

VOTING AGREEMENT

May 13, 2022

Altria Client Services LLC
c/o Altria Ventures Inc.
6601 West Broad Street
Richmond, Virginia 23230

Dear Sirs/Madams:

Re: Voting Agreement

The undersigned understands that Altria Client Services LLC (“**Buyer**”), Poda Holdings, Inc. (the “**Company**”), Ryan Karkairan and Ryan Selby (together, the “**Owners**”) wish to enter into an asset purchase agreement dated as of the date hereof (as same may be amended or restated from time to time, the “**Asset Purchase Agreement**”) contemplating a transaction (the “**Transaction**”) which, if completed in accordance with the terms of the Asset Purchase Agreement, will result in, among other things, the acquisition by Buyer of certain intellectual property and other assets of the Company that constitute all or substantially all of the assets of the Company, for consideration payable to the Company of US\$55,275,000. All capitalized terms used but not otherwise defined herein shall have the respective meaning ascribed to them in the Asset Purchase Agreement.

1. The undersigned hereby represents and warrants that Schedule A hereto sets out a true and complete list of all securities of the Company that the undersigned owns (beneficially or otherwise) as of the date hereof, including (without limitation): (i) subordinate voting shares of the Company (“**SVS**”); (ii) multiple voting shares of the Company (“**MVS**”); and (iii) all securities convertible or exchangeable into, or exercisable to acquire, SVS or MVS (such securities but excluding for greater certainty, the MVS, “**Convertible Securities**”).

2. The undersigned hereby agrees from the date hereof until the date this letter agreement is terminated in accordance with its terms:

- (a) to vote or to cause to be voted the SVS and MVS owned (beneficially or otherwise) by the undersigned as of the date hereof, and any other SVS or MVS directly or indirectly acquired by or issued to the undersigned after the date hereof but prior to record date for the special meeting (the “**Shareholder Meeting**”) of the shareholders of the Company, including any adjournment or postponement thereof (all such SVS and MVS owned by the undersigned as of such dates collectively, the “**Holder Securities**”), to be called and held to consider the special resolution approving the Asset Purchase Agreement and the Transaction (the “**Transaction Resolution**”), in favour of the Transaction Resolution and any other matter necessary for the completion of the Transaction (including in favour of all matters recommended by management of the Company);

- (b) to vote or to cause to be voted, at any meeting of shareholders of the Company or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the shareholders of the Company is sought (including by written consent in lieu of a meeting), any SVS or MVS owned (beneficially or otherwise) by the undersigned that are eligible to be voted at any such meeting of shareholders of the Company against: (i) any Acquisition Proposal (as defined below) other than the Transaction; and (ii) any action, agreement, transaction or proposal that would result in a breach of any representation, warranty, covenant, agreement or other obligation of the undersigned under this letter agreement or otherwise impede, interfere with, delay, postpone, discourage, or adversely affect the consummation of the Transaction;
- (c) subject to, and in accordance with, all applicable law, to exercise, exchange or convert (as applicable) the Convertible Securities owned (beneficially or otherwise) as of the date hereof by the undersigned as promptly as reasonably practicable following the public announcement of the Transaction, but in any event in time to ensure the undersigned is recorded as the holder of record of the SVS or MVS into which such Convertible Securities are exercisable, exchangeable or convertible (as applicable) as of the record date for the Shareholder Meeting (which record date may be as early as May 18, 2022);
- (d) except as required pursuant to section 2(c)1(c), not to, directly or indirectly, acquire or seek to acquire SVS, MVS or Convertible Securities, without Buyer's prior written consent;
- (e) except as required pursuant to this letter agreement (including to give effect to sections 2(a)1(a), 2(b) and 2(c)1(c), not to, directly or indirectly, sell, assign, transfer, dispose of, hypothecate, alienate, grant a security interest in, encumber or tender to offer, transfer any economic interest (directly or indirectly) or otherwise convey any SVS, MVS or Convertible Securities (including those directly or indirectly acquired by or issued to the undersigned after the date hereof), without Buyer's prior written consent;
- (f) not to exercise any rights of dissent in connection with the Transaction or raise any objections against the Transaction; and
- (g) except as required pursuant to this letter agreement (including to give effect to sections 2(a) and 2(b)1(b), not to grant or agree to grant any proxy or other right to vote the Holder Securities or enter into any voting trust or pooling agreement or arrangement in respect of the Holder Securities or enter into or subject any of the Holder Securities to any other agreement, arrangement, understanding or commitment, formal or informal, with respect to or relating to the voting or tendering thereof or revoke any proxy granted pursuant to this letter agreement.

3. The undersigned hereby represents and warrants that (a) this letter agreement has been duly executed and delivered and is a valid and binding agreement, enforceable against the undersigned

in accordance with its terms, and the performance by the undersigned of its obligations hereunder will not constitute a violation or breach of or default under, or conflict with, any contract, commitment, agreement, understanding or arrangement of any kind to which the undersigned will be a party and by which the undersigned will be bound at the time of such performance; and (b) the undersigned has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this letter agreement that the undersigned has either done so or waived their right to do so in connection with the entering into of this letter agreement, and that any failure on the undersigned's part to seek independent legal advice shall not affect (and the undersigned shall not assert that it affects) the validity, enforceability or effect of this letter agreement.

4. This letter agreement shall terminate and be of no further force and effect upon the earliest of (a) the date upon which the parties hereto agree to termination of this letter agreement in writing; (b) the termination of the Asset Purchase Agreement in accordance with its terms; (c) the closing of the Transaction; (d) immediately following the Shareholder Meeting, if the Transaction Resolution is not approved thereat; (e) if the Asset Purchase Agreement is amended to reduce the consideration payable to the Company thereunder, on the effective date of such amendment; and (f) August 11, 2022 (the “**Outside Date**”). The termination of this letter agreement shall not relieve any party from liability for a breach of this letter agreement which occurred prior to such termination.

5. The undersigned acknowledges and agrees that (a) the covenants, obligations and agreements of the undersigned contained in this letter agreement relate to special, unique and extraordinary matters, and (b) a violation of any of the terms of such covenants, obligations or agreements will cause Buyer irreparable injury for which monetary damages would not be an adequate remedy. Therefore, each party agrees that the other party shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) to restrain such party from committing any violation of such covenants, obligations or agreements (and no will not oppose the granting of an injection, restrainer order or other equitable relief on the basis that the other party hereto has an adequate remedy at law). These injunctive remedies are cumulative and in addition to any other rights and remedies available at law or in equity.

6. For purposes of this letter Agreement, “**Acquisition Proposal**” means, other than the transactions contemplated by the Asset Purchase Agreement, any offer, proposal or inquiry (written or oral) from any Person or group of Persons “acting jointly or in concert” (within the meaning of National Instrument 62-104 – *Take-Over Bids and Issuer Bids*) other than Buyer (or any Affiliate of Buyer) relating to: (a) any direct or indirect sale or disposition (or lease, license, royalty agreement, joint venture, long-term offtake agreement or other arrangement having the same economic effect as a sale), in a single transaction or a series of related transactions, of (i) assets of the Company and/or one or more of its Subsidiaries (including voting or equity securities of, or securities convertible into or exercisable or exchangeable for voting or equity securities of, any of the Company's Subsidiaries) representing, individually or in the aggregate, twenty percent (20%) or more of the consolidated assets of the Company and its Subsidiaries or contributing twenty percent (20%) or more of the consolidated annual revenue of the Company and its Subsidiaries (in each case based on the consolidated annual financial statements of the Company most recently filed as part of the Company Filings prior to such time) or (ii) twenty percent (20%)

or more of the voting or equity securities (including securities convertible into or exercisable or exchangeable for voting or equity securities) of the Company; (b) any direct or indirect take-over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in a Person or group of Persons beneficially owning twenty percent (20%) or more of any class of voting or equity securities (including securities convertible into or exercisable or exchangeable for voting or equity securities) of (i) the Company or (ii) any of its Subsidiaries then outstanding (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exercisable or exchangeable for voting or equity securities); (c) any plan of arrangement, merger, amalgamation, consolidation, security exchange, business combination, reorganization, recapitalization, liquidation, dissolution, winding up or exclusive license involving the Company or any of its Subsidiaries resulting in such Person or group of Persons holding twenty percent (20%) or more of the consolidated assets of the Company and its Subsidiaries or contributing twenty percent (20%) or more of the consolidated revenue of the Company and its Subsidiaries (in each case based on the consolidated annual financial statements of the Company most recently filed as part of the Company Filings prior to such time); (d) any other transaction or series of transactions similar to any of the foregoing transactions involving the Company or any of its Subsidiaries; or (e) any other transaction the consummation of which would reasonably be expected to impede, interfere with, prevent or materially delay the transactions contemplated by the Asset Purchase Agreement.

7. Neither this letter agreement nor any term hereof may be amended or otherwise modified other than by an instrument in writing signed by each of the parties hereto. No provision of this letter agreement may be waived, discharged or terminated other than by an instrument in writing signed by the party against whom the enforcement of such waiver, discharge or termination is sought. This letter agreement shall not be assignable or otherwise transferable by a party without the prior consent of the other party, and any attempt to so assign or otherwise transfer this letter agreement without such consent shall be void and of no effect; provided that Buyer may assign this letter agreement without the consent of the undersigned to an affiliate of Buyer. This letter agreement shall be binding upon the respective heirs, successors, legal representatives and permitted assigns of the parties hereto.

8. This letter agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereto irrevocably attorn to the jurisdiction of the British Columbia courts and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum. This letter agreement may be executed in any number of counterparts (including counterparts by facsimile or electronic copy) and all such counterparts taken together shall be deemed to constitute one and the same instrument. Time is of the essence of the essence in this letter agreement.

9. The parties expressly acknowledge that they have requested that this letter agreement and all ancillary and related documents thereto be drafted in the English language only. *Les parties aux présentes reconnaissent avoir exigé que la présente lettre entente et tous les documents qui y sont accessoires soient rédigés en anglais seulement.*

If the foregoing is in accordance with Buyer's understanding and is agreed to by Buyer, please signify Buyer's acceptance by the execution of the enclosed copies of this letter where indicated below by an authorized signatory of Buyer and return the same to the undersigned, upon which this letter as so accepted shall constitute an agreement among Buyer and the undersigned.

[Signature page follows.]

Yours truly,

EMBR CAPITAL LLC

By:

signed "*Ryan M. Brucato*"

(Signature)

Ryan M. Brucato - Principal

(Print Name)

Accepted and agreed as of the date first written above.

BUYER:

ALTRIA CLIENT SERVICES LLC

By:

Name:

Title:

Yours truly,

By:

(Signature)

(Print Name)

Accepted and agreed as of the date first written above.

BUYER:

ALTRIA CLIENT SERVICES LLC

By: signed "Richard Jupe"
Name: Richard Jupe
Title: Vice President, Product Development

SCHEDULE "A"

Security	Details
Subordinate Voting Shares:	2,788,400
Multiple Voting Shares:	n/a
Convertible Securities – Options:	n/a
Convertible Securities – Warrants:	10,000,000 Warrants @ C\$0.10
Convertible Securities – Convertible Debentures:	Converts into 7,000,000 SVS at C\$0.025