

NOMINATION RIGHTS AGREEMENT

This Nomination Rights Agreement is made and entered into this ____ day of May, 2021.

BETWEEN:

BOOSH PLANT-BASED BRANDS INC., a corporation incorporated under the laws of Canada (“Boosh”)

- and -

CONNIE MARPLES, an individual resident in the province of British Columbia

-and-

JAMES PAKULIS, an individual resident in the state of Utah

WHEREAS pursuant to a unanimous shareholder’s agreement dated December 17, 2020 (the “**Shareholders’ Agreement**”), it is a requirement that upon completion of an initial public offering by Boosh, that Boosh, Ms. Marples and Mr. Pakulis enter into this agreement to set out certain nomination rights to be granted to Ms. Marples and Mr. Pakulis.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which the parties each acknowledge, the parties mutually agree as follows:

ARTICLE 1 INTERPRETATION

1.01 Definitions

In this Agreement, in addition to the terms defined above, the following definitions apply:

- (a) “**affiliate**” has the meaning ascribed to that term in the *Business Corporations Act* (British Columbia);
- (b) “**Agreement**” means this nomination rights agreement, as it may be supplemented, amended, restated or superseded from time to time in accordance with the terms hereof;
- (c) “**Board**” means the board of directors of Boosh, as constituted from time to time;
- (d) “**Business Day**” means any day other than a Saturday or Sunday or a day that is a statutory or bank holiday in Vancouver, British Columbia;
- (e) “**Exchange**” means the Canadian Securities Exchange, or such other stock exchange on which the Shares may be listed from time to time;

- (f) “**Management**” means the management of Boosh;
- (g) “**Shareholders’ Agreement**” shall have the meaning set out in the recitals to this Agreement. .

All other capitalized terms used in this agreement and not otherwise defined have the meanings given to them in the Shareholders’ Agreement.

1.02 Interpretation

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

- (a) The terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof.
- (b) References to a “Section”, “Subsection” or “Article” followed by a number or letter refer to the specified section, Subsection or article of this Agreement.
- (c) Headings of sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (d) Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (e) In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Vancouver time) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall terminate at 5:00 p.m. (Vancouver time) on the next Business Day.

ARTICLE 2 BOARD REPRESENTATION

2.01 Nomination Right

Until May 26, 2024, Ms. Marples shall have the right to nominate four directors to the Board and Mr. Pakulis shall have the right to nominate three directors to the Board (collectively, the “**Nomination Rights**”). For greater certainty, on May 26, 2024, the Nomination Right will be extinguished.

2.02 Exercise of Nomination Right

Subject to the provisions of this Article 2 and the receipt from time to time of any shareholder approvals required by applicable law or the Exchange, upon exercise of the Nomination Right (and Ms. Marples and Mr. Pakulis acknowledge that Boosh has appointed each of their nominees (the “**Nominees**”) to the Board prior to the completion of the IPO, in accordance with the terms of the Shareholders’ Agreement, if at any time a meeting of the shareholders of Boosh is required to give

effect to this Section 2.02, Ms. Marples and Mr. Pakulis shall provide the names of their respective Nominees at least 15 days in advance of the anticipated mailing date of the management information circular for such meeting and Boosh shall present such Nominees' as part of the Management's list of director nominees, provided however that Boosh shall give Ms. Marples and Mr. Pakulis at least 30 days notice of the anticipated mailing date of such management information circular.

2.03 Qualification of Nominees

The Nominees, from time to time, must not be disqualified under the *Business Corporations Act* (British Columbia) from being a director and must be acceptable to the Exchange (determined in conjunction with review of a Personal Information Form filed with the Exchange, if required). If any Nominee is unable to act or continue to act as a director of Boosh for any reason, including lack of qualifications or refusal to serve as a director, then Ms. Marples or Mr. Pakulis, as applicable, shall be entitled to name a new Nominee to fill such position and Boosh shall take all necessary steps to appoint such new Nominee to the Board as soon as practicable.

2.04 Indemnification of Nominees and Insurance

(1) Boosh shall indemnify the Nominee for his or her conduct as director to the fullest extent permitted by the constating documents of Boosh. Without limiting the generality of the foregoing, if Boosh has or enters into written indemnification agreements with its directors, Boosh shall enter into a written indemnification agreement with the Nominees that is on no less favourable terms that such agreement with its other directors.

(2) Boosh shall purchase and maintain a directors and officers liability insurance policy with at least \$2 million of coverage and shall ensure that the Nominees shall be included on such policy.

ARTICLE 3 GENERAL PROVISIONS

3.01 Further Assurances

Each party shall execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the documents and transactions contemplated in this Agreement, in each case at the cost and expense of the party requesting such further instrument, document or action, unless expressly indicated otherwise.

3.02 Regulatory Approvals

This Agreement and the completion from time to time of the transactions contemplated hereby are subject to receipt of all necessary regulatory approvals, including approval of the Exchange.

3.03 No Joint Venture

The parties agree that the transaction contemplated hereby (or any related agreement) is not intended to create a joint venture, partnership or any other form of legal association.

3.04 Governing Law

This Agreement shall be governed by and construed under the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia (without regard to its laws relating to any conflicts of laws). The courts of the Province of British Columbia have jurisdiction to hear any dispute arising out of or in connection with this Agreement and the parties agree that the courts of the Province of British Columbia are the most appropriate and convenient courts to hear any such dispute.

3.05 Time of the Essence

Time is of the essence in this Agreement.

3.06 Severability

If any provision of this Agreement is wholly or partially invalid, this Agreement shall be interpreted as if the invalid provision had not been a part hereof so that the invalidity shall not affect the validity of the remainder of the Agreement which shall be construed as if the Agreement had been executed without the invalid portion. It is hereby declared to be the intention of the parties that this Agreement would have been executed without reference to any portion which may, for any reason, hereafter be declared or held invalid.

3.07 Notice

Any notice or other communication (in each case, a “notice”) required or permitted to be given hereunder shall be in writing and shall be delivered by hand or transmitted by electronic mail transmission. Any notice given in accordance with this Section, if transmitted by electronic mail transmission, shall be deemed to have been received on the next Business Day following transmission or, if delivered by hand, shall be deemed to have been received when delivered.

3.08 Amendment

This Agreement may not be changed, amended or modified in any manner, except pursuant to an instrument in writing signed on behalf of each of the parties. The failure by any party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision unless such waiver is acknowledged in writing, nor shall such failure affect the validity of this Agreement or any part thereof or the right of any party to enforce each and every provision. No waiver or breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

3.09 Rule of Interpretation

The parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

3.10 Counterparts

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart

of a signature page to this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

3.11 Assignment

No party shall be entitled to transfer its rights or obligations under this Agreement without the prior written consent of the other party.

3.12 Third Party Beneficiaries

This Agreement is for the sole benefit of the parties and their successors and permitted assigns and, except as expressly contemplated herein, nothing herein is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature or kind whatsoever under or by reason of this Agreement.

3.13 Entire Agreement

This Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto.

3.14 Effective Date

This agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

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

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

BOOSH PLANT-BASED BRANDS INC.

By: *“Signed”*

Name: Marion McGrath

Title: Corporate Secretary

Signed

Witness

“signed”

CONNIE MARPLES

Signed

Witness

“signed”

JAMES PAKULIS