

INVESTOR AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made effective as of May 31, 2021.

BETWEEN:

SPROUT AI INC. (the "**Company**")

- and -

THERACANN INTERNATIONAL BENCHMARK CORPORATION ("**TheraCann**")

(each a "**Party**" and together, the "**Parties**")

WHEREAS the Parties have entered into this Agreement to establish, among other things, certain obligations arising out of or in connection with the ownership, direction or control of the Subject Shares (as defined herein);

NOW THEREFORE, in consideration of the Parties agreement to complete the transactions contemplated by the securities exchange agreement dated as of December 8, 2020, as amended, and the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms

In this Agreement, unless the context otherwise requires, the following terms will have the respective meanings hereinafter set forth:

"**Common Shares**" means common shares in the capital of the Company;

"**Securities**" includes Common Shares as well as any other type or class of security of the Company, including any debt obligation or similar instrument, that is convertible, exchangeable or exercisable into, or providing any right or entitlement to, Common Shares or other equity interests in the Company; and

"**Subject Shares**" means the 47,500,000 Common Shares held by TheraCann as of the date of this Agreement and such additional Securities as may be acquired by TheraCann from time to time.

ARTICLE 2 RESTRICTION ON VOTING

Section 2.1 Covenants of TheraCann

(a) TheraCann covenants and agrees that during the term of this Agreement, TheraCann shall not exercise at any time, any voting rights associated with any Subject Shares which exceeds 49% of the issued and outstanding Common Shares at such time.

(b) TheraCann covenants and agrees to promptly notify the Company of any Common Shares acquired by TheraCann after the execution of this Agreement and acknowledges that any such Common Shares will be subject to the terms of this Agreement as Subject Shares.

**ARTICLE 3
MISCELLANEOUS**

Section 3.1 Termination

This Agreement and the rights and obligations of the Parties hereunder shall terminate at the first time that the Investor no longer holds at least 20% of the issued and outstanding Common Shares.

Section 3.2 Governing Law

This Agreement will be governed by and interpreted and construed in accordance with the substantive laws of the Province of British Columbia, and the federal laws of Canada applicable therein, without regard to applicable choice of law provisions thereof. The Parties agree that any action, suit or proceeding arising out of, or relating to, this Agreement or the transactions contemplated hereby will be brought in a suitable court located in the Province of British Columbia, and each Party irrevocably submits to the exclusive jurisdiction of such court.

Section 3.3 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by email) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed PDF or similar executed electronic copy of this Agreement, and such PDF or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement.

SPROUT AI INC.

By: "Chris Bolton"

Name: Chris Bolton
Title: CEO

**THERACANN INTERNATIONAL
BENCHMARK CORPORATION**

By: "Chris Bolton"

Name: Chris Bolton
Title: CEO