

EXCHANGE AGREEMENT
(InnoCan Pharma Ltd. Warrants)

Made as of April 15, 2019

This agreement is made among InnoCan Pharma Ltd. ("**InnoCan**"), InnoCan Pharma Corporation ("**PubCo**") and SOLSKEN Limited (the "**Warrantholder**").

The Warrantholder is the sole beneficial owner of and exercises control and direction over 19,023 ordinary share purchase warrants of InnoCan (the "**InnoCan Warrants**") represented by a warrant certificate issued by InnoCan dated April 15, 2019.

Notwithstanding anything to the contrary in this Agreement and Schedule "A," subject to the terms and conditions of: a Share Purchase Agreement between InnoCan and Warrantholder, the Framework Agreement between PubCo and Warrantholder, Share Exchange Agreement between the Parties and other agreements between the parties all of which are dated April 15, 2019, and full compliance and performance therewith by PubCo and InnoCan respectively, the undersigned hereby irrevocably agrees to exchange the InnoCan Warrants for warrants of PubCo (the "**PubCo Warrants**") on the basis of 735 PubCo Warrant for each one (1) InnoCan Warrants (amounting to 13,981,916 PubCo Shares), each such PubCo Warrant entitling the holder thereof to acquire one (1) common share of PubCo ("**PubCo Share**") at an exercise price of US\$0.1252 per share (for a maximum consideration of US\$1,750,000).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this document, which includes all pages attached hereto, sets forth the agreement between the Warrantholder, InnoCan and PubCo relating to the Warrantholder exchanging all of its Warrants for cancellation in accordance with the terms hereof. The Terms and Conditions contained in Schedule "A" are incorporated into and form a part of this agreement.

ACKNOWLEDGED AND AGREED TO:

SOLSKEN LIMITED

[Redacted Signature]

Authorized Signatory

Signature REDACTED

INNOCAN PHARMA LTD.

[Redacted Signature]

Authorized Signatory

Signature REDACTED

INNOCAN PHARMA CORPORATION

[Redacted Signature]

Signature REDACTED

SCHEDULE "A"
TERMS AND CONDITIONS

1. Exchange of Warrants

1.1 Subject to the terms hereof, by executing this Agreement, the Undersigned hereby confirms with InnoCan Israel and PubCo that, upon the completion of the initial public offering of PubCo and listing of the PubCo Shares on the Canadian Securities Exchange, the Undersigned agrees that its existing InnoCan Warrants shall be immediately cancelled and exchanged, for comparable PubCo Warrants, with no further action required on the part of the Undersigned and PubCo shall issue in favour of the Undersigned, one (1) InnoCan Warrants for each 735 PubCo Warrant to acquire the PubCo Shares with each such PubCo Warrant entitling the holder thereof to acquire one (1) PubCo Share (amounting to 13,981,916 PubCo Shares) at a price of US\$0.1252 per share (for a maximum consideration of US\$1,750,000) pursuant to and in accordance with the terms and conditions of the form of warrant certificate appended hereto as Exhibit "A".

2. Representations, Warranties and Covenants of the Warrantholder

2.1 The Undersigned represents and warrants to PubCo and InnoCan, and acknowledges that PubCo and InnoCan are relying upon such representations and warranties in entering into this Agreement that:

- (a) the Undersigned is the beneficial owner of the InnoCan Warrants set forth in paragraph 2 hereof, and has good and sufficient power, authority and right to enter into this Agreement and to complete the transactions contemplated hereby; and
- (b) assuming the due execution and delivery of this Agreement by InnoCan and PubCo, upon the execution and delivery hereof by the Undersigned, this Agreement shall be a legal, valid and binding obligation of the Undersigned enforceable by InnoCan and PubCo against the Undersigned in accordance with its terms, and the consummation by the Undersigned of the transactions contemplated hereby will not constitute a violation of or default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Undersigned is a party or by which the Undersigned is bound.

3. Amendment

3.1 Except as expressly set forth herein, this Agreement constitutes the whole of the agreement between the parties and may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

4. Assignment

4.1 Except as expressly set forth herein, no party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

5. Enurement

5.1 This Agreement will be binding upon and enure to the benefit of InnoCan, PubCo, the Warrantholder and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

6. Termination

6.1 This Agreement shall be terminated and be of no force and effect if the initial public offering of PubCo and listing on the Canadian Securities Exchange is not completed prior to August 31, 2019.

7. Applicable Law

7.1 This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

8. Counterparts

8.1 This Agreement may be signed in counterparts which together shall be deemed to constitute one valid and binding agreement and delivery of such counterparts may be effected by means of electronic delivery.

EXHIBIT "A"

See Attached

_____, 2019 (the "**Effective Date**")

WARRANT CERTIFICATE

InnoCan Pharma Corporation (the "**Company**") hereby grants to SOLSKEN Limited (the "**Holder**"), the right to purchase from the Company up to the number of common shares of the Company (the "**Shares**") specified below at a price US\$0.1252 per share, subject to the terms and conditions set forth below (the "**Warrants**").

1. **Number of Shares Available for Purchase Under this Warrant**

Subject to the terms and conditions of this Warrant Certificate, the Holder is entitled to purchase from the Company a total of 13,981,916 Shares (the "**Warrant Shares**"), which shall have the identical term, rights and privileges as the Company's then existing Shares.

2. **Exercise Price**

The exercise price for each Warrant Share purchasable hereunder will be US\$0.1252 (the "**Exercise Price**").

3. **Term; Expiration**

- a. The Warrants shall be fully vested as of the date of this Warrant Certificate (the "**Effective Date**") and, subject to 3(b) and 3(c), will be valid and exercisable until April 15, 2021 (the "**Longstop Date**").
- b. At any time following the date that is 12 months from the Effective Date (such prior period of time being the "**Lock In Period**"), as long as the Warrants are valid, the Investor shall have 30 days to exercise the Warrants (the "**Early Exercise Term**") from the date of achievement by the Company of a volume weighted average stock price over a consecutive 30 days period exceeding CAD\$0.25 (the "**Early Exercise Trigger**"), provided that, if the Early Exercise Trigger is satisfied at any point during the Lock In Period, the 30 days exercise period shall commence the day after the expiry of the Lock In Period (the "**Early Exercise Lock In Term**").
- c. If either (i) there is an Early Exercise Trigger and the then outstanding Warrants are not exercised during the Early Exercise Term or Early Exercise Lock In Term (as applicable), or (ii) if there is no Early Exercise Trigger and the Warrants are not otherwise exercised by the Holder between the period commencing on the Effective Date and ending on the Longstop Date (the "**Term**"), the Warrants will become null and void. For the avoidance of any doubt, the Holder may, in its sole and absolute discretion, exercise the Warrants at any time during the Term.

4. **Exercise of the Warrants**

- a. This Warrants may be exercised by the Holder at its election, in whole or in part, on one occasion or several occasions, during the Term, upon the surrender of this Warrant Certificate to the Company at its principal office together with the Notice of Exercise attached hereto as **Exhibit A**, duly completed and executed by the Holder, together with any other documentation the Company or its transfer agent may reasonably request (any request for any other documentation shall not adversely impact the Holder's timeliness of an Warrant exercise for which a complete Notice of Exercise and requisite full payment has been unconditionally

tendered to the Company), and by payment in full of an amount equal to (i) the number of Warrant Shares to be purchased by Holder, multiplied by (ii) the Exercise Price. Payment shall be made by wire transfer to the Company, in the form of immediately available funds, free of any and all fees, commissions, and deductions of any bank fees, taxes, duty or levy of any type whatsoever.

- b. The Company agrees that the Warrant Shares so purchased shall be issued as soon as practicable and in any event by no later than five (5) business days thereafter, and that the Holder shall be deemed the record owner of such Warrant Shares as of and from the close of business on the third business day following the date on which this Warrant Certificate shall be surrendered, together with payment in full, in the case of an exercise for cash.

5. **Fractional Interest**

No fractional shares will be issued in connection with any exercise hereunder. The number of Warrant Shares issued shall be rounded to the nearest whole number.

6. **Warrant Confers No Rights of Shareholder**

Except as otherwise set forth in Agreement, this Warrant Certificate does not by itself entitle the Holder, with respect to any unexercised portion of this Warrant Certificate, to any voting rights or other rights as a shareholder of the Company with regard to the Warrant Shares. In the absence of exercise of Warrants pursuant to this Warrant Certificate, no provisions of this Warrant Certificate, and no enumeration herein of the rights or privileges of Holder, shall of themselves cause Holder to be a shareholder of the Company for any purpose.

7. **Reservation of Shares**

The Company covenants that for as long as this Warrant Certificate remains outstanding and exercisable, the Company will reserve from its authorized and unissued Shares a sufficient number of Shares to provide for the issuance of Warrant Shares upon the exercise of the Warrants and, from time to time, will take all steps necessary to provide sufficient reserves of Shares issuable upon the exercise of the Warrants. The Company further covenants that all Warrant Shares will be duly authorized, validly issued, fully paid and nonassessable and not be issued in contravention of any preemptive rights, liens or charges. The Company agrees that, subject to the Holder's compliance with the provisions of Section 4 above, its issuance of this Warrant Certificate shall constitute full authority to its officers who are charged with the duty of executing share certificates to execute and issue the necessary certificates for Warrant Shares upon the exercise of the Warrants.

8. **Adjustment of Exercise Price and Number of Shares**

The number and kind of securities purchasable initially upon the exercise of the Warrants and the Exercise Price shall be subject to adjustment from time to time upon the occurrence of certain events, as follows:

- a. **Adjustment for Shares Splits and Combinations.** If the Company at any time or from time to time effects a subdivision of the outstanding shares, the number of Warrant Shares issuable upon exercise of the Warrants immediately before the subdivision shall be proportionately increased, and conversely, if the Company at any time or from time to time combines the outstanding Shares, the number of Warrant Shares issuable upon exercise of the Warrants immediately before the combination shall be proportionately decreased. Any adjustment under this

Section 8(a) shall become effective at the close of business on the date the subdivision or combination becomes effective.

- b. Adjustment for Reclassification, Exchange and Substitution. If the Warrant Shares issuable upon the exercise of the Warrants are changed into the same or a different number of shares of any class or classes of shares, whether by recapitalization, reclassification or otherwise (other than a subdivision or combination of shares or shares dividend or a reorganization, merger, consolidation or sale of assets, provided for elsewhere in this Section), then and in any such event the Holder shall have the right thereafter to exercise the Warrants into the kind and amount of shares and other securities receivable upon such recapitalization, reclassification or other change, by holders of the number of Shares for which this Warrant Certificate might have been exercised immediately prior to such recapitalization, reclassification or change, all subject to further adjustment as provided herein.
- c. Other Transactions. In the event that the Company shall issue shares to its shareholders as a result of a split-off, spin-off or the like, then allowance shall be made to protect the economic interest of the Holder either by increasing the number of Warrant Shares or by procuring that the Holder shall be entitled, on economically proportionate terms, to acquire additional shares of the spun-off or split-off entities.
- d. General Protection. The Company will not, by amendment of its articles or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder, but will at all times in good faith assist in the carrying out of all the provisions hereof and in taking of all such actions and making all such adjustments as may be necessary or appropriate in order to protect the rights and the economic interests of the Holder against impairment.
- e. Notice of Adjustments. Whenever the Exercise Price or the number of Warrant Shares purchasable hereunder shall be adjusted pursuant this Section 8, the Company shall prepare a certificate signed by the chief financial officer of the Company setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, and the Exercise Price and the number of Warrant Shares purchasable hereunder after giving effect to such adjustment, and shall cause copies of such certificate to be mailed (by first class mail, postage prepaid) to the Holder.
- f. The company will have the right to adopt equity compensation plans during the Term. Adoption and/or executing of any equity compensation plan will not be deemed to be or create any adjustments to the Warrants, and will not need any notification to the Holder.

9. **Representations and Warranties**

The Company represents and warrants to the Holder as follows:

- a. This Warrant Certificate has been duly authorized and executed by the Company and is a valid and binding obligation of the Company enforceable in accordance with its terms.
- b. The Warrant Shares are duly authorized and reserved for issuance by the Company and, when issued in accordance with the terms hereof, will be validly issued, fully

paid, non-assessable and are not subject to any preemptive rights or other third party rights.

- c. The execution and delivery of this Warrant Certificate is not, and the issuance of the Warrant Shares upon exercise of this Warrant Certificate in accordance with the terms hereof will not be, inconsistent with the Company's articles or any applicable law and do not and will not conflict with or contravene any provision of, or constitute a default under, any contract or other instrument of which the Company is a party or by which it is bound.

10. Expenses

The Company will pay any applicable fee, duty or taxes applicable to the Company, if any, in connection with the issuance of this Warrant Certificate and the Warrant Shares.

11. Notices

All notices and other communications required or permitted hereunder shall be in writing and shall be telecopied or mailed by registered or certified mail, postage prepaid, or prepaid air courier, or by electronic mail, or otherwise delivered by hand or by messenger, addressed to the respective party's address as set forth below or at such other address as the party shall have furnished to each other party in writing in accordance with this provision:

If to Holder:

Tel: _____
Facsimile: _____
E-mail: _____

with a copy to (which does not constitute service of process):

if to the Company:

Tel: _____
Facsimile: _____
E-mail: _____

Any notice sent in accordance with this Section 12 shall be effective (i) if mailed, five (5) business days after mailing, (ii) if by air courier two (2) business days after delivery to the courier service, (iii) if sent by messenger, upon delivery, and (iv) if sent via telecopier or e-mail, upon transmission and electronic confirmation of receipt or (if transmitted and received on a non-business day) on the first business day following transmission and electronic confirmation of receipt (provided, however, that any notice of change of address shall only be valid upon receipt).

12. Governing Law; Jurisdiction

This Warrant Certificate shall be governed by and construed in accordance with the laws of the Province of Alberta, without regard to the conflicts of laws provisions thereof. Any dispute arising under or in relation to this Warrant Certificate shall be resolved exclusively in

the competent court in the Province of Alberta, and the Company and the Holder hereby irrevocably submit to the exclusive jurisdiction of such court.

13. Amendment; Waiver

Subject to the requirements of any securities exchange, any term of this Warrant Certificate may be amended or waived with the written consent of the Company and Holder. Any amendment or waiver effected in accordance with this Section shall be binding upon Holder and Company.

14. Severability

If one or more provisions of this Warrant Certificate are held to be invalid, illegal or unenforceable under applicable law, (i) the provision or part provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable, giving effect to the intention of the parties, and (ii) the validity, legality and enforceability of the remaining provisions of this Warrant Certificate shall not in any way be affected or impaired thereby.

15. Terms Binding

By acceptance of this Warrant Certificate, Holder accepts and agrees to be bound by all the terms and conditions of this Warrant Certificate.

16. Successors and Assigns

Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. This Warrant Certificate and the Warrants hereunder may only be transferred or assigned by the Holder to an Affiliate, where an "Affiliate" means, with regard to an entity, any company, corporation, firm, partnership or other entity which directly or indirectly controls, is controlled by, or is under common control with any Party, where control means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity, whether by ownership, contract, through the by-laws of the aforementioned entities or otherwise. With respect to any transfer of this Warrant Certificate or Warrants hereunder, the Holder will give written notice to the Company prior thereto, describing briefly the manner thereof and the identity of the transferee. Notwithstanding the foregoing, all such transfers shall be subject to and in compliance with all applicable securities laws.

17. Survival

The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Warrant Certificate for the Term.

18. Entire Agreement

This Warrant Certificate Framework Agreement and other documents entered into between the Parties on April 15, 2019 constitute the entire agreement between the parties hereto with regard to the subject matters hereof, and supersedes any prior communications, agreements and/or understandings between the parties hereto with regard to the subject matters hereof.

* * * * *

[Signature page of Warrant Certificate]

InnoCan Pharma Corporation

By: _____

Name: _____

Title: _____

I agree to the terms hereof

SOLSKEN LIMITED

Per: _____
Authorized Signatory

Exhibit A

NOTICE OF EXERCISE

To: InnoCan Pharma Corporation

1. The undersigned Holder hereby irrevocably elects to purchase _____ Shares of InnoCan Pharma Corporation covered by the attached Warrant Certificate, pursuant to the terms thereof, and tenders herewith payment of \$ _____ representing the full purchase price for such shares at the price per share provided for in such Warrant Certificate (as adjusted from time to time pursuant to the terms of the Warrant Certificate).

2. Please issue a certificate or certificates representing the said shares in the name of the undersigned or as otherwise indicated below.

Name:
Address:
ID No.:

(Date)

(Print Name)

(Signature)