

Dated September 12, 2019

InnoCan Pharma Corporation
2400, 525 – 8th Avenue S.W.
Calgary, Alberta, T2P 1G1

InnoCan Pharma Ltd.
10 Hamenofim Street
Herzliya, Israel, 4672561

Attention: Iris Bincovich, Chief Executive Officer

Dear Madam:

RE: Issue and Sale of Units of InnoCan Pharma Corporation

Leede Jones Gable Inc. (the "**Agent**") understands that InnoCan Pharma Corporation (the "**Corporation**" or "**InnoCan**") proposes to issue and sell a minimum of 5,055,556 (the "**Minimum Offering**") and a maximum of 6,111,112 (the "**Maximum Offering**") units of the Corporation (the "**Units**") at a price of CAD0.18 per Unit (the "**Offering Price**") for gross proceeds of CAD910,000, in the case of the Minimum Offering, and CAD1,100,000 in the case of the Maximum Offering pursuant to an initial public offering (the "**Offering**"). Each Unit consists of one common share (a "**Unit Share**") in the capital of the Corporation ("**Common Share**") and one-half of one Common Share purchase warrant of the Corporation. Each whole Common Share purchase warrant (a "**Warrant**") shall permit the holder thereof to purchase one Common Share (a "**Warrant Share**") of the Corporation at an exercise price of CAD0.30 per Warrant Share for a period of 24 months following the Closing Date (as defined herein), subject to the Acceleration Clause (as defined herein).

The Agent also understands that the Corporation has prepared and filed the Preliminary Prospectus (as defined herein), Amended and Restated Preliminary Prospectus (as defined herein) and all necessary related documentation with respect to the Units with the Securities Commissions (as defined herein) in the Offering Provinces (as defined herein) and has received the Preliminary Receipt (as defined herein) and Amended and Restated Preliminary Receipt (as defined herein). The Agent also understands that the Corporation intends to file, without delay and on the terms and conditions set out herein, with the Securities Commissions the Prospectus (as defined herein) and all necessary related documentation in order to qualify the Units for distribution in each of the Offering Provinces.

Subject to the terms and conditions hereof, the Agent agrees to act as, and the Corporation appoints the Agent as, the sole and exclusive agent of the Corporation to offer a minimum of 5,055,556 Units and a maximum of 6,111,112 Units for sale to the public in the Offering Provinces at the Offering Price and to use its commercially reasonable efforts to secure subscriptions therefor, provided that the Agent shall be under no obligation to purchase any of the Units as principal. The Agent shall be entitled (but not obligated), in connection with the sale of the Units, to retain as sub-agents other securities dealers and may receive (for delivery to the Corporation at the Closing Time) subscriptions for Units from such other securities dealers. The Agent shall have the exclusive right to select such sub-agents and the fee payable to such sub-agents shall be for the sole and complete account of the Agent, and shall not exceed the fee payable to the Agent hereunder.

If, for whatever reason, the Minimum Offering is not completed by the date which is 90 days after the issuance of the Final Receipt, or such later date as agreed to by the Corporation and the Agent and on

such terms as may be prescribed by the Securities Commissions, all subscription funds shall be returned to the subscribers without interest or deduction, unless such subscribers have otherwise instructed the Agent.

In consideration for its services hereunder the Agent shall be entitled to the Agent's Fee (as defined herein), expenses, and Agent's Warrants (as defined herein) provided for in paragraph 9. For greater certainty, except as provided for in paragraph 9, the services provided by the Agent in connection herewith will not be subject to Sales Tax (as defined herein) and taxable supplies will be incidental to the exempt financial services provided. The sole responsibility for paying any relevant tax regarding the Agent's Fee (as defined herein) is on the Agent.

The following are the terms and conditions of this Agreement:

1. Definitions

In this Agreement:

- (a) "**Acceleration Clause**" means following a Trigger Event, the option of the Corporation to accelerate the expiry date of the Warrants to the date that is thirty (30) days from such Trigger Event;
- (b) "**Agent**" has the meaning ascribed thereto on the cover page of this Agreement;
- (c) "**Agent's counsel**" means Burstall LLP, or such other legal counsel as the Agent, with the consent of the Corporation, may appoint;
- (d) "**Agent's Fee**" means the cash fee payable by the Corporation to the Agent equal to 10% of the aggregate gross proceeds of the Offering payable pursuant to paragraph 9 of this Agreement;
- (e) "**Agent's Warrants**" means the Common Share purchase warrants to be issued to the Agent to purchase that number of Common Shares equal to 10% of the aggregate number of Units sold pursuant to the Offering at a price of CAD0.18 per Common Share until the date that is 24 months after the Closing Date, as evidenced and subject to the terms and conditions of the Agent's Warrant Certificate;
- (f) "**Agent's Warrant Certificate**" means a certificate representing the Agent's Warrants substantially in the form attached as Schedule "A" hereto;
- (g) "**Agent's Warrant Shares**" means the Common Shares issuable upon exercise of the Agent's Warrants;
- (h) "**Agreement**" means this agency agreement among the Corporation, InnoCan Israel and the Agent, and words such as "**hereof**", "**hereto**", "**herein**" and "**hereby**" refer to this Agreement as the context requires;
- (i) "**Amended and Restated Preliminary Prospectus**" means the amended and restated preliminary long form prospectus of the Corporation dated August 29, 2019, amending and restating the Preliminary Prospectus in respect of the qualification for distribution of the Units in the Offering Provinces;

- (j) "**Amended and Restated Preliminary Receipt**" means the receipt or receipts for the Amended and Restated Preliminary Prospectus issued in accordance with the Passport System;
- (k) "**Applicable Securities Laws**" includes, collectively, all applicable securities, corporate and other laws, rules, regulations, notices, instruments, blanket orders, decision documents, and published procedures and policies in force in the Offering Provinces;
- (l) "**ASC**" means the Alberta Securities Commission;
- (m) "**Auditors**" means Ziv Haft CPA (Israel), a BDO member firm, with offices at BDO House, 48 Menachem Begin Road, Tel Aviv;
- (n) "**business day**" means a day which is not Saturday, Sunday or a legal holiday in the City of Calgary, Alberta;
- (o) "**CAD**" means the lawful currency of the Canada;
- (p) "**CBCA**" means the *Canada Business Corporations Act* as amended from time to time;
- (q) "**Closing Date**" means the date or dates of the closing of the Offering as the Agent and the Corporation may agree upon;
- (r) "**Closing Time**" means 8:00 a.m. (Calgary time), or such other time, on the Closing Date, as the Agent and the Corporation may agree;
- (s) "**Common Share**" has the meaning ascribed thereto on the cover page of this Agreement;
- (t) "**Convertible Notes**" means the notes issued by the Corporation, due and payable on September 30, 2019, convertible to Common Shares at CAD0.12 per Common Share at any time by the holders thereof or by the Corporation following closing of the Offering and on or prior to September 30, 2019 in the aggregate amount of CAD398,070. Convertible Notes bear interest after, but not before, September 30, 2019, at a rate of 7% per annum;
- (u) "**Cooperation Agreement**" means the agreement entered into as of April 15, 2019 between InnoCan Israel and Solsken addressing certain matters with respect to the development, licensing and manufacturing of Solsken-branded products, use and marketing of existing and future developed InnoCan's intellectual property in pharmaceutical and cosmetics product market, supply and purchase cooperation regarding cannabis products;
- (v) "**Corporation**" or "**InnoCan**" has the meaning ascribed thereto on the cover page of this Agreement;
- (w) "**Corporation's Canadian Counsel**" means Burnet, Duckworth & Palmer LLP;
- (x) "**Corporation's Financial Statements**" means the audited consolidated financial statements of the Corporation for the period beginning on the Corporation's incorporation and ending on December 31, 2018 together with the report of the Auditors thereon and the notes thereto and the unaudited consolidated interim financial statements of the

Corporation for the three and six months ended June 30, 2019 together with the notes thereto;

- (y) **"Due Diligence Sessions"** means, collectively, the due diligence session held on May 30, 2019 with the Agent, Agent's counsel, officials of the Corporation, the Auditors, and the Corporation's Canadian Counsel, as well as any additional due diligence sessions which may be held at or prior to the Closing Time, including supplemental due diligence responses received in writing from the Corporation on May 31, 2019;
- (z) **"Exchange"** means the Canadian Securities Exchange;
- (aa) **"Exchange Warrants"** means the Common Share purchase warrants to be issued to holders of InnoCan Israel Warrants under the Share Exchange, with each such warrant entitling the holders thereof to acquire one Common Share at an exercise price of USD0.086 until the date of expiry of the exchanged InnoCan Israel Warrants;
- (bb) **"Exchange Warrant Shares"** means the Common Shares issuable pursuant to the exercise of the Exchange Warrants;
- (cc) **"Final Receipt"** means the receipt or receipts for the Prospectus issued in accordance with the Passport System;
- (dd) **"Indemnified Persons"** means the Agent, and the directors, officers, employees, shareholders, consultants and agents of the Agent;
- (ee) **"InnoCan A Warrant"** means a warrant entitling the holder thereof to acquire one Common Share at a price of USD0.09435102 for the same period as a Solsken A Warrant, subject to acceleration of the April 15, 2021 expiry date which will apply after the expiration of a lock in period of 12 months from the date of the issuance, if the Common Shares (following closing of the Offering) trade for a 30 day consecutive period in excess of CAD0.25 in which event expiry shall occur 30 days after that period;
- (ff) **"InnoCan B Warrant"** means a warrant entitling the holder thereof to acquire one Common Share at a price of USD0.125 for the same period as a Solsken B Warrant, subject to acceleration of the April 15, 2021 expiry date which will apply after the expiration of a lock in period of 15 months from the date of the issuance, if the Common Shares (following closing of the Offering) trade for a 30 day consecutive period in excess of CAD0.335 in which event expiry shall occur 30 days after that period;
- (gg) **"InnoCan A and B Warrant Shares"** means the shares issuable upon exercise of the InnoCan A Warrants and InnoCan B Warrants;
- (hh) **"InnoCan Israel"** means InnoCan Pharma Ltd., a company incorporated under the laws of Israel;
- (ii) **"InnoCan Israel's Counsel"** means Eyal Flom or such other counsel as InnoCan Israel may appoint;
- (jj) **"InnoCan Israel Financial Statements"** means the audited consolidated financial statements of InnoCan Israel for the periods ended December 31, 2018 and from incorporation (October 18, 2017) to December 31, 2017 together with the report of the

Auditors thereon and the notes thereto and the unaudited consolidated interim financial statements of InnoCan Israel for the three and six months ended June 30, 2019 together with the notes thereto;

- (kk) "**InnoCan Israel Shares**" means ordinary shares in the capital of InnoCan Israel;
- (ll) "**InnoCan Israel Warrants**" means the InnoCan Israel Share purchase warrants entitling the holders thereof to acquire one InnoCan Israel Share for an exercise price equal to CAD0.09 per InnoCan Israel Share for a period of eighteen (18) months from the date of the Closing Date. The warrants are exercisable during the period commenced June 1, 2018 and ending on the earlier of: (i) 18 month period following June 1, 2018; (ii) Corporation's liquidation; or (iii) an investment that will be made in the Corporation during the warrant term at a company valuation which is at least USD20,000,000;
- (mm) "**Intellectual Property**" means all registered or pending or common law intellectual property issued to, owned, held, licensed or used by the Corporation or InnoCan Israel in carrying on business, including, without limiting the generality of the foregoing, all trade or brand names, business names, domain names, trade-marks (including logos), trade-mark registrations and applications, service marks, service mark registrations and applications, copyrights, copyright registrations and applications, issued patents and pending applications (including United States provisional patent application 62/696,341) and other patent rights, trade secrets, proprietary information and know-how, and other intellectual property issued to or owned, held by, licensed or used by the Corporation or InnoCan Israel in carrying on business, together with all rights under licenses, registered user agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing, including but not limited to any intellectual property rights licensed or otherwise belonging to or used by the Corporation or InnoCan Israel under the Solsken Agreements or the Yissum Agreement;
- (nn) "**knowledge of the Corporation**" means a statement as to the actual knowledge of each of the senior officers of the Corporation about the facts or circumstances to which such statement is related;
- (oo) "**Material Agreements**" means the contracts in the Prospectus listed under the heading "Material Contracts";
- (pp) "**MI 11-102**" means Multilateral Instrument 11-102 – *Passport System* of the Canadian Securities Administrators, as amended or replaced;
- (qq) "**Minimum Offering**" has the meaning ascribed thereto on the cover page of this Agreement;
- (rr) "**Maximum Offering**" has the meaning ascribed thereto on the cover page of this Agreement;
- (ss) "**Notes**" means, collectively, the Convertible Notes and the Solsken Note;
- (tt) "**Note Shares**" means the Common Shares issuable upon conversion of the Convertible Notes and the Solsken Note;

- (uu) "**NP 11-202**" means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*, as amended or replaced;
- (vv) "**Offering**" has the meaning ascribed thereto on the cover page of this Agreement;
- (ww) "**Offering Price**" has the meaning ascribed thereto on the cover page of this Agreement;
- (xx) "**Offering Provinces**" means British Columbia, Alberta and Ontario, and "**Offering Province**" means any one of them;
- (yy) "**Passport System**" means the system and procedures for the filing of prospectuses and related materials in one or more Canadian jurisdictions pursuant to MI 11-102 and NP 11-202;
- (zz) "**Preliminary Prospectus**" means the preliminary long form prospectus of the Corporation dated May 30, 2019 and any amendments thereto including the Amended and Restated Preliminary Prospectus, in respect of the qualification for distribution of the Units in the Offering Provinces;
- (aaa) "**Preliminary Receipt**" means the receipt or receipts for the Preliminary Prospectus issued in accordance with the Passport System;
- (bbb) "**Prospectus**" means the (final) long form prospectus of the Corporation and any amendments thereto, in respect of the qualification for distribution of the Units in the Offering Provinces;
- (ccc) "**Prospectuses**" means, collectively, the Preliminary Prospectus, Amended and Restated Preliminary Prospectus and the Prospectus;
- (ddd) "**Public Record**" means all information filed by or on behalf of the Corporation or InnoCan Israel with the Securities Commissions and accessible on SEDAR at www.sedar.com, including without limitation, the Prospectuses, any Supplementary Material and any other information filed with the Securities Commissions, or any other securities commission or similar regulatory authority in compliance, or intended compliance, with any Applicable Securities Laws;
- (eee) "**Sales Tax**" means general sales tax and provincial sales tax;
- (fff) "**SEA Supplement**" means the supplement to the Share Exchange Agreement dated April 15, 2019 among Solsken, InnoCan and InnoCan Israel;
- (ggg) "**Securities**" means, collectively, Unit Shares, Warrants and Agent's Warrants;
- (hhh) "**Securities Commissions**" means the securities commission or similar regulatory authority in each of the Offering Provinces, as the case may be;
- (iii) "**Share Exchange**" means the share exchange transaction to be completed pursuant to the Share Exchange Agreement under which the Corporation will acquire, immediately prior to the Closing Time, no less than 80% of the issued and outstanding InnoCan Israel Shares;

- (jjj) "**Share Exchange Agreement**" means the share exchange agreement among the Corporation, InnoCan Israel and each of the shareholders of InnoCan Israel in respect of the Share Exchange;
- (kkk) "**Solsken**" means Solsken Limited, a private limited company incorporated in Gibraltar;
- (lll) "**Solsken Agreements**" means, collectively, the Cooperation Agreement, Solsken Framework Agreement, Solsken Note, Solsken Private Placement Agreement, Solsken SPA, and Solsken Warrant Exchange Agreements;
- (mmm) "**Solsken A Warrant**" means a warrant to purchase one (1) InnoCan Israel Share at an exercise price of USD91.875 on or before April 15, 2021 subject to acceleration of the expiry date which will apply after the expiration of a lock in period of 12 months from the date of issuance if the Common Shares (following closing of the Offering) trade for a 30 day consecutive period in excess of USD138.696 in which event expiry shall occur 30 days after that period;
- (nnn) "**Solsken B Warrant**" means a warrant to purchase one (1) InnoCan Israel Share at an exercise price of USD128.63 on or before August 15, 2021 subject to acceleration of the expiry date which will apply after the expiration of a lock in period of 15 months from the date of issuance if the Common Shares (following closing of the Offering) trade for a 30 day consecutive period in excess of USD183.75 in which event expiry shall occur 30 days after that period;
- (ooo) "**Solsken Framework Agreement**" means an agreement made as of April 15, 2019 between the Corporation and Solsken relating to certain capitalization matters of the Corporation and pre-emptive securities purchase rights granted to Solsken;
- (ppp) "**Solsken InnoCan Israel Securities**" means 28,840 InnoCan Israel Shares, 19,023 Solsken A Warrants and 2,721 Solsken B Warrants;
- (qqq) "**Solsken Note**" means the unsecured note issued by the Corporation to Solsken representing the principal amount of USD500,000, due and payable on September 30, 2019, convertible to Common Shares at USD0.09435 per Common Share at any time by the holder thereof or by the Corporation following closing of the Offering and on or prior to September 30, 2019, for an aggregate total of 5,299,417 Common Shares (assuming no interest will have accrued at the time of conversion). The Solsken Note bears interest after, but not before, September 30, 2019, at a rate of 7% per annum;
- (rrr) "**Solsken Private Placement Agreement**" means the private placement subscription agreement tendered by Solsken with the Corporation and accepted April 15, 2019 pursuant to which Solsken agreed to purchase 4,000,000 Common Shares at USD0.125 per Common Share (aggregate USD500,000) following the Share Exchange and prior to listing of the Common Shares;
- (sss) "**Solsken SPA**" means an agreement dated April 15, 2019 between InnoCan Israel and Solsken pursuant to which, inter alia, Solsken purchased the Solsken InnoCan Israel Securities;

- (ttt) "**Solsken Warrant Exchange Agreements**" means the agreements pursuant to which Solsken has agreed with the Corporation to exchange its Solsken A Warrants and Solsken B Warrants for InnoCan A Warrants and InnoCan B Warrants, respectively;
- (uuu) "**Supplementary Material**" means, collectively, any amendment to the Prospectuses, any amended or supplemental Prospectuses or any ancillary material, information, evidence, return, report, application, statement or document which may be filed by or on behalf of the Corporation with the Securities Commissions in compliance or intended compliance with the Applicable Securities Laws;
- (vvv) "**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time and any and all rules and regulations made pursuant thereto;
- (www) "**Transfer Agent**" means Odyssey Trust Company;
- (xxx) "**Trigger Event**" occurs when the weighted average trading price of the Common Shares on the Exchange or such other exchange or market as the Common Shares then currently trade during the twenty (20) consecutive trading days immediately prior to such date is greater than CAD0.35;
- (yyy) "**Unit Share**" has the meaning ascribed thereto on the cover page of this Agreement;
- (zzz) "**Units**" has the meaning ascribed thereto on the cover page of this Agreement;
- (aaaa) "**USD**" means the lawful currency of the United States of America;
- (bbbb) "**Warrant**" has the meaning ascribed thereto on the cover page of this Agreement;
- (cccc) "**Warrant Agent**" means Odyssey Trust Company in its capacity as warrant agent pursuant to the Warrant Indenture;
- (dddd) "**Warrant Indenture**" means the warrant indenture to be entered into at the time of closing of the Offering between the Corporation and the Warrant Agent in respect of the Warrants;
- (eeee) "**Warrant Share**" has the meaning ascribed thereto on the cover page of this Agreement;
- (ffff) "**Yissum**" means Yissum Research and Development Company of the Hebrew University of Jerusalem Ltd. located in Jerusalem, Israel; and
- (gggg) "**Yissum Agreement**" means the research and option agreement between InnoCan Israel and Yissum, dated August 26, 2018.

"**affiliate**", "**associate**", "**distribution**", "**insider**", "**misrepresentation**", "**material change**" and "**material fact**" shall have the meanings ascribed thereto under the Applicable Securities Laws.

Capitalized terms not otherwise defined in this Agreement shall have the meaning set out in the Prospectus.

2. Covenants as to Creation and Qualification

The Corporation:

- (a) agrees that the Securities will be duly and validly authorized and issued;
- (b) shall elect and comply in all material respects with the Passport System and will:
 - (1) file the Prospectus and other documents required under Applicable Securities Laws with the Securities Commissions; and
 - (2) obtain from the ASC and the Ontario Securities Commission the Final Receipt, evidencing that a receipt for the Prospectus has been issued in British Columbia and has been deemed to have been issued, or otherwise obtained a receipt for the Prospectus from each of the Securities Commissions;

and shall have taken all other steps and proceedings that may be necessary on its part in order to qualify the Securities for distribution in each of the Offering Provinces by an agent who is registered in a category permitting them to distribute the Securities under Applicable Securities Laws and who comply with Applicable Securities Laws;

- (c) covenants that it will use reasonable commercial efforts to obtain the Final Receipt not later than November 27, 2019, and if not obtained by such date, the Corporation will continue to use reasonable commercial efforts to obtain the Final Receipt;
- (d) covenants that it will use reasonable commercial efforts to obtain, on or prior to the issuance of the Final Receipt, all necessary approvals of the Exchange for the listing on the Exchange of the Common Shares (including without limitation the Unit Shares, Warrant Shares, Agent's Warrant Shares, Note Shares, Exchange Warrant Shares and InnoCan A and B Warrant Shares), subject only to satisfaction of conditions of the Exchange and thereafter maintain its listing on the Exchange;
- (e) shall, prior to the filing of the Prospectus and, during the period of distribution of the Units, prior to the filing with any Securities Commissions of any Supplementary Material, have allowed the Agent and the Agent's counsel to participate fully in the preparation of and to approve the form of such documents;
- (f) prior to the filing of the Prospectus or any Supplementary Material and the Closing Time, will allow the Agent to participate fully in the preparation of the Prospectus and any Supplementary Material and will allow the Agent and the Agent's counsel, advisors and representatives to conduct all additional due diligence investigations, which they may reasonably require in order to fulfill their obligations as Agent in connection with the distribution of the Units and in order to enable them to execute the certificate required to be executed by them in the Prospectus and any Supplementary Material, which may include investigations conducted up to the Closing Time, including the holding of additional Due Diligence Sessions to be held at or prior to the Closing Time with officers of the Corporation, the Corporation's Canadian Counsel and the Auditors. The Agent may waive holding actual Due Diligence Sessions and instead rely on the written responses of the Corporation, the Corporation's Canadian Counsel and the Auditors to questions provided by the Agent;
- (g) shall use its reasonable commercial efforts to take or cause to be taken all such steps and proceedings, including fulfilling all legal, regulatory and other requirements as required under Applicable Securities Laws to qualify the Securities for distribution in the Offering

Provinces, and shall not withdraw the Prospectus from the Offering Provinces without the prior written consent of the Agent; and

- (h) shall duly, faithfully and punctually perform all the obligations to be performed by it pursuant to this Agreement and shall comply with its covenants and agreements hereunder.

3. Delivery of Prospectus and Related Documents

The Corporation shall deliver or cause to be delivered without charge to the Agent and the Agent's counsel the documents set out below at the respective times indicated:

- (a) prior to or contemporaneously, as nearly as practicable, with the filing of each of the Prospectuses with the Securities Commissions:
 - (i) copies of the Prospectuses, signed as required by Applicable Securities Laws; and
 - (ii) if requested by the Agent, acting reasonably, copies of any documents referred to therein which have not previously been delivered to the Agent;
- (b) as soon as they are available, copies of any Supplementary Material, if required, signed as required by Applicable Securities Laws;
- (c) a "long-form" comfort letter or comfort letters dated the date of the Prospectus, in form and substance satisfactory to the Agent, acting reasonably, addressed to the Agent from the Auditors, and based on a review completed not more than two (2) business days prior to the date of the Prospectus, with respect to certain financial and accounting information relating to the Corporation and InnoCan Israel in the Prospectus, which letter shall be in addition to the reports of the Auditors contained in the Prospectus and any comfort letters addressed to the Securities Commissions;
- (d) comfort letters and other documents substantially similar to those referred to in subparagraph 3(c) of this Agreement with respect to any Supplementary Material or other relevant document, concurrently with the filing of the Supplementary Material or other relevant document; and
- (e) prior to the filing of the Prospectus, evidence satisfactory to the Agent, acting reasonably, of the approval of the listing for trading of the Common Shares on the Exchange (including the Unit Shares, Warrant Shares Agent's Warrant Shares, Note Shares, Exchange Warrant Shares, InnoCan A and B Warrant Shares).

4. Material Change and Certain Other Covenants

The Corporation agrees:

- (a) that during the period of distribution of the Units and Agent's Warrants, it will promptly inform the Agent with full particulars of:
 - (i) any material change (actual, anticipated or threatened) in or affecting the business, operations, revenues, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Corporation or InnoCan Israel;

- (ii) any change in any material fact contained or referred to in the Public Record; and
- (iii) the occurrence of a material change or event which, in any such case, is, or may be, of such a nature as to:
 - (A) render any portion of the Public Record untrue, false or misleading in any material respect; or
 - (B) result in a misrepresentation in the Public Record; or
 - (C) result in a default under Applicable Securities Laws,

provided that if the Corporation is uncertain as to whether a material change, change, occurrence or event of the nature referred to in this section has occurred, the Corporation shall promptly inform the Agent of the full particulars of the occurrence giving rise to the uncertainty and shall consult with the Agent as to whether the occurrence is of such nature;

- (b) that during the period of distribution of the Units, it will promptly inform the Agent with full particulars of:
 - (i) any request of the Securities Commissions or any similar regulatory authority for any amendment to, or to suspend or prevent the use of the Prospectus, any Supplementary Material or any other part of the Public Record or for any additional information;
 - (ii) the issuance by the Securities Commissions or similar regulatory authority, the Exchange, or by any other competent authority of any order to cease or suspend trading of any securities of the Corporation or InnoCan Israel, or of the institution or threat of institution of any proceedings for such purpose; or
 - (iii) the receipt by the Corporation or InnoCan Israel of any communication from the Securities Commissions, or similar regulatory authority, the Exchange or any other competent authority, relating to the Prospectuses, any Supplementary Material, any other part of the Public Record, the distribution of the Units and Agent's Warrants, or the listing of the Common Shares (including the Unit Shares, Warrant Shares, Note Shares, Exchange Warrant Shares, InnoCan A and B Warrant Shares and Agent's Warrant Shares) on the Exchange;
- (c) it will promptly comply to the reasonable satisfaction of the Agent and the Agent's counsel with Applicable Securities Laws with respect to any material change, change, occurrence or event of the nature referred to in subparagraphs 4(a) or (b) above and the Corporation will prepare and file promptly at the Agent's request any amendment to the Prospectus or Supplementary Material as may be required under Applicable Securities Laws, provided that the Corporation shall have allowed the Agent and the Agent's counsel to participate fully in the preparation of any Supplementary Material, and to conduct all due diligence investigations which the Agent may reasonably have required, including, if applicable, the holding of additional Due Diligence Sessions, in order to fulfil their obligations as Agent and in order to enable the Agent to execute the certificate required to be executed by them in, or in connection with such Supplementary Material;

- (d) that during the period from the effective date hereof until the completion of the distribution of the Units pursuant to the Offering, it will promptly provide to the Agent for review by the Agent and the Agent's counsel prior to the filing or issuance thereof:
- (i) any financial statement of the Corporation or InnoCan Israel;
 - (ii) any document intended to be filed as part of the Public Record;
 - (iii) any press release of the Corporation or InnoCan Israel; and
 - (iv) any Supplemental Materials;
- (e) that during the period commencing the effective date hereof and ending 45 days after the Closing Date, the Corporation and InnoCan Israel shall not, except for:
- (i) issuances of stock options and other securities pursuant to Corporation's stock option plan or similar Common Share compensation plan or arrangement described in the Prospectus, and the issuance of the Common Shares issuable pursuant to the exercise thereof;
 - (ii) issuances of Common Shares or securities convertible into Common Shares in connection with convertible securities existing as of the date hereof and described in the Prospectus; or
 - (iii) issuances of Common Shares as contemplated pursuant to the Solsken Agreements and Material Agreements, including pursuant to the Share Exchange;
- issue or agree to issue any Common Shares, in the case of the Corporation, or in the case of InnoCan Israel, InnoCan Israel Shares, or any securities exchangeable or convertible into Common Shares or InnoCan Israel Shares, as applicable, without the prior written consent of the Agent, not to be unreasonably withheld; and
- (f) that no press release or similar public announcement concerning this Agreement or any other instrument relating hereto, or the relationship between the Corporation and the Agent shall be made without the prior written consent of the Agent, such consent not to be unreasonably withheld.

5. Agent's Covenants

The Agent represents, warrants, covenants and agrees with the Corporation that it:

- (a) will offer the Units for sale to the public in the Offering Provinces, directly and through sub-agents, if any, in compliance with Applicable Securities Laws and upon the terms and conditions set forth in this Agreement. The Agent shall be obligated only to use its commercially reasonable efforts to effect the distribution of the Units and shall be under no obligation to purchase any Units as principal, or to retain any sub-agents. Notwithstanding the foregoing, the Agent will not be liable to the Corporation under this subparagraph 5(a) with respect to a default by any sub-agent under this subparagraph 5(a) if the Agent is not itself also in default;

- (b) will not solicit subscriptions for the Units, trade in Units or otherwise do any act in furtherance of a trade of Units in any jurisdictions outside of the Offering Provinces and will cause a similar covenant to be contained in any agreement entered into with any sub-agent, if any, established in connection with the distribution of the Units;
- (c) will conduct activities in connection with the proposed Offering in compliance with all Applicable Securities Laws and upon the terms and conditions set forth in the Prospectus and this Agreement and cause a similar covenant to be obtained from sub-agents, if any, in connection with the distribution of the Units;
- (d) is a corporation incorporated and existing under the laws of its jurisdiction of incorporation;
- (e) will refrain from advertising the Offering by (A) printed public media of general and regular paid circulation, (B) radio, (C) television or (D) telecommunications, including electronic display and not make use of any green sheet or other internal marketing document without the prior written consent of the Corporation, such consent to be promptly considered and not to be unreasonably withheld;
- (f) will comply with, and ensure that its directors, officers, employees and affiliates comply with all applicable market stabilization rules and requirements of the Securities Commissions and Applicable Securities Laws; and
- (g) is and will be, at the Closing Time, duly registered under Applicable Securities Laws under a category that permits it to sell the Units in the Offering Provinces.

6. Representations and Warranties of the Corporation

Each of the Corporation and InnoCan Israel represents and warrants to the Agent and acknowledges that the Agent and the Agent's counsel are relying upon such representations and warranties, that:

- (a) delivery of each of the Prospectuses or any Supplementary Material shall constitute a representation and warranty to the Agent by the Corporation that:
 - (i) all of the information and statements contained in the Prospectuses or any Supplementary Material, as the case may be:
 - (1) are at the respective dates of such documents, true and correct in all material respects;
 - (2) contain no misrepresentation; and
 - (3) constitute full, true and plain disclosure of all material facts relating to the Corporation and InnoCan Israel, and the distribution of the Units;

other than any information or statements relating solely to the Agent and furnished to the Corporation by the Agent in writing expressly for inclusion in the Prospectuses or the Supplementary Material;

- (ii) the Prospectuses or any Supplementary Material, as the case may be, comply in all material respects with Applicable Securities Laws;
 - (iii) there has been no intervening material change (actual, proposed or prospective, whether financial or otherwise), from the date of the Prospectus and any Supplementary Material to the time of delivery thereof in the business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Corporation or InnoCan Israel;
 - (iv) the Corporation's Financial Statements fairly present, in all material respects and in accordance with international financial reporting standards consistently applied, the financial position and condition of the Corporation as at the dates thereof and the results of the operations of the Corporation for the periods then ended and reflect all liabilities (absolute, accrued, contingent or otherwise) of the Corporation as at the dates thereof, in all material respects, and in accordance with international financial reporting standards consistently applied;
 - (v) InnoCan Israel's Financial Statements fairly present, in all material respects and in accordance with international financial reporting standards consistently applied, the financial position and condition of InnoCan Israel as at the dates thereof and the results of the operations of InnoCan Israel for the periods then ended and reflect all liabilities (absolute, accrued, contingent or otherwise) of InnoCan Israel as at the dates thereof, in all material respects, and in accordance with international financial reporting standards consistently applied;
 - (vi) based upon representations made by the Auditors, the Auditors are independent chartered accountants with respect to the Corporation and InnoCan Israel, as required by Applicable Securities Laws; and
 - (vii) there has not been any reportable event (within the meaning of Section 4.11 of National Instrument 51-102 - *Continuous Disclosure Obligations* of the Canadian Securities Administrators) with the Auditors;
- (b) the Corporation has been duly incorporated and is valid and subsisting under the laws of Canada, and the Corporation has all requisite power and authority to carry on its business as now conducted by it and to own, lease and operate its properties and assets;
 - (c) InnoCan Israel has been duly incorporated and is valid and subsisting under the laws of Israel, and InnoCan Israel has all requisite power and authority to carry on its business as now conducted by it and to own, lease and operate its properties and assets
 - (d) neither the Corporation nor InnoCan Israel have any subsidiaries;
 - (e) upon completion of the Share Exchange, the Corporation will be the holder of all the issued and outstanding InnoCan Israel Shares and InnoCan Israel Warrants;
 - (f) the Corporation and InnoCan Israel are qualified to carry on business under the laws of each jurisdiction in which they carry on a material portion of their business;

- (g) the Corporation has the full power and authority to enter into the applicable Material Agreements (including this Agreement), Solsken Agreements, and Agent's Warrant Certificate and to perform its respective obligations set out therein and herein (including, without limitation, to issue the Securities) and the applicable Material Agreements, Solsken Agreements, and Agent's Warrant Certificate have been or will be duly authorized, executed and delivered by the Corporation and the Solsken Agreements, are or will be legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms subject to the general qualification that:
- (i) the enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting creditors' rights;
 - (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;
 - (iii) the enforceability of any provision exculpating a party from liability or duty otherwise owed by it may be limited under applicable law;
 - (iv) the enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court;
 - (v) the equitable or statutory powers of the courts in Canada and Israel, as applicable, having jurisdiction to stay proceedings before them and the execution of judgments;
 - (vi) rights to indemnity and contribution hereunder may be limited under applicable law; and
 - (vii) the enforceability may be limited by applicable laws regarding limitation of actions;
- (h) InnoCan Israel has the full power and authority to enter into the applicable Material Agreements (including this Agreement), Solsken Agreements and Yissum Agreement and to perform its obligations set out therein and herein and such Material Agreements, Solsken Agreements and the Yissum Agreement have been or will be duly authorized, executed and delivered by InnoCan Israel and are legal, valid and binding obligations of InnoCan Israel enforceable against it in accordance with their respective terms subject to the general qualification that:
- (i) the enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting creditors' rights;
 - (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court;
 - (iii) the enforceability of any provision exculpating a party from liability or duty otherwise owed by it may be limited under applicable law;

- (iv) the enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court;
 - (v) the equitable or statutory powers of the courts in Canada and Israel, as applicable, having jurisdiction to stay proceedings before them and the execution of judgments;
 - (vi) rights to indemnity and contribution hereunder may be limited under applicable law; and
 - (vii) the enforceability may be limited by applicable laws regarding limitation of actions;
- (i) at the date of issuance, the Common Shares to be issued pursuant to this Agreement will, upon issuance, be issued as fully paid and non-assessable Common Shares. The Warrant Shares issuable upon exercise of the Warrants and the Agent's Warrant Shares issuable upon exercise of the Agent's Warrants will, when executed pursuant to the terms of the Warrant Indenture or the applicable certificate, respectively, be validly issued as fully paid and non-assessable Common Shares;
 - (j) at the date of issuance, the Common Shares to be issued pursuant to the Share Exchange Agreement and SEA Supplement will, upon issuance, be issued as fully paid and non-assessable Common Shares. The Common Shares issuable upon exercise of the Exchange Warrants, InnoCan A Warrants and InnoCan B Warrants will, when executed pursuant to the terms of the applicable certificates, be validly issued as fully paid and non-assessable Common Shares. The Note Shares will, when issued upon conversion pursuant to the terms of the Notes, be validly issued as fully paid and non-assessable Common Shares;
 - (k) the Corporation and InnoCan Israel are not in default or breach of the execution and delivery of, and the performance of and compliance with the terms of this Agreement, the Material Agreements, Solsken Agreements, agreements or certificates representing the Notes, InnoCan A Warrants, InnoCan B Warrants, Exchange Warrants, or any of the transactions contemplated hereby, do not and will not result in any breach of, or constitute a default under, and do not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, any term or provision of the articles, by-laws, other constating documents or resolutions of the directors or shareholders of the Corporation or shareholders of InnoCan Israel or any indenture, mortgage, note, contract, agreement (written or oral), instrument, lease or other document, to which the Corporation or InnoCan Israel is a party or by which they are bound, or any judgment, decree, order, statute, rule or regulation applicable to the Corporation or InnoCan Israel, which default or breach might reasonably be expected to materially adversely affect the business, operations, capital or condition (financial or otherwise) of the Corporation or InnoCan Israel, or their respective properties and assets;
 - (l) each of the Corporation and InnoCan Israel maintains a system of internal accounting controls sufficient to provide reasonable assurance that transactions are recorded as necessary to facilitate preparation of financial statements in conformity with internal financial reporting standards to maintain accountability for assets;

- (m) each of the Corporation and InnoCan Israel is insured against loss or damage by insurable hazards or risks on a replacement cost basis. Such insurance coverage is of a type and in an amount typical to the business in which the Corporation and InnoCan Israel operate as conducted by a reasonably prudent person based on the advice of reputable insurance brokers consulted by such persons;
- (n) to the knowledge of the Corporation, there are no material actions, suits, proceedings or inquiries pending or threatened against or affecting the Corporation or InnoCan Israel at law or in equity or by any federal, state, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality which in any way materially adversely affects, or may in any way materially adversely affect, the business, operations, capital or condition (financial or otherwise) of the Corporation or InnoCan Israel or their assets or which affects or may affect the distribution of the Units and Agent's Warrants, or the issuance of Common Shares, InnoCan A Warrants, InnoCan B Warrants and Exchange Warrants pursuant to the Share Exchange, and the Corporation is not aware of any existing ground on which such action, suit, proceeding or inquiry might be commenced with any reasonable likelihood of success;
- (o) there has not been any material change in the capital, assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of the Corporation from the position set forth in the Corporation's Financial Statements except as contemplated by the Prospectuses and there has not been any adverse material change in the business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Corporation since June 30, 2019; and since that date there have been no material facts, transactions, events or occurrences which could materially adversely affect the business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of the Corporation which have not been disclosed in the Prospectuses;
- (p) there has not been any material change in the capital, assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of InnoCan Israel from the position set forth in InnoCan Israel's Financial Statements except as contemplated by the Prospectuses and there has not been any adverse material change in the business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of InnoCan Israel since June 30, 2019; and since that date there have been no material facts, transactions, events or occurrences which could materially adversely affect the business, operations, capital, properties, assets, liabilities (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of operations of InnoCan Israel which have not been disclosed in the Prospectuses;
- (q) the authorized share capital of the Corporation consists of an unlimited number of Common Shares and an unlimited number of preferred shares ("**Preferred Shares**"), of which 137,755,057 Common Shares and no Preferred Shares will be issued and outstanding upon completion of the Share Exchange (without giving effect to the Offering);
- (r) except as pursuant to the Notes and Solsken Agreements and as otherwise disclosed in the Prospectus, no person holds any securities convertible or exchangeable into any unissued securities of the Corporation, or has any agreement, warrant, option, right or privilege

being or capable of becoming an agreement, warrant, option or right for the purchase or other acquisition of any unissued Common Shares, Preferred Shares or other securities of the Corporation;

- (s) except as pursuant to the Solsken Agreements and as otherwise disclosed in the Prospectus, no person holds any securities convertible or exchangeable into any unissued securities of InnoCan Israel, nor has any agreement, warrant, option, right or privilege being or capable of becoming an agreement, warrant, option or right for the purchase or other acquisition of any unissued InnoCan Israel Shares, Warrants, or other securities of InnoCan Israel;
- (t) the form and terms of definitive certificates representing the Common Shares, Warrants, Exchange Warrants and Agent's Warrants have been duly approved and adopted by the Corporation and comply with all legal requirements relating thereto;
- (u) the Corporation has the necessary corporate power and authority to execute, deliver and file the Prospectuses and any Supplementary Materials and, prior to filing the Prospectuses or Supplementary Materials, as applicable, all requisite action will have been taken by the Corporation to authorize the execution, delivery and filing of the Prospectuses and Supplementary Materials;
- (v) neither the Securities Commissions, other securities commissions or similar regulatory authorities, the Exchange or any other stock exchanges have issued any order which is currently outstanding ceasing, halting, suspending or preventing trading in any securities of the Corporation or InnoCan Israel, and no such proceeding is, to the knowledge of the Corporation, pending, contemplated or threatened;
- (w) the Corporation is not in default of any requirement of Applicable Securities Laws in any material respect;
- (x) InnoCan Israel is not in default of any requirement of applicable securities laws in Israel or securities laws otherwise applicable to InnoCan Israel in any material respect;
- (y) to the knowledge of the Corporation, no insider of the Corporation, or any person who will become an insider of the Corporation following completion of the Share Exchange and the Offering, has a present intention to sell any securities of the Corporation;
- (z) except for usual employee reimbursements and compensation paid in the ordinary and normal course of the business of the Corporation and InnoCan Israel or as disclosed in the Prospectus, the Corporation and InnoCan Israel do not owe any money to, nor have the Corporation or InnoCan Israel any present loans to, or borrowed any monies from, are or otherwise indebted to any officer, director, employee, shareholder, partner, any person not dealing at "arm's length" (as such term is defined in the Tax Act) with the Corporation or InnoCan Israel or any person with similar powers and authorities as those listed above;
- (aa) each of the Corporation and InnoCan Israel is not a party to any contract, agreement or understanding with any officer, director, employee, shareholder, any other person not dealing at "arm's length" (as such term is defined in the Tax Act) with the Corporation or InnoCan Israel or any person with similar powers and authorities as those listed above, which may have a material adverse effect on the conduct of the business, operations, financial condition or income of the Corporation or InnoCan Israel, except as disclosed herein or in the Prospectus;

- (bb) the minute books of the Corporation and InnoCan Israel are, in all material respects, true and correct and contain copies of all minutes of all meetings and all resolutions of the directors, committees of directors and shareholders of the Corporation and InnoCan Israel and all such meetings were duly called and properly held and all consent resolutions were properly adopted;
- (cc) the books of account and other records of the Corporation and InnoCan Israel, whether of a financial or accounting nature or otherwise, have been maintained in accordance with prudent business practices;
- (dd) the information and statements set forth in the Public Record, as such relate to the Corporation, were true, correct and complete in all material respects and did not contain any misrepresentation as of the respective dates of such information or statements, the Public Record complies with Applicable Securities Laws in all material respects and no material change has occurred in relation to the Corporation or InnoCan Israel which is not disclosed in the Public Record;
- (ee) other than as provided for in this Agreement or as disclosed in the Prospectus, neither the Corporation nor InnoCan Israel have incurred any obligation or liability, contingent or otherwise, for brokerage fees, finders fees, commissions or other similar forms of compensation with respect to the transactions contemplated in this Agreement;
- (ff) other than as required under applicable law in Israel, there is presently no material plan in place for retirement bonus, pension benefits, unemployment benefits, deferred compensation, severance or termination pay, insurance, sick leave, disability, salary continuation, legal benefits, vacation or other employee incentives or compensation that is contributed to or required to be contributed to by the Corporation or InnoCan Israel for the benefit of any current or former director, officer, employee, consultant or partner of the Corporation or InnoCan Israel;
- (gg) indemnity agreements entered into between the directors and officers of the Corporation and InnoCan Israel, each of the Corporation and InnoCan Israel is not a party to or bound by any agreement of guarantee, indemnification or any other like commitment of the obligations, liabilities (contingent or otherwise) of indebtedness of any other person;
- (hh) no officer, director, employee, partner or any other person not dealing at arm's length with the Corporation or InnoCan Israel, any associate or affiliate of any such person, owns, has or is entitled to any royalty or any other encumbrances or claims of any nature whatsoever on the properties or other assets of the Corporation or InnoCan Israel or any revenue or rights attributed thereto;
- (ii) except as disclosed in the Prospectus, neither the Corporation, InnoCan Israel, nor any of the holders of their respective securities is a party to any shareholders agreement, escrow agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of the Corporation or InnoCan Israel;
- (jj) to the knowledge of the Corporation, neither the Corporation nor InnoCan Israel have entered into any agreements or made any covenants with any parties, including without limitation any rights of first refusal, that would restrict the Corporation from entering into this Agreement, or that would restrict the Corporation and InnoCan Israel from entering into the Share Exchange Agreement and SEA Supplement, or issuing any of the securities

contemplated in connection with the Share Exchange Agreement and SEA Supplement and the closing of the Offering;

- (kk) each of the Corporation and InnoCan Israel has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules and regulations and, in particular, all applicable licensing, permitting and other regulatory requirements relating to the research, development and production of the products of InnoCan Israel, environmental legislation, regulations or by-laws or other lawful requirement of any governmental or regulatory bodies applicable to it of each jurisdiction in which it carries on business and holds all licenses, registrations and qualifications in all jurisdictions in which it carries on business which are necessary or desirable to carry on the business as now conducted and all such licenses, registrations or qualifications are valid and existing and in good standing and none of such licenses, registrations or qualifications contain any burdensome term, provision, condition or limitation which has or is likely to have any material adverse effect on the business of the Corporation, as now conducted or as proposed to be conducted and the Corporation is not aware of any legislation, regulation, rule or lawful requirements presently in force or proposed to be brought into force which the Corporation or InnoCan Israel anticipates the Corporation or InnoCan Israel will be unable to comply with without materially adversely affecting the Corporation or InnoCan Israel;
- (ll) the Corporation and InnoCan Israel are not aware of any present or reasonably foreseeable circumstance, or legislation, regulation, rule or lawful requirements presently in force or proposed to be brought into force which the Corporation or InnoCan Israel anticipates its third party research and development, testing, production or manufacturing contractors will be unable to comply with, without materially adversely affecting the Corporation or InnoCan Israel;
- (mm) the Corporation and InnoCan Israel are not aware of any present or reasonably foreseeable circumstance, or legislation, regulation, rule or lawful requirements presently in force or proposed to be brought into force which the Corporation or InnoCan Israel anticipates Yissum would be unable to comply with, without materially adversely affecting the Corporation or InnoCan Israel or the rights InnoCan Israel provided for under the Yissum Agreement, and the Corporation and InnoCan Israel are not aware of any other present or reasonably foreseeable circumstance which would prevent InnoCan Israel from exercising the option under the Yissum agreement or from otherwise licensing the results therefrom;
- (nn) each of the Corporation and InnoCan Israel is in compliance with all its material obligations, covenants and terms contained in any banking, mortgage or other financing agreements which it is a party to;
- (oo) no authorization, approval or consent of any court or governmental authority or agency is required to be obtained by the Corporation in connection with the sale and delivery of the Units hereunder, except such as may be required under Applicable Securities Laws;
- (pp) the Transfer Agent, at its principal offices in the City of Calgary, in the Province of Alberta is the duly appointed registrar and transfer agent for the Common Shares;
- (qq) the Corporation, or, as applicable, InnoCan Israel, are in material compliance with the terms of the Yissum Agreement, Material Agreements and the Solsken Agreements and the Corporation is not aware of any default or breach of a material nature under the Yissum

Agreement or any of such Material Agreements or Solsken Agreements by any other party thereto;

- (rr) as of the Closing Time, the Corporation or InnoCan Israel, as applicable, will own or possess all licenses or rights necessary to use all of the Intellectual Property as currently used in the business of the Corporation and InnoCan Israel, as applicable, including with respect to Intellectual Property licensed by InnoCan Israel pursuant to the Solsken Agreements or the Yissum Agreement. To the knowledge of the Corporation, the conduct of the business of the Corporation and InnoCan Israel does not infringe upon the intellectual property rights, domestic or foreign, of any other person. To the knowledge of the Corporation, there exists no claims of any infringement or breach of any intellectual property rights of any other person, and neither the Corporation nor InnoCan Israel have received any notice that the conduct of their respective businesses, including the use of the Intellectual Property, infringes upon or breaches any intellectual property rights of any other person, or the trade secrets, know-how or confidential or proprietary information of any other person. To the knowledge of the Corporation, there exists no infringement or violation by any other person of any of the rights of the Corporation or InnoCan Israel in the Intellectual Property of the Corporation or InnoCan Israel, as applicable, nor does there exist any state of facts which casts doubt on the validity or enforceability of any of the Intellectual Property of the Corporation or InnoCan Israel, as applicable;
- (ss) neither the Corporation nor InnoCan Israel have become aware of any circumstance which would reasonably be expected to create an infringement or violation by any other person of any of the rights of Yissum or Solsken in the Intellectual Property created under the Yissum Agreement or Solsken Agreements;
- (tt) any and all operations of the Corporation and InnoCan Israel and, to the knowledge of the Corporation, any and all operations by third parties and subcontractors, on or in respect of the research and development conducted by InnoCan Israel, have been conducted in accordance with all regulatory requirements and good industry practices and in material compliance with applicable laws, rules, regulations, orders and directions of governmental and other competent authorities; and
- (uu) the responses given by the Corporation and its directors, officers, as applicable, in the Due Diligence Sessions held prior to the date of this Agreement were true and correct in all material respects where they relate to matters of fact, and the Corporation and its directors, officers, as applicable, have responded in as thorough and complete fashion as possible, having regard to the nature of the questions and the time period that existed to address the due diligence questions and provide responses. Where the responses reflect the opinion or view of the Corporation or its directors, officers, as applicable, such opinions or views were honestly held at the time they were given.

7. Conditions

The obligations of the Agent hereunder shall be conditional upon the Agent receiving on or prior to the Closing Date:

- (a) a legal opinion of the Corporation's Canadian Counsel addressed to the Agent in form and substance reasonably satisfactory to the Agent and Agent's counsel, with respect to such matters as the Agent may reasonably request relating to the Offering, including, without limitation, that:

- (i) the Corporation has been duly incorporated and is valid and subsisting under the laws of Canada, and the Corporation has all requisite power and authority to carry on its business as now conducted by it;
- (ii) the form and terms of the certificates representing the Common Shares, Warrants and Agent's Warrants have been approved and adopted and comply with all legal requirements relating thereto;
- (iii) the Corporation has full corporate power and authority to enter into this Agreement, the Share Exchange Agreement, SEA Supplement, the Warrant Indenture, and Agent's Warrant Certificate and to perform its obligations set out herein and therein and this Agreement, the Share Exchange Agreement, the SEA Supplement, the Warrant Indenture and the Agent's Warrant Certificates have been duly authorized, executed and delivered by the Corporation and constitute legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, except that the validity, binding effect and enforceability of the terms of the agreements are subject to the qualification that such validity, binding effect and enforceability may be limited by: (i) applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, being available only in the discretion of the applicable court; (iii) the statutory and inherent powers of a court to grant relief from forfeiture, to stay execution of proceedings before it and to stay executions on judgments; (iv) the applicable laws regarding limitations of actions; (v) enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court; (vi) enforceability of the provisions exculpating a party from liability or duty otherwise owned by them may be limited under applicable law; and (vii) the rights to indemnity, contribution and waiver under the documents which may be limited or unavailable under applicable law;
- (iv) the execution and delivery of this Agreement, the Share Exchange Agreement, the Warrant Indenture and the Agent's Warrant Certificate and the fulfillment of the terms thereof and hereof by the Corporation, and the performance of and compliance with the terms of this Agreement, the Share Exchange Agreement, the SEA Supplement, the Warrant Indenture and the Agent's Warrant Certificate by the Corporation, does not and will not result in a breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under: (a) any applicable laws of Alberta applicable therein; (b) any term or provision of the articles, by-laws or other constating documents of the Corporation; and (c) of which counsel is aware, any resolutions of the shareholders or directors (or any committee thereof) of the Corporation;
- (v) the Unit Shares have been duly authorized and when issued in accordance with the terms hereof, will be validly issued as fully paid and non-assessable Common Shares. The Warrant Shares issuable upon exercise of the Warrants when issued in accordance with the Warrant Indenture will be validly issued as fully paid and non-assessable Common Shares. The Agent's Warrant Shares, when issued in

accordance with the terms of the Agent's Warrant Certificate will be validly issued as fully paid and non-assessable Common Shares;

- (vi) the Corporation has the necessary power and authority to execute and deliver the Prospectuses and all necessary action has been taken by the Corporation to authorize the execution and delivery by it of the Prospectuses and the filing thereof, as the case may be, in each of the Offering Jurisdictions in accordance with the Applicable Securities Laws;
- (vii) all necessary documents will have been filed, all necessary proceedings will have been taken and all legal requirements will have been fulfilled as required under the Applicable Securities Laws of each of the Offering Provinces in order to qualify the Units for distribution in each of such Offering Provinces;
- (viii) all necessary documents will have been filed, all necessary proceedings will have been taken and all legal requirements will have been fulfilled as required under the Applicable Securities Laws in order to qualify the Agent's Warrants for distribution;
- (ix) no prospectus will be required to be filed, no filing or proceeding will be required to be made or taken and no permit, approval, consent or authorization will be required to be obtained under Applicable Securities Laws in connection with the first trade in the Offering Provinces by the Agent of the Agent's Warrant Shares through brokers or dealers properly registered under the Applicable Securities Laws who comply with Applicable Securities Laws provided that:
 - (A) the trade is not a "control distribution" as defined in National Instrument 45-102 - *Resale of Securities* ("NI 45-102"); and
 - (B) the Corporation is a "reporting issuer" for the purposes of NI 45-102 at the time of the trade;
- (x) the Unit Shares, Warrant Shares, and Agent's Warrant Shares are conditionally listed and, upon notification to the Exchange of the issuance and sale thereof, will be posted for trading on the Exchange;
- (xi) the Transfer Agent, at its principal office in Calgary has been duly appointed as the transfer agent and registrar for the Common Shares; and
- (xii) the eligibility of the Unit Shares and Warrants as an investment by Registered Retirement Savings Plans or similar tax plans;

and additionally, relating to the authorized and issued capital of the Corporation and as to all other legal matters, including compliance with the laws of Alberta and Applicable Securities Laws of the Offering Provinces, in any way connected with the disclosure of the Corporation in the Prospectuses and the distribution of the Units, as the Agent may reasonably request.

It is understood that the Corporation's Canadian Counsel may rely on the opinions of local counsel acceptable to them as to matters governed by the laws of jurisdictions other than

the jurisdiction of residence of such counsel and on certificates of officers of the Corporation, the Transfer Agent and the Auditors as to relevant matters of fact;

- (b) a legal opinion from InnoCan Israel's Counsel addressed to the Agent in form and substance reasonably satisfactory to the Agent and Agent's counsel, with respect to such matters as the Agent may reasonably request relating to InnoCan Israel, including, without limitation, that:
- (i) InnoCan Israel has been duly incorporated and is valid and subsisting under the laws of Israel, and InnoCan Israel has all requisite power and authority to carry on its business as now conducted by it;
 - (ii) InnoCan Israel has full corporate power and authority to enter into this Agreement and to perform its obligations set out herein and this Agreement has been duly authorized, executed and delivered by InnoCan Israel and constitutes legal, valid and binding obligations of InnoCan Israel enforceable against InnoCan Israel in accordance with its terms, except that the validity, binding effect and enforceability of the terms of agreements and documents are subject to the qualification that such validity, binding effect and enforceability may be limited by: (i) applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, being available only in the discretion of the applicable court; (iii) the statutory and inherent powers of a court to grant relief from forfeiture, to stay execution of proceedings before it and to stay executions on judgments; (iv) the applicable laws regarding limitations of actions; (v) enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court; (vi) enforceability of the provisions exculpating a party from liability or duty otherwise owed by them may be limited under applicable law; and (vii) the rights to indemnity, contribution and waiver under the documents which may be limited or unavailable under applicable law; and
 - (iii) InnoCan Israel has full corporate power and authority to enter into the Material Agreements (to which it is a party), Solsken Agreements (to which it is a party), Yissum Agreement, Share Exchange Agreement and SEA Supplement and to perform its obligations set out therein and the Material Agreements (to which it is a party), Solsken Agreements (to which it is a party), Yissum Agreement, Share Exchange Agreement and SEA Supplement have been duly authorized, executed and delivered by InnoCan Israel and constitutes its legal, valid and binding obligations of InnoCan Israel enforceable against InnoCan Israel in accordance with its terms;
 - (iv) the execution and delivery of this Agreement, the Material Agreements, the Share Exchange Agreement, the SEA Supplement, the Solsken Agreements (to which it is a party) and the Yissum Agreement and the fulfillment of the terms hereof and thereof by InnoCan Israel, and the performance of and compliance with the terms of this Agreement, the Share Exchange Agreement, the SEA Supplement, the Solsken Agreements (to which it is a party) and the Yissum Agreement by InnoCan Israel, does not and will not result in a breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse

of time or both, will result in a breach of or constitute a default under: (a) any laws of Israel applicable therein; (b) any term or provision of the articles, by-laws or other constating documents of InnoCan Israel; (c) of which counsel is aware, any resolutions of the shareholders or directors (or any committee thereof) of InnoCan Israel; (d) of which counsel is aware, any indenture, mortgage, note, contract, agreement (written or oral), instrument, lease or other document to which InnoCan Israel is a party or by which it is bound; or (e) of which counsel is aware, any judgment, decree or order, of any court, governmental agency or body or regulatory authority having jurisdiction over or binding InnoCan Israel or its properties or assets;

- (c) a certificate of each of the Corporation and InnoCan Israel dated the Closing Date, addressed to the Agent and signed on the behalf of each respective entity by its Chief Executive Officer and Chief Financial Officer or such other officers or directors of the Corporation or InnoCan Israel satisfactory to the Agent, acting reasonably, certifying that:
 - (i) the Corporation / InnoCan Israel (as applicable) has complied with and satisfied all terms and conditions of this Agreement and the Corporation / InnoCan Israel (as applicable) has complied with and satisfied all terms and conditions of the Material Agreements on its part to be complied with or satisfied at or prior to the Closing Time other than those which have been waived by the Agent;
 - (ii) the representations and warranties of the Corporation and InnoCan Israel set forth in this Agreement are true and correct at the Closing Time, as if made at such time;
 - (iii) no event of any nature referred to in subparagraphs 12(a), (b), or (f) has occurred or to the knowledge of such officers is pending, contemplated or threatened, except in the case where the Corporation / InnoCan Israel (as applicable) has consulted with the Agent pursuant to subparagraph 4(a);
 - (iv) the Corporation / InnoCan Israel (as applicable) has made and/or obtained, on or prior to the Closing Time, all necessary filings, approvals, consents and acceptances under Applicable Securities Laws, and under any applicable agreement or document to which the Corporation / InnoCan Israel (as applicable) is a party or by which it is bound in respect of the execution and delivery of this Agreement, for the Offering and the consummation of the other transactions contemplated hereby, subject to the completion of filings with the Securities Commissions following the Closing Date;
- (d) evidence satisfactory to the Agent that the Common Shares have been conditionally listed on the Exchange, and shall be posted for trading as at the opening of business on the Closing Date or such other date as the Corporation, InnoCan Israel and the Agent may agree;
- (e) an executed Warrant Indenture by the Corporation and the Warrant Agent in form and substance satisfactory to the Agent, acting reasonably;
- (f) evidence satisfactory to the Agent, acting reasonably, that the Share Exchange has been completed or that all conditions necessary to complete the Share Exchange pursuant to the Share Exchange Agreement have been satisfied or waived, which evidence shall include, if requested by an Agent, a certificate of each of the Corporation and InnoCan Israel dated the

Closing Date, addressed to the Agent and signed on behalf of the respective entity behalf by its Chief Executive Officer, confirming the conditions of the Share Exchange Agreement have been satisfied or waived (which may be included in the certificate described under Section 7(b) of this Agreement);

- (g) evidence that the Corporation is a "reporting issuer" in each of the Offering Jurisdictions and is not included on a list of defaulting reporting issuers maintained by the Securities Commissions where such a list is maintained; and
- (h) such other certificates and documents as the Agent may request, acting reasonably.

The foregoing conditions are for the sole benefit of the Agent and may be waived in whole or in part by the Agent at any time and without limitation, and the Agent shall have the right, if any of the foregoing conditions are not met, on behalf of potential subscribers, to withdraw all Subscriptions Agreements delivered and not previously accepted by the Corporation or withdrawn or rescinded by such persons. If any of the foregoing conditions are not met or waived on or before the Closing Date, the Agent may terminate their obligations under this Agreement without prejudice to any other remedies they may have.

8. Closing

The closing of the issue and sale of the Units shall be completed at the Closing Time at the offices of the Corporation's Canadian Counsel in Calgary, Alberta or at such other place as the Corporation and the Agent may agree. Subject to the conditions set forth in paragraph 7, the Agent, on the Closing Date, shall deliver to the Corporation the net proceeds from the sale of the Units, less the amount payable in paragraph 9, either directly or indirectly by way of certified cheque, bank draft or wire transfer against delivery by the Corporation of:

- (a) definitive certificates representing, in the aggregate, all of the Unit Shares and Warrants subscribed for registered in such name(s) as directed by the Agent;
- (b) definitive certificate(s) representing the Agent's Warrants registered in such name(s) as directed by the Agent; and
- (c) such further documentation as may be contemplated by this Agreement or that may reasonably be requested by the Agent.

Notwithstanding the foregoing, the Corporation may issue all or part of the Unit Shares and Warrants as a book-entry only security in accordance with the rules and procedures of CDS Clearing and Depository Services Inc. ("CDS"), then, as an alternative to the Corporation delivering to the Agent definitive certificates representing the Unit Shares and Warrants in the manner and at the times set forth above:

- (a) the Agent will provide a direction to CDS with respect to the crediting of the Unit Shares and Warrants to the accounts of the participants of CDS as shall be designated by the Agent in writing in sufficient time prior to the Closing Date to permit such crediting; and
- (b) the Corporation shall cause the Transfer Agent to electronically deposit all of the Unit Shares and Warrants purchased pursuant to the Offering pursuant to the non-certificated issue system maintained by CDS in the name of "CDS & Co." to be held by CDS as book-entry only securities in accordance with the rules and procedures of CDS.

9. Fees

In consideration for the Agent's services hereunder:

- (a) the Corporation has paid to the Agent a non-refundable cash fee of CAD25,000 plus applicable Sales Tax (the "**Corporate Finance Fee**"). The Corporation has also paid a deposit to the Agent in the amount of CAD25,000 (the "**Deposit**") to be applied against the Agent's reasonable out-of-pocket expenses and the fees, charges and expenses of the Agent's counsel;
- (b) if the Minimum Offering does not occur, the Agent shall retain the CAD25,000 paid towards the Corporate Finance Fee and shall apply the Deposit against the Agent's reasonable out-of-pocket expenses and the fees, charges and expenses of the Agent's counsel. If the Agent's reasonable out-of-pocket expenses and the fees, charges and expenses of the Agent's counsel are less than the Deposit, any amount of the Deposit remaining shall be returned forthwith to the Corporation by the Agent or the Agent's counsel, without interest or further deduction. If the Agent's reasonable out-of-pocket expenses and the fees, charges and expenses of the Agent's counsel exceed the Deposit, the Corporation shall immediately pay such excess upon invoice by the Agent or Agent's counsel, as the case may be; or
- (c) if closing of the Minimum Offering does occur:
 - (i) the Agent shall apply the Deposit at the Closing Time against the expenses of the Agent and the fees, charges and expenses of the Agent's counsel, and the Corporation will pay the expenses of the Agent and the fees, charges and expenses of the Agent's counsel in excess of the Deposit at the Closing Time by the Agent deducting such amount from the gross proceeds of the Offering to be paid by the Agent to the Corporation at the Closing Time pursuant to paragraph 8;
 - (ii) the Corporation shall pay to the Agent the Agent's Fee at the Closing Time by the Agent deducting such amount from the gross proceeds of the Offering to be paid by the Agent to the Corporation at the Closing Time pursuant to paragraph 8; and
 - (iii) the Corporation shall create and issue to the Agent, or as directed by the Agent, the Agent's Warrants at the Closing Time.

10. Expenses

Whether or not the transactions contemplated herein shall be completed, all reasonable costs and expenses of or incidental to the distribution of the Units shall be borne by the Corporation, including, without limitation, all costs and expenses of or incidental to the distribution of the Units, and the preparation, filing and reproduction of the Prospectuses and Supplementary Material, the fees and expenses of the Corporation's Canadian Counsel, the fees and expenses of the Auditors, and all other reasonable costs and expenses relating to this transaction.

11. Waiver

The Agent may waive in whole or in part any breach of, default under or non-compliance with any representation, warranty, covenant, term or condition hereof, or extend the time for compliance therewith, without prejudice to any of their rights in respect of any other representation, warranty, covenant, term or

condition hereof or any other breach of, default under or non-compliance with any other representation, warranty, covenant, term or condition hereof, provided that any such waiver or extension shall be binding on the Agent only if the same is in writing and signed by the Agent.

12. Termination Events

The Agent may, without liability, terminate its obligations hereunder, by written notice to the Corporation, in the event that after the date hereof and at or prior to the Closing Time:

- (a) any order to cease or suspend trading in any securities of the Corporation, or prohibiting or restricting the distribution of the Securities is made, or proceedings are announced or commenced for the making of any such order, by the Securities Commissions, any other securities commissions or similar regulatory authority, or the Exchange, and has not been rescinded, revoked or withdrawn;
- (b) any inquiry, investigation (whether formal or informal) or other proceeding in relation to the Corporation or InnoCan Israel, or any of their directors or senior officers is announced or commenced by the Securities Commissions, any other securities commission or similar regulatory authority, or the Exchange, if, in the opinion of the Agent acting reasonably, the announcement or commencement materially adversely affects the trading or distribution of the Units;
- (c) there is any change of law or the interpretation or administration thereof, including without limitation the taxation laws, if, in the opinion of the Agent acting reasonably, the change materially adversely affects the trading or distribution of the Units;
- (d) there should develop, occur, come into effect or existence or be announced any event, action, state, condition or major financial occurrence of national or international consequence or any law or regulation which in the opinion of the Agent, acting reasonably, materially adversely affects, or involves, or will materially adversely affect or involve, the financial markets, the commodity markets or the business or affairs of the Corporation and InnoCan Israel, or the state of the financial markets is such that in the reasonable opinion of the Agent, acting reasonably, the Units cannot be profitably marketed;
- (e) there should occur or be discovered any material change, change of a material fact, occurrence or event of the nature referred to in subparagraph 4(a) which, in the opinion of the Agent, acting reasonably, would reasonably be expected to have a material adverse effect on the market price or value of the Units;
- (f) the Corporation and InnoCan Israel shall be in breach of, default under or non-compliance with any material representation, warranty, term or condition of this Agreement or the other Material Agreements, Solsken Agreements or Yissum Agreement; or
- (g) as a result of investigations after the effective date hereof, the Agent determines that there exists any fact, information or circumstances not generally disclosed to the public by the Corporation or InnoCan Israel, at the date hereof, which would have, in the opinion of the Agent acting reasonably, a material adverse effect on the market price or value of the Units.

13. Continuation of Termination Right

The Agent may exercise any or all of the rights provided for in paragraphs 7, 11 or 12 up to the Closing Time notwithstanding any material change, change, event or state of facts and notwithstanding any act or thing taken or done by the Agent or any inaction by the Agent, whether before or after the occurrence of any material change, change, event or state of facts including, without limitation, any act of the Agent related to the Offering or continued Offering of the Units for sale and the Agent shall only be considered to have waived or be estopped from exercising or relying upon any of its rights under or pursuant to paragraphs 7, 11 or 12 if such waiver or estoppel is in writing and specifically waives or estops such exercise or reliance.

14. Exercise of Termination Right

Any termination pursuant to the terms of this Agreement shall be effected by notice in writing delivered to the Corporation, provided that no termination shall discharge or otherwise affect any obligations of the Corporation under paragraphs 9, 10, 14, 15, 16, 17 or 18. The rights of the Agent to terminate its obligation hereunder are in addition to, and without prejudice to, any other remedies they may have.

15. Survival

All representations, warranties, terms and conditions herein or contained in certificates or documents submitted pursuant to or in connection with the transactions contemplated herein shall survive the payment by the Agent for the Units, the termination of this Agreement and the distribution of the Units and shall continue in full force and effect for the benefit of the Agent regardless of any investigation by or on behalf of the Agent with respect thereto.

16. Indemnity

The Corporation and InnoCan Israel shall indemnify and save each of the Indemnified Persons harmless against and from all liabilities, claims, demands, losses (other than losses of profit in connection with the distribution of the Units), costs, damages and expenses to which any of the Indemnified Persons may be subject or which any of the Indemnified Persons may suffer or incur, whether under the provisions of any statute or otherwise, in any way caused by, or arising directly or indirectly from or in consequence of:

- (a) any information or statement contained in the Public Record (other than any information or statement relating solely to the Agent and furnished to the Corporation by the Agent in writing expressly for inclusion in the Public Record), which is at the applicable time or is alleged to be untrue or any omission or alleged omission to provide any information or state any fact the omission of which makes or is alleged to make any such information or statement untrue or misleading in light of the circumstances in which it was made;
- (b) any misrepresentation or alleged misrepresentation contained in the Prospectuses (except a misrepresentation which is based upon information relating solely to the Agent and furnished to the Corporation by the Agent in writing expressly for inclusion in the Prospectuses);
- (c) any prohibition or restriction on trading in the securities of the Corporation or InnoCan Israel or any prohibition or restriction affecting the distribution of the Units imposed by

any competent authority if such prohibition or restriction is based on any misrepresentation or alleged misrepresentation of a kind referred to in subparagraph 16(b);

- (d) any order made or any inquiry, investigation (whether formal or informal) or other proceeding commenced or threatened by any one or more competent authorities (not based upon the activities or the alleged activities of the Agent or sub-agents, if any) relating to or materially affecting the trading or distribution of the Units;
- (e) any breach of, default under or non-compliance by the Corporation or InnoCan Israel with any representation, warranty, term or condition of this Agreement or the Material Agreements, any requirement of Applicable Securities Laws; or
- (f) the exercise by any subscriber or permitted assignee of a subscriber, of any contractual, statutory or common law right of rescission or damages in connection with the purchase of the Units, including without limitation any right of rescission or damages granted pursuant to the Prospectuses, provided that this indemnity shall not apply if the rescission or damage arises out of, or is based upon a misrepresentation made by the Agent or the failure of the Agent to deliver the Prospectuses or Supplementary Material within the time required under Applicable Securities Laws.

Provided that in the event and to the extent that a court of competent jurisdiction in a final judgment from which no appeal can be made or a regulatory authority in a final ruling from which no appeal can be made shall determine that such claims, demands, actions, suits, investigations and proceedings and all losses (other than loss of profits), costs, expenses, fees, damages, obligations, payments and liabilities resulted solely from the fraud or willful misconduct of any Indemnified Person (or any such Indemnified Person's affiliates, shareholders, directors, officers, partners, employees or Agent), claiming indemnity, this indemnity shall cease to apply.

The Corporation and InnoCan Israel hereby waive their right to recover contribution from the Agent and any Indemnified Persons with respect to any liability of the Corporation or InnoCan Israel by reason of or arising out of any misrepresentation in the Public Record, including without limitation the Prospectuses or the Supplementary Material provided, however, that such waiver shall not apply in respect of liability caused or incurred by reason of or arising out of: (i) any misrepresentation which is based upon information relating solely to the Agent contained in such document and furnished to the Corporation by the Agent expressly for inclusion in such document; (ii) any failure by the Agent to provide to prospective purchasers of Units any document which the Corporation or InnoCan Israel is required to provide to such prospective purchasers and which the Corporation has provided to the Agent; or (iii) any fraud or willful misconduct of the Agent or Indemnified Persons.

The Corporation and InnoCan Israel agree that in case any legal proceedings or investigation shall be brought against or initiated against the Corporation or InnoCan Israel by any governmental commission, regulatory authority, exchange, court or other authority with respect to the offering of Units hereunder and an Indemnified Person or other representative of the Agent shall be required to testify or respond to procedures designed to discover information regarding, in connection with or relating to the performance of professional services rendered to the Corporation and InnoCan Israel by the Agent, the Corporation and InnoCan Israel shall pay the Agent the reasonable costs (including an amount to reimburse the Indemnified Person for the time spent by its personnel in connection therewith on a per diem basis and out of pocket expenses) in connection therewith, other than any legal proceeding or investigations relating to information or statements relating solely to the Agent, and furnished to the Corporation by the Agent expressly for inclusion in the Public Record.

17. Notice of Indemnity Claim

If any claim contemplated by paragraph 16 shall be asserted against any of the Indemnified Persons in respect of which indemnification is or might reasonably be considered to be provided for in such paragraph, such Indemnified Person shall notify the Corporation and InnoCan Israel as soon as reasonably practical of the nature of such claim and the Corporation and InnoCan Israel shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim, provided however, that the defence shall be through legal counsel selected by the Corporation and InnoCan Israel and acceptable to the Indemnified Person acting reasonably and that no admission of liability or settlement may be made by the Corporation or InnoCan Israel or the Indemnified Person without the prior written consent of the other, such consent not to be unreasonably withheld. The Indemnified Person shall have the right to retain its own counsel in any proceeding relating to a claim contemplated by paragraph 16 if:

- (a) the Indemnified Person has been advised by counsel that there may be a material legal defence available to the Indemnified Person which is different from or additional to a defence available to the Corporation or InnoCan Israel (in which case the Corporation and InnoCan Israel shall not have the right to assume the defence of such proceedings on the Indemnified Person's behalf);
- (b) the Corporation or InnoCan Israel shall not have taken the defence of such proceedings and employed counsel within ten days after notice of commencement of such proceedings; or
- (c) the employment of such counsel has been authorized by the Corporation or InnoCan Israel in connection with the defence of such proceeding;

and, in any such event, the reasonable fees and disbursements of such Indemnified Person's counsel shall be paid by the Corporation and InnoCan Israel; provided that the Corporation and InnoCan Israel shall not be obligated to pay fees and disbursements of more than one separate legal firm for all Indemnified Persons, as a group.

It is the intention of the Corporation and InnoCan Israel to constitute the Agent as trustee for the Indemnified Persons for the purposes of paragraphs 16 and 17 and the Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

18. Right of Contribution

In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Agreement is due in accordance with its terms but is (in whole or in part), for any reason, held by a court to be unavailable from the Corporation and InnoCan Israel, on grounds of policy or otherwise, each of the Corporation, InnoCan Israel and the party or parties seeking indemnification shall contribute to the aggregate liabilities, claims, demands, losses (other than losses of profit in connection with the distribution of the Units), costs, damages and expenses (or claims, actions, suits or proceedings in respect thereof) to which they may be subject or which they may suffer or incur:

- (a) in such proportion as is appropriate to reflect the relative benefit received by the Corporation and InnoCan Israel on the one hand and by the Agent on the other hand from the offering of the Units or any part thereof; or
- (b) if the allocation provided by subparagraph (a) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in subparagraph (a) above but also to reflect the relative fault of the party or parties seeking

indemnity, on the one hand, and the parties from whom indemnity is sought, on the other hand, in connection with the statement, omission, misrepresentation or alleged misrepresentation, order, inquiry, investigation or other matter or thing which resulted in such liabilities, claims, demands, losses, costs, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Corporation and InnoCan Israel, on the one hand, and the Agent, on the other hand, shall be deemed to be in the same proportion that the total proceeds of the Offering received by the Corporation and InnoCan Israel (net of fees but before deducting expenses) bear to the commission and fees received by the Agent.

The amount paid or payable by an Indemnified Person as a result of liabilities, claims, demands, losses (other than losses of profit in connection with the distribution of the Units), costs, damages and expenses (or claims, actions, suits or proceedings in respect thereof) referred to above shall, without limitation, include any legal or other expenses reasonably incurred by the Indemnified Person in connection with investigating or defending such liabilities, claims, demands, losses, costs, damages and expenses (or claims, actions, suits or proceedings in respect thereof), whether or not resulting in any action, suit, proceeding or claim.

The Corporation and InnoCan Israel agree that it would not be just and equitable if contributions pursuant to this Agreement were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraphs. The rights to contribution provided in this paragraph 18 shall be in addition to, and without prejudice to, any other right to contribution which the Agent may have.

Any liability of the Agent or Indemnified Party under this paragraph 18 shall be limited to the amount actually received by the Agent pursuant to paragraph 9.

19. Notices

Any notice or other communication to be given hereunder shall, in the case of notice to be given to the Corporation be addressed to:

InnoCan Pharma Corporation
10 Hamenofim Street
Herzliya, Israel, 4672561
Attention: Iris Bincovich
Email: irisb@innocanpharma.com

and a copy to:

Burnet, Duckworth & Palmer LLP
2400, 525 - 8th Avenue S.W.
Calgary, AB T2P 1G1
Attention: Mr. Daryl S. Fridhandler, Q.C.
Email: dsf@bdplaw.com

and in the case of notice to be given to InnoCan Israel, addressed to:

InnoCan Pharma Ltd.
10 Hamenofim Street
Herzliya, Israel, 4672561
Attention: Iris Bincovich

Email: irisb@innocanpharma.com

and a copy to: Eyal Flom
BSR, 9 Metzada St. Bnei Brak, Israel
Email : eyal@flom.co.il

and in the case of notice to be given to the Agent, addressed to:

Leede Jones Gable Inc.
Suite 1800, 1140 West Pender Street
Vancouver, BC V6E 4G1
Attention: Mr. Richard H. Carter
[redacted] [confidential email redacted]

and a copy to: Burstall LLP
Barristers and Solicitors
1600, 333 - 7th Avenue S.W.
Calgary, AB T2P 2Z2
Attention: Mr. V.E. Dale Burstall
Email: dale@burstall.com

or to such other address as the party may designate by notice given to the others. Each communication shall be personally delivered to the addressee or sent by email to the addressee, and:

- (a) a communication which is personally delivered shall, if delivered before 4:30 p.m. (local time) on a business day, be deemed to be given and received on that day and, in any other case be deemed to be given and received on the first business day following the day on which it is delivered; and
- (b) a communication which is sent by email transmission shall, if sent on a business day before 4:30 p.m. (local time), be deemed to be given and received on that day and, in any other case be deemed to be given and received on the first business day following the day on which it is sent.

20. Obligations of the Agent

The Corporation: (i) acknowledges and agrees that the Agent has certain statutory obligations as registrant under Applicable Securities Laws and in circumstances may have a fiduciary relationship with its clients; and (ii) consents to the Agent acting hereunder while continuing to act for its clients. To the extent that the Agent's statutory obligations as registrant under Applicable Securities Laws or fiduciary relationships with its clients conflicts with its obligations hereunder, the Agent shall be entitled to fulfill its statutory obligations as registrant under Applicable Securities Laws and its duties to its clients. Nothing in this Agreement shall be interpreted to prevent the Agent from fulfilling its statutory obligations as registrant under Applicable Securities Laws or to act as a fiduciary of its clients.

21. Severance

If one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

22. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each of the Agent and the Corporation irrevocably attorns to the jurisdiction of the courts of the Province of Alberta with respect to all matters arising out of this Agreement and the transactions contemplated herein.

23. Time of the Essence

Time shall be of the essence of this Agreement.

24. Counterpart Execution

This Agreement may be executed in one or more counterparts each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement. The parties hereto shall be entitled to rely on delivery of an electronic copy of this executed Agreement by email and such electronic copy shall be legally effective to create a valid and binding agreement.

25. Entire Agreement

It is understood that the terms and conditions of this Agreement supersede any previous verbal or written agreement between the Agent and the Corporation with respect to the issuance of the Securities by the Corporation.

[remainder of page intentionally left blank]

If the foregoing is in accordance with your understanding and is agreed to by you, please confirm your acceptance by signing the enclosed copies of this letter at the place indicated and returning same to Leede Jones Gable Inc.

LEEDE JONES GABLE INC.

Per: signed ("*Richard Carter*")
Senior Vice President, General Counsel &
Secretary

ACCEPTED AND AGREED as of the date of this Agreement.

INNOCAN PHARMA CORPORATION

Per: signed ("*Iris Bincovich*")
Chief Executive Officer

INNOCAN PHARMA LTD.

Per: signed ("*Iris Bincovich*")
Chief Executive Officer

SCHEDULE "A"

To an Agreement dated ●, 2019 between InnoCan Pharma Corporation (the "**Corporation**"), InnoCan Pharma Ltd., and Leede Jones Gable Inc. (the "**Agent**")

**THE AGENT'S WARRANTS REPRESENTED BY THIS CERTIFICATE
WILL BE VOID AND OF NO VALUE IF NOT EXERCISED
PRIOR TO 4:30 P.M. (CALGARY TIME) ON THE DATE THAT IS
TWENTY-FOUR (24) MONTHS FROM THE CLOSING DATE**

AGENT'S WARRANT CERTIFICATE

INNOCAN PHARMA CORPORATION

(Incorporated under the *Canada Business Corporations Act*)

AGENT'S
WARRANT
CERTIFICATE NO.

●

● AGENT'S WARRANTS entitling the holder to acquire, subject to adjustment, one (1) Unit for each whole Agent's Warrant represented hereby.

THIS IS TO CERTIFY THAT ● (the "**Warrantholder**") is entitled to acquire, for each Agent's Warrant represented hereby, in the manner and subject to the restrictions and adjustments set forth in the "Terms and Conditions of Agent's Warrants of InnoCan Pharma Corporation." appended as a Schedule hereto and forming a part hereof, at any time and from time to time until 4:30 p.m. (Calgary time) on the date that is twenty-four (24) months from the Closing Date (as defined in the Subscription Form attached hereto), one (1) fully paid and non-assessable common share ("**Common Share**") in the capital of InnoCan Pharma Corporation (the "**Corporation**") on payment to the Corporation of CAD0.18 per Common Share.

The Agent's Warrants represented by this certificate may only be exercised at the registered office of the Corporation from time to time in Calgary, Alberta (being 2400, 525 - 8th Avenue S.W. Calgary, AB T2P 1G1 as at the date hereof), upon surrender of this certificate with the Subscription Form attached hereto (or a separate notice in substantially the same form) duly completed and executed, and cash or a certified cheque or bank draft payable to or to the order of the Corporation, at par in Calgary, Alberta in immediately available funds, for the full purchase price of the Common Shares so subscribed for.

The Agent's Warrants represented by this certificate are subject to the "Terms and Conditions of Agent's Warrants of InnoCan Pharma Corporation" appended as a Schedule hereto and forming a part hereof.

[Signature page follows.]

IN WITNESS WHEREOF the Corporation has caused this certificate to be executed by a duly authorized director or officer.

DATED for reference this ● day of ●, 2019.

INNOCAN PHARMA CORPORATION

Per: _____

Iris Bincovich
Chief Executive Officer

*The Agent's Warrants represented hereby cannot be transferred
or otherwise disposed of by the holder to any person whatsoever.*

***IMPORTANT: SEE "TERMS AND CONDITIONS OF AGENT'S WARRANTS OF
INNOCAN PHARMA CORPORATION APPENDED AS A SCHEDULE HERETO***

SUBSCRIPTION FORM

TO: INNOCAN PHARMA CORPORATION

The undersigned holder of the within Agent's Warrants hereby irrevocably subscribes for _____ Common Shares (or such adjusted number of Common Shares or other securities to which such subscription entitles the undersigned in lieu thereof) in accordance with and subject to the provisions of this Agent's Warrant Certificate at the subscription price of CAD0.18 per Common Share for each one (1) Agent's Warrant exercised hereby, and encloses herewith cash or a certified cheque or bank draft payable to or to the order of InnoCan Pharma Corporation for the full subscription price for the Common Shares so subscribed for.

The Common Shares subscribed for are to be issued as follows:

Name: _____

Address in full: _____

Daytime Telephone Number: _____

Note: If further nominees are intended, please attach (and initial) a schedule providing these particulars.

DATED this _____ day of _____, 20__.

Signature Guaranteed

Signature of Warrantholder (to be the same as the name that appears on the face of this Agent's Warrant Certificate)

Name of Warrantholder (please print)

Address of Warrantholder (please print)

Instructions:

If the Subscription Form indicates that Common Shares are to be issued to a person or persons other than the registered holder of the Agent's Warrant Certificate, the signature of such Warrantholder on the Subscription Form must be guaranteed by an authorized officer of a chartered bank, trust company or an investment dealer who is a member of a recognized stock exchange, and the Warrantholder must pay any applicable transfer taxes or fees.

If the Subscription Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a judiciary or representative capacity, the Agent's Warrant Certificate must be accompanied by evidence of authority to sign satisfactory to the Corporation.

THE AGENT'S WARRANTS REPRESENTED HEREBY CANNOT BE TRANSFERRED OR OTHERWISE DISPOSED OF BY THE HOLDER TO ANY PERSON WHATSOEVER.

SCHEDULE TO AGENT'S WARRANT CERTIFICATE
TERMS AND CONDITIONS OF AGENT'S WARRANTS
OF INNOCAN PHARMA CORPORATION

Terms and Conditions attached to the Agent's Warrants issued by InnoCan Pharma Corporation and dated for reference ●, 2019.

ARTICLE 1
INTERPRETATION

1.1 Definitions

In these Terms and Conditions, unless there is something in the subject matter or context inconsistent therewith:

- (a) "**Agency Agreement**" means the agency agreement between the Corporation, InnoCan Pharma Ltd. and Leede Jones Gable Inc. dated ●, 2019;
- (b) "**Agent's Warrant Certificate**" means the certificate to which these Terms and Conditions are attached and of which these Terms and Conditions form a part;
- (c) "**Agent's Warrants**" means the warrants to acquire the Common Shares evidenced by the Agent's Warrant Certificate;
- (d) "**Auditors**" means Ziv Haft CPA (Israel), a BDO member firm, with offices at BDO House, 48 Menachem Begin Road, Tel Aviv or such other firm of chartered accountants that the Corporation may select;
- (e) "**Business Day**" means a day other than a Saturday, Sunday or any day on which banks are not open for business in Calgary, Alberta;
- (f) "**CAD**" means the lawful currency of the Canada;
- (g) "**Closing Date**" has the meaning ascribed thereto in the Agency Agreement;
- (h) "**Common Shares**" means the common shares in the capital of the Corporation as such shares existed on the Closing Date, subject to adjustment as provided herein;
- (i) "**Corporation**" means InnoCan Pharma Corporation and its successors;
- (j) "**dividends paid in the ordinary course**" means any dividends, whether in cash, in securities of the Corporation, in specie, in kind or otherwise in property or other assets, declared payable or paid on the Common Shares in any fiscal year of the Corporation to the extent that the aggregate of such cash dividends or the fair market value thereof, as bona fide determined by the directors of the Corporation, of such dividends in securities, in specie, in kind or otherwise in property or other assets declared and payable or paid from the beginning of the fiscal year of the Corporation in which such dividend is declared to the date of such declaration of such dividend, including in such calculation the dividend in question, does not exceed the retained earnings of the Corporation as at the date of declaration of such dividends;

- (k) **"Exchange"** means, if the Common Shares are listed on a stock exchange, that stock exchange, and if the Common Shares are listed on more than one stock exchange, the senior stock exchange on which the Common Shares are listed;
- (l) **"Exercise Price"** means the price of CAD0.18 per Common Share, expressed in lawful money of Canada, or such lesser price as may be determined in accordance with Section 5.2 subject to adjustment as provided herein;
- (m) **"Expiry Time"** means 4:30 p.m. (Calgary time) on the date that is 24 months from the Closing Date or such other time as may be determined in accordance with Section 5.2;
- (n) **"Fair Value per Common Share"** means: (i) if the Common Shares are listed on a stock exchange, the volume weighted average trading price per Common Share for the twenty (20) trading days on the Exchange immediately preceding the date on which the value of a Common Share is assessed for the purposes hereof; and (ii) if the Common Shares are not listed on a stock exchange, the fair market value of a Common Share, as determined by the directors of the Corporation acting reasonably and in good faith, which determination shall be conclusive for all purposes of this Agent's Warrant Certificate;
- (o) **"herein"**, **"hereby"** and similar expressions refer to these Terms and Conditions, as the same may be amended or modified from time to time; and the expression "Article", "Section" and "subsection" followed by a number refer to the specified Article, Section or subsection of these Terms and Conditions;
- (p) **"person"** includes an individual, corporation, partnership, trustee or any unincorporated organization and words importing persons include individuals, corporations, partnerships, trustees and unincorporated organizations;
- (q) **"Purchase Price"** shall mean, for any exercise of Agent's Warrants, the aggregate consideration payable to the Corporation by the Warrantholder pursuant to Section 2.1 hereof, in an amount equal to the product of the Exercise Price applicable as at the date of exercise multiplied by the number of Agent's Warrants so exercised at such time;
- (r) **"Warrantholder"** means the registered holder of the Agent's Warrants; and

words importing the singular number include the plural and *vice versa* and words importing the masculine gender include the feminine and neuter genders. Capitalized terms not otherwise defined herein shall have the meaning set out in the Agency Agreement.

1.2 Interpretation Not Affected by Headings

The division of these Terms and Conditions into Articles, Sections and subsections, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 Applicable Law

These Terms and Conditions shall be construed in accordance with and the rights and obligations of the Warrantholder and the Corporation hereunder shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. The

Corporation and the Warrantholder attorn to the exclusive jurisdiction of the courts of the Province of Alberta in respect of all matters and disputes arising hereunder.

ARTICLE 2 EXERCISE OF AGENT'S WARRANTS

2.1 Method of Exercise

The right to subscribe for and purchase Common Shares hereunder may be exercised, prior to the Expiry Time, by the Warrantholder delivering to the Corporation at its principal office: (i) the Agent's Warrant Certificate with the Subscription Form attached hereto (or a separate notice in substantially the same form) duly completed and executed; and (ii) cash or a certified cheque or bank draft payable to or to the order of the Corporation, at par in Calgary, Alberta in immediately available funds, for the full amount of the Purchase Price, in lawful money of Canada. The Agent's Warrant Certificate and payment shall be deemed to be delivered only upon actual receipt of same by the Corporation.

2.2 Effect of Exercise

Upon delivery and payment as set forth in Section 2.1 above, the Common Shares subscribed for shall be issued as fully paid and non-assessable shares in the capital of the Corporation and the Warrantholder will become the holder of record of the Common Shares, effective as of the date of such delivery and payment, and within three (3) Business Days thereafter the Corporation will cause certificate(s) for the Common Shares purchased to be mailed to the Warrantholder, at the address set forth in the delivery instructions provided by the Warrantholder in the Subscription Form attached to the Agent's Warrant Certificate (or a separate notice in substantially the same form), or otherwise delivered to or to the order of the Warrantholder.

2.3 Partial Exercise

The Warrantholder may subscribe for and purchase a number of Common Shares that is less than the total number of Common Shares that the Warrantholder is entitled to subscribe for and purchase hereunder, in which event the Corporation shall cause a certificate representing the balance of the Agent's Warrants not exercised by the Warrantholder to be mailed to the Warrantholder at the address set forth in the delivery instructions provided by the Warrantholder in the Subscription Form attached to the Agent's Warrant Certificate (or a separate notice in substantially the same form), or otherwise delivered to or to the order of the Warrantholder.

2.4 Expiration

At the Expiry Time, all rights hereunder shall wholly cease and terminate and the Agent's Warrants shall be void and of no effect whatsoever.

2.5 Fractional Interests

The Corporation shall not be required to issue fractional Common Shares on the exercise of any Agent's Warrants. If more than one Agent's Warrant shall be presented by the Warrantholder for exercise at the same time, the number of full Common Shares issuable upon the exercise thereof will be computed on the basis of the aggregate number of Common Shares purchasable on exercise of the Agent's Warrants so presented. If any fraction of a Common Share would, except for the provisions of this Section 2.5, be issuable on the exercise of any Agent's Warrants, such fraction shall be deemed to be surrendered to the Corporation and cancelled without any payment therefor to the Warrantholder.

**ARTICLE 3
GENERAL**

3.1 Reservation of Sufficient Common Shares

For so long as the Agent's Warrants remain outstanding, the Corporation shall reserve and keep available for issue upon the exercise of the Agent's Warrants such number of authorized but unissued Common Shares in the capital of the Corporation as will be required to satisfy in full the rights of the Warrantholder pursuant to the Agent's Warrants to subscribe for and purchase Common Shares from the Corporation.

3.2 Additional Securities

Nothing contained herein shall be construed as preventing the Corporation from making any distribution of or otherwise issuing to any person, at any time and from time to time, additional Common Shares or securities convertible into Common Shares for such consideration and on such terms as may be approved by the board of directors of the Corporation in its sole discretion.

3.3 Lost, Stolen, Destroyed or Mutilated Agent's Warrant Certificates

Upon receipt of evidence satisfactory to the Corporation of the loss, theft, destruction or mutilation of any Agent's Warrant Certificate and, in the case of loss, theft or destruction, upon receipt of indemnity or security in an amount and form satisfactory to the Corporation, or, in the case of mutilation, upon surrender and cancellation of such Agent's Warrant Certificate, the Corporation will make and deliver, in lieu of such lost, stolen, destroyed or mutilated Agent's Warrant Certificate, a new Agent's Warrant Certificate of like tenor and representing the same number of Agent's Warrants. The Warrantholder shall pay the reasonable charges of the Corporation in connection with any such replacement.

3.4 Warrantholder Not a Shareholder

The Agent's Warrants represented hereby shall not constitute the Warrantholder a shareholder of the Corporation, nor entitle the Warrantholder to any right or interest (including, without limitation, any voting rights or rights to receive dividends or other distributions) as a shareholder of the Corporation. For greater certainty, the Agent's Warrants represented hereby shall not entitle the Warrantholder to any voting rights whatsoever in the affairs of the Corporation.

3.5 Notice to Regulatory Authorities

The Corporation may give notice of the issuance of any Common Shares pursuant to the exercise of Agent's Warrants, in such detail as may be required, to any stock exchange, securities commission or similar regulatory authority in Canada having jurisdiction in respect of such issuance.

3.6 Legends

If, at the time of the exercise of the Agent's Warrants, the Common Shares acquired thereby are subject to trading restrictions under applicable securities legislation, the Corporation may, on the advice of counsel, endorse the certificates representing such Common Shares to such effect.

3.7 Transfer Taxes

The Corporation shall pay any and all transfer taxes (if any) that may be payable in respect of the issuance or delivery of Common Shares upon the exercise of the Agent's Warrants; *provided, however, that* the Corporation shall not be required to pay any such tax or taxes that may be payable in respect of the issuance or delivery of any certificates for Common Shares issued upon the exercise of the Agent's Warrants in the name of a person or persons other than the Warrantholder.

ARTICLE 4 ADJUSTMENTS

4.1 Adjustment of Subscription Rights

- (a) The Exercise Price and the number of Common Shares purchasable upon the exercise of an Agent's Warrant shall be subject to adjustment from time to time as set forth in this Article 4 with respect to any fact or event described herein occurring after the Closing Date but prior to the Expiry Time. The adjustments provided for in this Article 4 are cumulative. Notwithstanding anything contained in this Article 4, any adjustment made pursuant to any provision of this Article 4 shall be made without duplication of an adjustment otherwise required by and made pursuant to another provision of this Article 4 on account of the same facts or events.
- (b) After any adjustment pursuant to this Article 4, the term "Common Shares" where used in this Agent's Warrant Certificate shall, unless the context requires otherwise, be interpreted to mean securities or other property that, as a result of all prior adjustments pursuant to this Article 4, the Warrantholder is entitled to receive upon the exercise of an Agent's Warrant, and the number of Common Share indicated in any subscription made pursuant to the exercise of Agent's Warrants shall be interpreted to mean the number of such securities or other property which, as a result of all prior adjustments pursuant to this Section, the Warrantholder is entitled to receive upon the exercise of Agent's Warrants entitling the holder thereof to subscribe for and purchase the number of Common Shares so indicated.

4.2 Stock Dividends, Subdivisions or Consolidations

- (a) If and whenever at any time after the Closing Date but prior to the Expiry Time, the Corporation shall: (i) subdivide, redivide or change its outstanding Common Shares into a greater number of shares; (ii) reduce, combine or consolidate its outstanding Common Shares into a smaller number of shares; or (iii) issue Common Shares or securities convertible into or exchangeable for Common Shares to the holders of all or substantially all of the outstanding Common Shares by way of a stock dividend other than a dividend paid in the ordinary course, then the Exercise Price in effect on the effective date of such subdivision, redivision, change, reduction, combination or consolidation or on the record date for such issue of Common Shares or securities convertible or exchangeable into Common Shares by way of a stock dividend, as the case may be, shall be adjusted immediately after such effective date or record date, as the case may be, so that it shall equal the price determined by multiplying the Exercise Price in effect on such date by a fraction of which the numerator shall be the total number of Common Shares outstanding immediately prior to such date and the denominator shall be the total number of Common Shares outstanding immediately after such date (including, in the case where securities convertible into or exchangeable for Common Shares are issued, the number of Common Shares that would have been outstanding had such securities been converted into or exchanged for Common Shares on such record date).

- (b) Any issue of Common Shares by way of a stock dividend as contemplated in this Section 4.2 shall be deemed to have been made on the record date for the stock dividend for the purpose of calculating the number of outstanding Common Shares, or securities convertible into Common Shares, under Sections 4.2, 4.3 and 4.4. To the extent that any securities convertible into or exchangeable for Common Shares are not converted into or exchanged for Common Shares prior to the expiration of the conversion or exchange right, the Exercise Price shall be readjusted effective as at the date of such expiration to the Exercise Price that would then be in effect based upon the number of Common Shares actually issued on the exercise of such conversion or exchange right.
- (c) Upon any adjustment of the Exercise Price pursuant to Section 4.2, the number of Common Shares purchasable under each Agent's Warrant shall contemporaneously be adjusted by multiplying the number of Common Shares theretofore purchasable on the exercise thereof by a fraction of which the numerator shall be the Exercise Price in effect immediately prior to such adjustment and the denominator shall be the Exercise Price resulting from such adjustment.

4.3 Rights Offerings

If and whenever at any time after the Closing Date but prior to the Expiry Time, the Corporation shall fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of its outstanding Common Shares entitling them, for a period expiring not more than forty-five (45) days after such record date, to subscribe for or purchase Common Shares (or securities convertible into or exchangeable for Common Shares) at a price per Common Share (or having a conversion or exchange price per Common Share) less than 95% of the Fair Value per Common Share on such record date, the Exercise Price in effect on such record date shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Exercise Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number arrived at by dividing the aggregate price of the total number of additional Common Shares offered for subscription or purchase (or the aggregate conversion or exchange price of the convertible securities so offered) by such Fair Value per Common Share, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the total number of additional Common Shares offered for subscription or purchase (or into which the convertible securities so offered are convertible or exchangeable). Common Shares owned by or held for the account of the Corporation shall be deemed not to be outstanding for the purpose of any such computation. To the extent that any such rights, options or warrants are not so issued or any such rights, options or warrants are not exercised prior to the expiration thereof, the Exercise Price shall be readjusted to the Exercise Price that would then be in effect if such record date had not been fixed or to the Exercise Price that would then be in effect based upon the number and aggregate price of Common Shares (or securities convertible into or exchangeable for Common Shares) actually issued upon the exercise of such rights, options or warrants, as the case may be.

4.4 Other Distributions

If and whenever at any time after the Closing Date but prior to the Expiry Time, the Corporation shall fix a record date for the making of a distribution to all or substantially all the holders of its outstanding Common Shares of: (i) shares of any class other than Common Shares (or other securities convertible into or exchangeable for Common Shares); (ii) rights, options or warrants (excluding rights, options or warrants referred to in Section 4.3, or rights, options or warrants referred to in Section 4.3 but exercisable at a price per Common Share (or having a conversion or exchange price per Common Share) that is at least 95% of the Fair Value per Common Share); (iii) evidences of its indebtedness; or (iv) assets (excluding assets distributed as dividends paid in the ordinary course or in the event of the liquidation, dissolution or winding-up of the Corporation); then, in each such case, the Exercise Price in effect on such record date shall be adjusted immediately after such record date so that it shall equal the price determined by

multiplying the Exercise Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Fair Value per Common Share on such record date, less the aggregate fair market value (as determined by the directors of the Corporation acting reasonably and in good faith, which determination shall be conclusive) of such shares or rights, options or warrants or evidences of indebtedness or assets so distributed, and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by the Fair Value per Common Share. Common Shares owned by or held for the account of the Corporation shall be deemed not to be outstanding for the purpose of any such computation. To the extent that such distribution is not so made, the Exercise Price shall be readjusted to the Exercise Price that would then be in effect based upon such shares or rights, options or warrants or evidences of indebtedness or assets actually distributed, as the case may be.

4.5 Reorganizations

If and whenever at any time after the Closing Date but prior to the Expiry Time, there is a reclassification of the Common Shares or a capital reorganization of the Corporation other than as described in Section 4.2 or a consolidation, amalgamation, arrangement, merger or other reorganization of the Corporation with or into any other body corporate, trust, partnership or other entity, or a sale or conveyance of the property and assets of the Corporation as an entirety or substantially as an entirety to any other body corporate, trust, partnership or other entity (any such event being hereinafter referred to as a "**Reorganization**"), the Warrantholder shall be entitled, for each Agent's Warrant still held at the effective date of the Reorganization, upon the exercise of such Agent's Warrant after the effective time, to receive, and shall thereupon be obligated to accept in lieu of the number of Common Shares then subscribed for by him but for the same aggregate consideration payable therefor, the number of shares or other securities of property of the Corporation or of the body corporate, trust, partnership or other entity resulting from such merger, amalgamation or consolidation, or to which such sale or conveyance may be made, as the case may be, that such Warrantholder would have been entitled to receive on the Reorganization if, on the record date or the effective date thereof, as the case may be, the Warrantholder had been the registered holder of the number of Common Shares so subscribed for. To give effect to or to evidence the provisions of this Section 4.5, the Corporation shall or shall impose upon its successor or such purchasing body corporate, partnership, trust or other entity, as the case may be, prior to or contemporaneously with any such Reorganization, an agreement or undertaking that provides, to the extent possible, for the application of the provisions of this Section 4.5 with respect to the rights and interests thereafter of the Warrantholder to the end that the provisions set forth in this Agent's Warrant shall thereafter correspondingly be made applicable, as nearly as may reasonably be, with respect to any shares, other securities or property to which the Warrantholder is entitled on the exercise of his purchase rights thereafter. Any agreement or undertaking entered into between the Corporation, any successor to the Corporation or such purchasing body corporate, partnership, trust or other entity shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided in this Article 4 and which shall apply to successive Reorganizations.

4.6 Exception

Notwithstanding anything contained herein, no adjustment in the number of Common Shares purchasable upon the exercise of an Agent's Warrant, or the Exercise Price thereof, shall be made in respect of any event or circumstance described in this Article 4 if the Warrantholder is entitled to participate in such event on the same terms, *mutatis mutandis*, as if the Warrantholder had exercised his Agent's Warrants on or before the effective date or record date of such event or circumstance.

4.7 Abandonment or Deferral

- (a) If the Corporation sets a record date as at which the holders of Common Shares are to be determined for the purposes of an event in respect of which an adjustment in the number of Common Shares purchasable upon the exercise of an Agent's Warrant, or the Exercise Price thereof, is required to be made under this Article 4 but legally abandons the event prior to completion thereof, then no adjustment in such number of Common Shares or the Exercise Price thereof shall be required by reason of the setting of such record date.
- (b) In any case where this Article 4 requires that an adjustment in the number of Common Shares purchasable upon the exercise of an Agent's Warrant, or the Exercise Price thereof, be made effective immediately after a record date for a specified event, the Corporation may elect to defer, until after the occurrence of the event, the issuance to the holder of any Agent's Warrant exercised after the record date, of the Common Shares issuable upon the exercise of the Agent's Warrant that are in excess of the Common Shares that the Warrantholder would thereupon be entitled to receive in the absence of the specified event; *provided, however*, that the Corporation shall deliver to the holder an appropriate instrument evidencing the holder's right to receive such additional Common Shares if and when the event requiring such adjustment in fact occurs.

4.8 Minimum Adjustment

No adjustment in the number of Common Shares purchasable upon the exercise of an Agent's Warrant shall be required under this Article 4 unless the adjustment would require an increase or decrease of at least one percent (1%) in such number of Common Shares; *provided, however, that* any adjustments which by reason of this Section 4.8 are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations made in this regard shall be made to the nearest one-tenth of a Common Share.

4.9 No Adjustments for Other Transactions or Events

For greater certainty, and notwithstanding anything contained herein, no adjustment to the terms of the Agent's Warrants shall be required under this Article 4 in the event of any one or more of the following:

- (a) the granting by the Corporation of options or other rights under any stock option plan, stock purchase plan, phantom stock plan, stock appreciation rights plan, or other deferred, share or incentive compensation plan to officers, directors, employees or consultants of the Corporation or its affiliates;
- (b) the issue by the Corporation of any Common Shares or other securities of the Corporation for valuable consideration to any persons other than as specifically provided for in this Article 4 (including without limitation the issue of Common Shares upon the exercise or conversion of any securities of the Corporation outstanding as at the date hereof that are exercisable or convertible into Common Shares); or
- (c) the declaration or payment of any dividends on the Common Shares other than as specifically provided for in this Article 4.

4.10 Notice of Adjustment Events

- (a) For so long as any Agent's Warrants remain outstanding, the Corporation will give notice to the Warrantholder of its intention to fix a record date or closing date, as the case may be, for any event

referred to in Sections 4.2, 4.3 or 4.4 (other than a subdivision, redivision, change in number, reduction, combination or consolidation of its Common Shares) that gives rise or is reasonably expected to give rise to an adjustment pursuant to this Article 4, or its intention to take any action described in Section 4.5. The notice shall specify the particulars of such event and the record date and/or the effective date therefor; *provided, however*, that the Corporation shall only be required to specify in such notice the particulars that have been fixed and determined on the date on which the notice is given. The notice shall be given in each case not less than fourteen (14) days prior to the applicable record date, closing date or effective date.

- (b) The Corporation will, within a reasonable time after the occurrence of any event that requires an adjustment pursuant to this Article 4, give notice to the Warrantholder specifying the nature of the event and the required adjustment; *provided, however*, that if the Corporation has given notice under paragraph (a) above and that notice discloses the relevant facts in respect of such event, no notice is required to be given under this paragraph (b).
- (c) Notwithstanding paragraphs (a) and (b) above, any failure or delay by the Corporation in giving the notice contemplated thereunder shall in no way impair, compromise or invalidate the effectiveness of the event or adjustment.

4.11 Determination of Adjustments

Any determinations shall be made by the Auditors or, if the Auditors are unable or unwilling to make the determination, by any other firm of Chartered Accountants that the Corporation may select and is qualified under applicable laws to audit the financial records of public companies in Canada. Adjustments required under this Article 4 shall be conclusive, and such firm shall have access to all appropriate records. Any such determination made by the Auditors or, if applicable, the other firm of Chartered Accountants shall be binding on the Corporation and the Warrantholder.

ARTICLE 5 AMENDMENTS

5.1 Amendments Generally

Subject to Section 5.2, the terms of the Agent's Warrants represented by the Agent's Warrant Certificate may be amended, and the observance of any term thereof may be waived, only by a written instrument signed by the Corporation and the Warrantholder. Any such amendment shall be subject to receipt by the Corporation of all required approvals (if any) from any stock exchange on which the Common Shares are listed, and all applicable securities regulatory authorities.

5.2 Reduction in Exercise Price; Extension of Expiry Time

Subject to applicable securities legislation and receipt by the Corporation of all required approvals (if any) from any stock exchange on which the Common Shares are listed, and all applicable securities regulatory authorities, the Corporation may, at its option, at any time during the term of the Agent's Warrants, reduce the then current Exercise Price to any amount or extend the Expiry Time to such time as the board of the directors of the Corporation may consider appropriate.

ARTICLE 6
NOTICES

6.1 Notice to Corporation

Any notice to the Corporation under the provisions of this Agent's Warrant Certificate shall be valid and effective if personally delivered or given by email or prepaid mail, addressed to the Corporation at 2400, 525 - 8th Avenue S.W. Calgary, AB T2P 1G1, Email: irisb@innocanpharma.com, Attention: Chief Executive Officer, and shall be deemed to have been effectively given on the day following the date of delivery or the date of email (provided it is so received before 4:30 pm (Calgary time) on a Business Day, failing which it will be deemed to have been effectively given on the next following Business Day), or if mailed, seven (7) Business Days after actual posting of the notice. The Corporation may from time to time give the Warrantholder written notice of a change of address, which new address shall thereafter, until changed by another notice, be the address of the Corporation for all purposes of this Agent's Warrant Certificate.

6.2 Notice to Warrantholder

Any notice to the Warrantholder under the provisions of this Agent's Warrant Certificate shall be valid and effective if personally delivered or given by email or prepaid mail, addressed to the Warrantholder at the address appearing in the securities register of the Corporation, and shall be deemed to have been effectively given on the day following the date of delivery or the date of email (provided it is so received before 4:30 pm (Calgary time) on a Business Day, failing which it will be deemed to have been effectively given on the next following Business Day), or if mailed, seven (7) Business Days after actual posting of the notice.