of such Canadian Securities Laws.
 - (vii) meaningfully consider in good faith any and all recommendations provided by the Investor, including its agents, officers, directors, employees and consultants.

- (viii) maintain the listing of the Common Shares and, if and when listed, any other securities of the Issuer, on the CSE or other recognized Canadian or United States stock exchange.
- (ix) forthwith inform the Investor upon a suspension from trading or imposition of a health of the Common Shares from the CSE.

5.5 **Additional Negative Covenants**

- (a) The Issuer hereby covenants and agrees that so long as this Agreement remains in effect, the Issuer shall not, without the prior written consent of the Investors, such consent may be withheld in its sole discretion, except with respect to Section 5.5(a)(iii) where such consent may not be unreasonably withheld:
 - (i) sell, assign, transfer or dispose of any of its assets other than in the ordinary course of business or assets that are obsolete, outdated, worn out, broken damaged or of no use to the business of the Issuer.
 - (ii) and shall not permit any of its officers, directors, agents, employees or representatives to, solicit, seek, offer, proposed or enter into Acquisition Proposals.
 - (iii) and shall not permit any of its subsidiaries to, incur, create or assume any Indebtedness secured by any Lien.
 - (iv) increase or decrease the number of authorized shares of the Issuer or otherwise alter the share capital of the Issuer, except for in connection to an Exempt Issuance.
 - (v) issue any Common Shares or any Convertible Securities except for Exempt Issuances.
 - (vi) engage in any transaction with any non-arm's length party that is inconsistent with the Budget.
 - (vii) except in connection with the Reorganization, reorganize, arrange, restructure, amalgamate or merge the Issuer or any of its subsidiaries.
 - (viii) authorize the dissolution or winding up of the Issuer or file a petition for bankruptcy.
 - (ix) amend the articles of incorporation of the Issuer or any of its subsidiaries.
 - (x) enter into any transaction or make any out of ordinary course payment to any party that is not arm's length (as defined in the *Income Tax Act* (Canada)) with the Issuer.
 - (xi) enter into, or amend any existing, employment agreements or independent agreements, including making any amendments to increase compensation payable under any existing employment agreements or independent agreements.

- (xii) pay any bonus or special payment to employees, officers or consultants of the Issuer, except in connection with an Exempt Issuance.

5.6 Additional Financings

The Investor and the Issuer acknowledge that their intent is to discuss any financing requirements of the Issuer from time to time before seeking other financing offers or opportunities from third parties. The Issuer shall, at least ten Business Days prior to executing any binding letter of intent, term sheet, commitment letter or other document or agreement, or engaging in any exclusive negotiation with any Person, in connection with any equity, quasi-equity or debt financing of the Issuer or any of its subsidiaries (each an “**Additional Financing**”), provide the Investor with written notice of its intention to complete an Additional Financing (a “**Consultation Notice**”), and which Consultation Notice shall include the anticipated size and pricing of the Additional Financing (which, in each case, may be expressed as a range or with reference to the Market Price). During the ten Business Days following the delivery of a Consultation Notice to the Investor (the “**Consultation Period**”), the Issuer shall consult with the Investor diligently and in good faith and such consultation shall include good faith discussions with respect to the financing requirements of the Issuer and its subsidiaries at such time, the availability of alternative financing sources and the opportunity for the Investor to, during the Consultation Period, offer to provide all or part of such Additional Financing or any alternative financing. Following the Consultation Period, the Issuer shall keep the Investor informed in a timely manner of all developments in connection with such Additional Financing including providing weekly updates on the progress of an Additional Financing and continuously consulting with the Investor in connection to the Additional Financing.

ARTICLE 6 **MISCELLANEOUS**

6.1 Notices

- (a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in Person, transmitted by e-mail or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

- (i) in the case of the Investor:

20533 Biscayne Blvd. Suite 4-616
Aventura, FL 33180-501

Attention: David Nikzad

E-mail: [REDACTED]

Attention: Jason A. Hobson

E-mail: [REDACTED]

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

Dentons Canada LLP
77 King Street West, Suite 400
Toronto, Ontario
M5K 0A1

Attention: Andreas Kloppenborg
email: [REDACTED]

(ii) in the case of the Issuer:

5729 Main Street, Suite 148
Springfield, OR 97478

Attention: Mike Arnold
E-mail: [REDACTED]

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

CP LLP
77 King Street West, TD North Tower
Suite 700, P.O. Box 118
Toronto ON
M5K 1G8

Attention: Ryan Hunter
E-mail: [REDACTED]

- (b) Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. (Toronto time) at the place of receipt, then on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid.
- (c) Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this Section 6.1.

6.2 Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.3 Termination

This Agreement may be terminated:

- (a) at any time if mutually agreed to in writing by the Issuer and the Investor; and
- (b) by the Issuer in the event the Investor does not meet the Minimum Threshold for a period in excess of thirty days.

Notwithstanding the foregoing, the provisions of Sections 1.5, 1.6 and 4.7 and Article 6 shall survive any termination of this Agreement.

6.4 Assignment

- (a) No party may assign any of its rights or benefits under this Agreement, or delegate any of its duties or obligations, except with the prior written consent of the other party. Notwithstanding the foregoing, the Investor may assign and transfer all of its rights, benefits, duties and obligations under this Agreement in their entirety, without the consent of the Issuer, to an Affiliate of the Investor (each, an “**Assignee**”), provided that where any rights of the Investor under this Agreement have been assigned, such rights shall only be exercised on behalf of all Assignees and the Investor as provided for herein. For greater certainty, no assignment by the Investor or any Assignee of its rights hereunder shall relieve such Assignee of its obligations hereunder.
- (b) The rights of the Investor pursuant to Article 4 may be transferred or assigned by the Investor to one or more transferees or assignees of Registrable Shares, provided however that (i) the Issuer is provided written notice prior to any said transfer or assignment, stating the name and address of each transferee or assignee and identifying the Registrable Shares with respect to which such registration rights are being transferred or assigned and (ii) each such transferee or assignee assumes in writing responsibility for its portion of the obligations of the Investor under Article 4.

6.5 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the parties and their respective successors or heirs, executors, administrators and other legal personal representatives, and permitted assigns.

6.6 Further Assurances

Each of the parties hereto shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement and the intent of the parties.

6.7 Other Registration Rights; Engagement Letters

- (a) The Issuer represents and warrants that no Person, other than holders of Registrable Shares, has any rights to require the Issuer to register any securities of the Issuer for sale or to include such securities of the Issuer in any Registration filed by the Issuer for the sale of securities for its own account or for the account of any other Person.
- (b) The Issuer represents and warrants that it has not entered into any engagement letter or arrangement providing any underwriter with the right to participate in offering of equity securities of the Issuer, including the Registrations contemplated by this Agreement.

6.8 Right to Injunctive Relief

Each of the parties hereby acknowledges and agrees that in the event of a breach or threatened breach of any of its covenants hereunder, the harm suffered would not be compensable by monetary damages alone and, accordingly, in addition to other available legal or equitable remedies available to such party, the Investor (in respect of any breach of this Agreement by the Issuer) and the Issuer (in respect of any breach of this Agreement by the Investor) shall be entitled to apply for an injunction or specific performance with respect to such breach or threatened breach, without proof of actual damages (and without the requirement of posting a bond, undertaking or other security in connection with such action), and each of the parties hereby agrees not to plead sufficiency of damages as a defence in such circumstances.

6.9 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts, with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF this Agreement has been executed by the parties.

ORTHOGONAL THINKER, INC.

by _____
Name:
Title:

SILO WELLNESS INC.

by _____
Name:
Title:

by _____
Name:
Title:

SCHEDULE 4.6

REGISTRATION PROCEDURES

1. Procedures

Upon receipt of a Demand Registration Request or a Piggyback Request from the Investor pursuant to Article 4, the Issuer shall:

- (a) promptly prepare and file a preliminary prospectus, prospectus supplement or registration statement, as applicable, under and in compliance with the Securities Laws in each jurisdiction in which the Registration is to be effected and such other related documents as may be necessary to be filed in connection with such preliminary prospectus, prospectus supplement or registration statement and shall, (i) with respect to a Registration in Canada, promptly prepare and file a prospectus and use its commercially reasonable efforts to cause a receipt to be issued for such prospectus as soon as practicable and shall take all other steps and proceedings that may be required in order to qualify the securities being sold pursuant to such Registration, and/or (ii) with respect to a Registration in the United States, use its commercially reasonable efforts to promptly cause such registration statement to be declared or become effective in order to register the offer and sale of the securities being offered pursuant such Registration (provided that, before filing all such documents referred to in this Section, the Issuer shall furnish to the counsel to the Investor copies thereof, which documents shall be subject to the review and comment of such counsel);
- (b) promptly prepare and file such amendments and supplements to such preliminary prospectus and prospectus or registration statement, as applicable, as may be necessary to comply with the provisions of applicable Securities Laws with respect to the distribution of the Registrable Shares, and to take such steps as are reasonably necessary to maintain the qualification of such prospectus or the effectiveness of such registration statement until the time at which the distribution of the Registrable Shares sought to be sold is completed;
- (c) use its commercially reasonable efforts to register or qualify such Registrable Shares under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests (provided that the Issuer shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph, (ii) subject itself to taxation in any such jurisdiction, (iii) consent to general service of process in any such jurisdiction or (iv) register or qualify any Registrable Shares in any jurisdiction outside of Canada and the United States);
- (d) cause to be furnished to the Investor and underwriters of any offering such number of copies of such preliminary prospectus, prospectus, registration statement and any amendments and supplements thereto and such other customary opinions, certificates, comfort letters and closing documents as the underwriters or the Investor may reasonably request;
- (e) immediately notify the Investor and underwriters of the occurrence of any event as a result of which the preliminary prospectus, prospectus supplement, prospectus or

registration statement, as then in effect, might include an untrue statement of material fact or might omit any fact that is required to be stated or that is necessary to make any statement therein not misleading in light of the circumstances in which it was made (other than facts or statements provided by the Investor or underwriters);

- (f) promptly notify the Investor (i) of receipt of any comment letters received from the SEC or any Canadian Securities Commissions with respect to a registration statement, prospectus or any documents incorporated therein and (ii) any other request by the SEC, any Canadian Securities Commissions or any state securities authority for amendments or supplements to a registration statement or prospectus or for additional information with respect to the registration statement and prospectus;
- (g) comply with Securities Laws and the rules, regulations and policies of the CSE and of any other stock exchange or over the counter market on which the Common Shares are then listed and/or traded;
- (h) use its commercially reasonable efforts to provide such information as is required for any filings required to be made with the Financial Industry Regulatory Authority; and
- (i) in respect of any Demand Registration, enter into an underwriting agreement with the underwriters for the offering containing such representations and warranties by the Issuer and such other terms and provisions as are customarily contained in underwriting agreements with respect to secondary distributions.

2. Due Diligence

In connection with the preparation and filing of any preliminary prospectus, prospectus supplement, prospectus or registration statement as herein contemplated, the Issuer shall give the Investor, the underwriters, and their respective counsel and other representatives, the opportunity to participate in the preparation of such documents and each amendment thereof or supplement thereto. The Issuer shall give the Investor and the underwriters such reasonable and customary access to the books and records of the Issuer and its subsidiaries and such reasonable and customary opportunities to discuss the business of the Issuer with its officers and auditor as shall be necessary in the reasonable opinion of the Investor, such underwriters and their respective counsel without undue disruption to the business of the Issuer. The Issuer shall cooperate with the Investor and the underwriters in the conduct of all reasonable and customary due diligence which the Investor, such underwriters and their respective counsel may require.

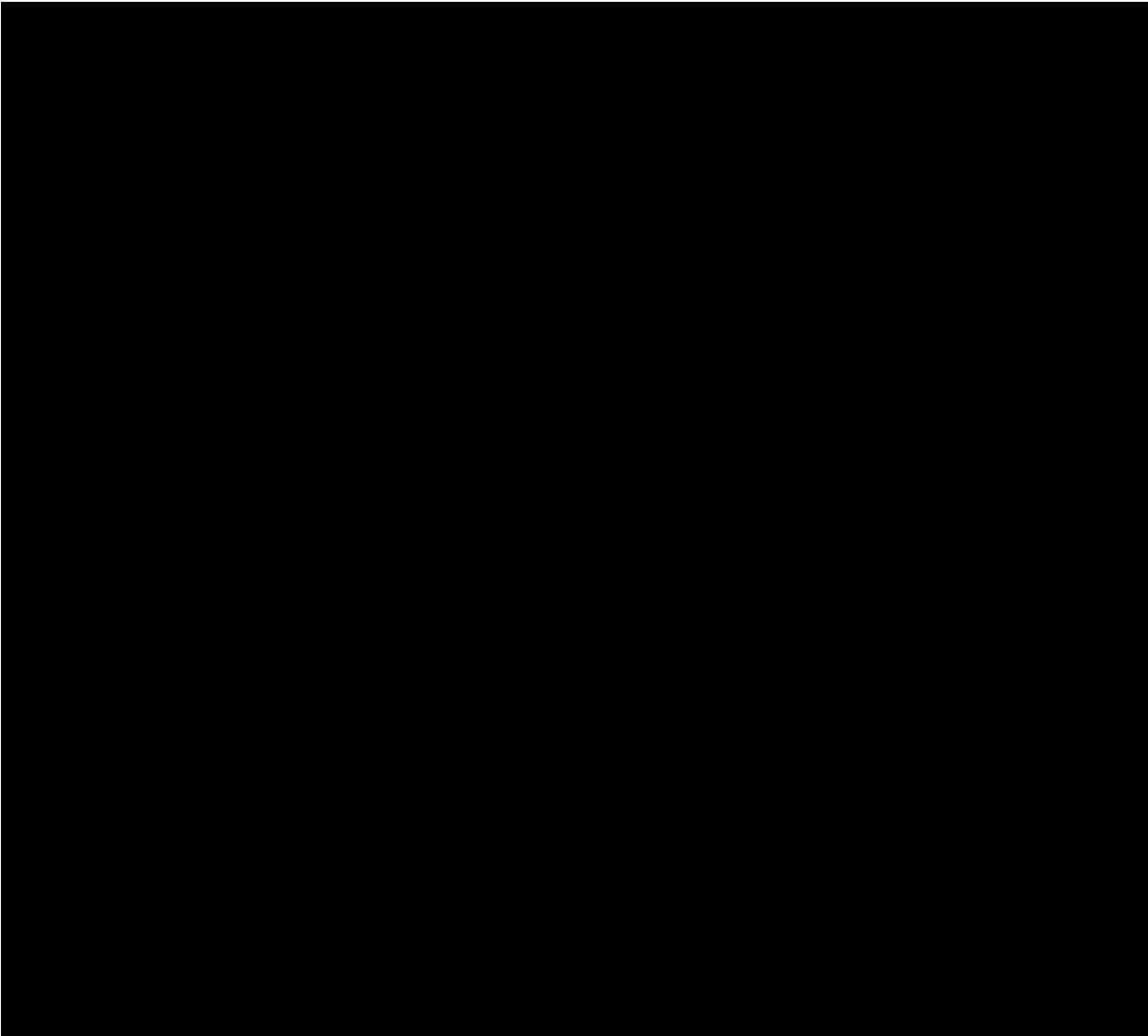
3. Indemnification

In connection with any Demand Registration or Piggyback Registration, the Issuer and the Investor shall negotiate, in good faith, indemnification and contribution terms as are customarily contained in underwriting agreements relating to public offerings of securities by a selling shareholder, it being understood that as amongst the Issuer and the Investor, such indemnification and contribution terms shall be as provided for in Section 4.7.

SCHEDULE "F"

BUDGET

(see attached)



SCHEDULE "G"

VOTING SUPPORT AND LOCK-UP AGREEMENT

(see attached)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT made the ____ day of February, 2022.

BETWEEN:



(hereinafter referred to as the “**Shareholder**”),

- and -

ORTHOGONAL THINKER, INC,
(hereinafter referred to as the “**Investor**”),

WHEREAS the Shareholder is the legal and beneficial owner of common shares (the “**Shares**”) in the capital of Silo Wellness Inc. (the “**Corporation**”), as more particularly described on Schedule A hereto;

AND WHEREAS the Investor is concurrently herewith entering into a subscription agreement (as the same may be amended or amended and restated from time to time, the “**Subscription Agreement**”) with the Corporation providing for the purchase by the Investor of Shares and the issuance to the Investor of warrants to acquire Shares;

AND WHEREAS in connection with the Subscription Agreement, the Investor is concurrently herewith entering into an investor rights agreement (as the same may be amended or amended and restated from time to time, the “**Investor Rights Agreement**”) with the Corporation, pursuant to which the Corporation has agreed to call a shareholder meeting (the “**Meeting**”) on or before April 30, 2022 to: (i) increase the size of the board of directors of the Corporation (the “**Board**”) to seven directors and to provide the Investor with four nominees for election to the Board; and (ii) approve a share capital reorganization of the Corporation to ensure that the Corporation remains a “foreign private issuer” within the meaning of Rule 405 of Regulation C under the U.S. Securities Act, such reorganization being on terms acceptable to the Investor (collectively, the “**Meeting Matters**”).

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to (i) vote or cause to be voted all Shares beneficially owned, or over which control or direction is exercised, by the Shareholder at any time from the date hereof to and including, if applicable, the record date for the Meeting in favour of the Meeting Matters and any other matter that could reasonably be expected to facilitate the Meeting Matters, and (ii) abide by the restrictions and covenants set forth herein;

AND WHEREAS the Investor is relying on the covenants, representations and warranties of the Shareholder set forth in this Agreement in connection with its execution and delivery of the Subscription Agreement;

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

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meaning ascribed to them in the Subscription Agreement.

1.2 Any time period within which any action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends. Whenever any action is required to be taken or period of time is to expire on a day other than a Business Day, such action shall be taken or period shall expire on the next following Business Day.

ARTICLE 2
CERTAIN COVENANTS OF THE SHAREHOLDER

2.1 The Shareholder hereby covenants and irrevocably agrees that it shall, from the date hereof until the termination of this Agreement pursuant to Article 6, except in accordance with the terms of this Agreement:

- (a) not option, offer, sell, assign, transfer, exchange, dispose of, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Shares, or any right or interest therein (legal or equitable), to any person or group or agree to do any of the foregoing;
- (b) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, or enter into any voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders of the Corporation or give consents or approval of any kind with respect to any of the Subject Shares or give consents or approval of any kind with respect to any of the Subject Shares or relinquish or modify the Shareholder's right to exercise control or direction over or to vote any Subject Shares or agree to do any of the foregoing;
- (c) exercise the voting rights attaching to the Subject Shares to oppose any proposed action by the Corporation, its shareholders, and of the Corporation's Subsidiaries or any other person which action could reasonably be expected to prevent or delay the successful approval of the Meeting Matters;
- (d) promptly notify the Investor of any new Shares acquired by the Shareholder after the execution of this Agreement, and the Shareholder acknowledges that any such new Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement;
- (e) not join in any requisition of any meeting of shareholders of the Corporation without the prior written consent of the Investor;
- (f) 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 approval of the Meeting Matters and the other transactions contemplated by the Subscription Agreement and this Agreement;

- (g) not vote or cause to be voted any of the Subject Shares in respect of any proposed action by the Corporation or its shareholders or Affiliates or any other person or group in a manner which might reasonably be regarded as likely to prevent or delay the approval of the Meeting Materials or the other transactions contemplated by the Subscription Agreement and this Agreement; and
- (h) not do indirectly that which it may not do directly by the terms of this Article 2.

ARTICLE 3 **AGREEMENT TO VOTE**

3.1 The Shareholder hereby irrevocably and unconditionally covenants and agrees that from the date hereof until the earlier of (i) the Closing Date, and (ii) the termination of this Agreement:

- (a) to vote or to cause to be voted the Subject Shares (i) at the Meeting (or any adjournment or postponement thereof) or (ii) by way of signed written consent, in favour of the Meeting Matters and/or any other matter that could reasonably be expected to facilitate the Meeting Matters;
- (b) no later than 10 Business Days prior to the date of the Meeting, to deliver or cause to be delivered to the Corporation, with a copy to the Investor concurrently, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Meeting Matters and/or any matter that could reasonably be expected to facilitate the Meeting Matters; and
- (c) to name in such proxy or proxies those individuals as may be designated by the Corporation in the Circular and not revoke such proxy or proxies without the written consent of the Investor.

ARTICLE 4 **REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDER**

4.1 The Shareholder represents, warrants and, where applicable, covenants to the Investor as follows and acknowledges that the Investor is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement and the Subscription Agreement:

- (a) the Shareholder is the sole legal and beneficial owner of the number of Subject Shares listed opposite the Shareholder's name on Schedule A to this Agreement;
- (b) the Shareholder has the sole right to vote all the Subject Shares;
- (c) no individual or entity has any agreement or option, or any right or privilege (whether by Applicable Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the

Subject Shares or any interest therein or right thereto, including without limitation any right to vote, except the Investor pursuant to this Agreement;

- (d) none of the execution and delivery by the Shareholder of this Agreement or the completion or performance of the transactions contemplated hereby or the compliance by the Shareholder with the Shareholder's obligations hereunder will result in a breach of or constitute a default (with or without notice of lapse of time or both) under any provision of (i) any agreement or instrument to which the Shareholder is a party or by which the Shareholder or any of the Shareholder's property or assets is bound; (ii) any judgment, decree, order or award of any Governmental Body; or (iii) any Applicable Law, statute, ordinance, regulation or rule relevant in the context of this Agreement;
- (e) (i) the only Shares owned, directly or indirectly, or over which control or direction is exercised, by the Shareholder are those listed on Schedule A to this Agreement opposite the Shareholder's name and (ii) other than as listed on Schedule A to this Agreement, the Shareholder has no agreement or option, or right or privilege (whether by Applicable Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Shareholder or transfer to the Shareholder of additional Shares; and
- (f) there is no claim, action, lawsuit, arbitration, mediation or other legal proceedings in progress or pending or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its Affiliates that would adversely affect in any manner (i) the ability of the Shareholder to enter into this Agreement and to perform its obligations hereunder or (ii) the title of the Shareholder to any of the Subject Shares.

The representations and warranties of the Shareholder set forth in this Article 4 shall survive the Meeting and, despite such completion, shall continue in full force and effect for the benefit of the Investor for a period of one (1) year from the date of this Agreement.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

5.1 The Investor represents, warrants and, where applicable, covenants to the Shareholder as follows and acknowledges that the Shareholder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

- (a) none of the execution and delivery by the Investor of this Agreement or the Subscription Agreement or completion or performance of the transactions contemplated hereby or thereby or the compliance by the Investor with the Investor's obligations hereunder or thereunder will result in a breach of or constitute a default (with or without notice of lapse of time or both) under any provision of (i) the constating documents of the Investor; (ii) any agreement or instrument to which the Investor is a party or by which the Investor or any of the Investor's property or assets is bound; (iii) any judgment, decree, order or award of any Governmental Body; or (iv) any Applicable Law, statute, ordinance, regulation or rule relevant in the context of this Agreement; and

- (b) there is no claim, action, lawsuit, arbitration, mediation or other legal proceedings in progress or pending or, to the knowledge of the Investor, threatened against the Investor or any of its Affiliates that would adversely affect in any manner the ability of the Investor to enter into this Agreement and the Subscription Agreement and to perform its obligations hereunder and thereunder.

The representations and warranties of the Investor set forth in this Article 5 shall survive the Meeting and, despite such completion, shall continue in full force and effect for the benefit of the Shareholder for a period of one (1) year from the date of this Agreement.

ARTICLE 6 **TERMINATION**

6.1 This Agreement may be terminated:

- (a) at any time by written agreement of the Investor and the Shareholder; or
- (b) on the fifth day following the conclusion of the Meeting.

6.2 This Agreement shall automatically be terminated upon the termination of the Subscription Agreement in accordance with its terms.

ARTICLE 7 **DISCLOSURE**

7.1 The Shareholder irrevocably and unconditionally (i) consents to the details of this Agreement being set out in any management information circular prepared by the Corporation in connection with the Meeting (the “**Circular**”) and this Agreement being made publicly available, including by filing on SEDAR, as may be required pursuant to applicable Securities Laws, and (ii) consents to and authorizes the publication and disclosure by the Investor and the Corporation of its identity and holding of Subject Shares, the nature of its commitments and obligations under this Agreement and any other information, in each case that the Investor or the Corporation, as the case may be, reasonably determine is required to be disclosed by Applicable Law in any press release, the Circular or any other disclosure document in connection with the Meeting Matters and any transactions contemplated by the Subscription Agreement. Except as contemplated by the immediately preceding sentence and as otherwise required by Applicable Law or by any Governmental Body or in accordance with the requirements of any stock exchange, no party shall make any public announcement or statement with respect to this Agreement without the approval of the other, which shall not be unreasonably withheld or delayed. A copy of this Agreement may be provided to the directors of the Corporation.

ARTICLE 8 **GENERAL**

8.1 The Investor acknowledges that the Shareholder is bound hereunder solely in its capacity as a security holder of the Corporation and, if the Shareholder is a director or officer of the Corporation, that the provisions hereof shall not be deemed or interpreted to bind the Shareholder in his or her capacity as a director or officer of the Corporation. Nothing in this Agreement shall: (a) limit or affect any actions or omissions taken by the Shareholder in his or

her capacity as a director or officer of the Corporation, including in exercising rights under the Subscription Agreement and no such actions or omissions shall be deemed a breach of this Agreement or (b) be construed to prohibit, limit or restrict the Shareholder from fulfilling his or her fiduciary duties as a director or officer of the Corporation.

8.2 This Agreement shall become effective upon execution and delivery hereof by the Shareholder.

8.3 Each of the parties hereto shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered, all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.

8.4 This Agreement shall not be assignable by any party without the prior written consent of the other parties, provided that the Investor may assign this Agreement without consent to any of its Affiliates. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

8.5 Time shall be of the essence of this Agreement.

8.6 Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person or sent by email or similar means of recorded electronic communication. Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. at the place of receipt, then on the next following Business Day).

8.7 This Agreement shall be governed in all respects, including validity, interpretation and effect, by the Applicable Laws of the Province of Ontario and the federal Applicable Laws of Canada applicable therein, without giving effect to any principles of conflict of laws thereof which would result in the application of the Applicable Laws of any other jurisdiction, and all actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in the courts of the Province of Ontario.

8.8 Each of the parties hereto agrees with the others that: (i) money damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (ii) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (iii) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. The prevailing party shall be reimbursed for all costs and expenses, including reasonable legal fees, incurred in enforcing the other party's obligations hereunder. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

8.9 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other conditions and

provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not irremediably affected in any manner materially adverse to any party hereto. 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 hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled according to their original tenor to the extent possible.

8.10 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements, understandings, undertakings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein.

8.11 No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

8.12 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce more than one counterpart.

[Remainder of the page intentionally left blank]

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

■

by _____

Name:

Title:

ORTHOGONAL THINKER, INC.

by _____

Name:

Title:

**SCHEDULE A
OWNERSHIP OF SHARES OF SILO WELLNESS INC.**

Name	Class of security beneficially owned	Number of securities beneficially owned	Registered holder if different from beneficial owner	Total number of Shares owned or controlled