

**TRANSFER AGENT, REGISTRAR AND DIVIDEND
DISBURSING AGENT AGREEMENT**

THIS AGREEMENT made as of the 8th day of June, 2020 in the City of Vancouver, Province of British Columbia, Canada.

BETWEEN:

MIND CURE HEALTH INC., a company incorporated under the laws of British Columbia with an office in the City of Vancouver, Province of British Columbia (the "Company")

AND:

COMPUTERSHARE INVESTOR SERVICES INC., a company incorporated under the laws of Canada with an office in the City of Vancouver, Province of British Columbia ("Computershare")

This Agreement witnesses that in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties covenant and agree as follows:

1. Transfer Agent and Registrar

1.1 The Company hereby appoints Computershare as of the date of this Agreement (the "Effective Date") as its transfer agent and registrar ("Transfer Agent") to keep the register of holders and the register of transfers at its principal office in the City of Vancouver, BC and such additional cities as may be confirmed to Computershare hereafter pursuant to the written direction of the Company, for the common shares of the Company (the "Shares"), and Computershare hereby accepts such appointment upon the terms herein contained.

1.2 Computershare shall, at such offices, keep the Company's register of holders, register of transfers and branch register(s) of transfers (collectively the "Registers") and unissued share certificates and, subject to any general or particular instructions as may from time to time be given to it by the Company, Computershare shall:

- (a) make such entries from time to time in the Registers as may be necessary in order that the accounts of each holder of Shares be properly and accurately kept and transfers of Shares properly recorded;
- (b) upon payment of any applicable transfer taxes, countersign, register and issue share certificates, Direct Registration System ("DRS") advices or DRS statements, as applicable, to the shareholders entitled thereto, representing the Shares held by or transferred to them, respectively;
- (c) record the particulars of all transfers of Shares upon the Registers; and
- (d) furnish to the Company, upon the reasonable request and at the expense of the Company, such statements, lists, entries, information and material, concerning transfers and other matters, as are maintained or prepared by it as Transfer Agent and/or Dividend Disbursing Agent of the Company.

2. Shareholder Meetings

2.1 Computershare shall provide standard services in connection with one annual general meeting of shareholders during any one billing year.

2.2 In connection with any and all meetings of shareholders, the Company hereby instructs Computershare to use the then current version of Proxy Protocol as published from time to time by the Securities Transfer Association of Canada or any successor thereto.

3. Dividend Disbursing Agent

3.1 The Company hereby appoints Computershare as its Dividend Disbursing Agent to disburse to the holders of Shares of the Company dividends that may from time to time be declared by the board of directors of the Company and Computershare hereby accepts such appointment upon the terms herein contained.

3.2 Computershare shall disburse such dividends upon receiving a certified copy of a resolution of the board of directors of the Company declaring such dividends and, at least one business day before each payable date, funds in an amount sufficient for the payment of such dividends. The Company shall deliver sufficient funds to Computershare by electronic transfer or certified cheque or make such other arrangements for the provision of funds as may be agreeable between the parties. Notwithstanding the aforementioned, all payments in excess of \$25 million in Canadian dollars (or such other amount as determined from time to time by the Canadian Payments Association) must be made by electronic transfer.

4. Sub-Agents

4.1 The Company acknowledges and agrees that Computershare may, notwithstanding any other provision of this Agreement, appoint one or more agents ("Sub-agents") to maintain branch registers of transfers kept in cities outside of Canada, if any. Computershare shall notify the Company of any such Sub-agent so appointed.

5. Signatories

5.1 The Company shall deliver to Computershare certified specimens of the signatures of the directors and/or officers of the Company authorized to sign share certificates and other documents.

5.2 The Company shall deliver any evidence of its appointment of signatories which may be requested from time to time by Computershare.

5.3 Computershare may act upon any signature, certificate or other document believed by it to be genuine and to have been signed by the proper person or persons or refuse to transfer a share certificate or book-based security if it is not satisfied as to the propriety of the requested transfer.

6. Legal Advice and Appointment of Agents

6.1 Computershare may, at its discretion and as it reasonably requires for the purpose of discharging its duties or determining its rights hereunder, refer any matter to the Company, the Company's legal counsel, or the legal counsel for Computershare, for direction and advice, and may retain consultants, experts, advisors, agents or agencies, brokers or organizations, including organizations

- (d) if any funds are received by it in the form of uncertified cheques, be entitled to delay the time for release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn;
- (e) incur no liability with respect to the delivery or non-delivery of any share certificate whether delivered by hand, mail or other means;
- (f) with respect to any amount held on account of dividends or other distributable amount which is unclaimed or which cannot be paid for any reason, be under no obligation to invest or reinvest the same but shall, subject to any applicable unclaimed property legislation, only be obligated to hold same in a current or other non-interest bearing account pending payment to the person or persons entitled thereto, and shall be entitled to retain for Computershare's own account any benefit earned by the holding of same prior to its disposition in accordance with this Agreement;
- (g) be under no obligation to prosecute or defend any action or suit in respect of its agency relationship under this Agreement, but will do so at the request of the Company provided that the Company furnishes indemnity and funding satisfactory to Computershare against any liability, cost or expense which might be incurred; and
- (h) with respect to meetings of securityholders, not be liable for having relied upon or deferred to the instructions or decisions of the Company, its legal counsel, or the chairman of the meeting.

9. Documents

9.1 The Company agrees that it will promptly furnish to Computershare from time to time:

- (a) certified copies of all articles, any amendments thereto and all relevant By-laws;
- (b) certified copies of all resolutions of the board of directors of the Company allotting or providing for the issuance of Shares;
- (c) certified copies of all relevant documents and proceedings relating to increases and reductions in the Company's capital, the reorganization of or change in its share capital or the bankruptcy, insolvency or winding-up of the Company or the surrender of its charter; and
- (d) that number of unissued share certificates as are reasonably requested by Computershare from time to time.

10. Custody

10.1 All share certificates surrendered to Computershare for cancellation shall be held by it for a period of six (6) years. Computershare shall not be required to hold such certificates after the expiry of such period, and may thereafter destroy such certificates without notice to the Company. The Company agrees to instruct Computershare from time to time as to the earlier disposal, if any, to be made of such share certificates. Any storage expenses incurred for retaining custody of the share certificates and related records in connection with the services hereunder shall be at the sole expense of the Company.

11. Assignment

payable out of any assets in the possession of Computershare in priority to amounts owing to any other persons.

13.3 The Company agrees that the fees of Computershare are confidential information. As such, the Company agrees not to disclose such fees to a third party without Computershare's prior written consent, save and except for disclosure (a) to the Company's professional advisors, held to strict confidence and (b) as required or otherwise compelled by law.

13.4 In the event the Company defaults in its payment obligations to Computershare hereunder, Computershare shall have the right, commencing thirty (30) days following written notification to the Company of such default and unless such default has been remedied, to immediately suspend service or terminate this Agreement, subject to Computershare's rights and recourses under this Agreement or applicable law.

14. Further Assurances and Co-operation

14.1 The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances and execute all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement. The parties further acknowledge that the implementation of this Agreement will require the co-operation and assistance of each of them. In particular, the parties agree to work in co-operation with any Sub-agent that Computershare may duly appoint. The fees and expenses to Computershare of any such Sub-agent shall be added to and form part of its compensation hereunder, and shall be reimbursed by the Company as set forth above, provided that the parties may, with such Sub-agent, agree that the Sub-agent shall invoice the Company directly.

15. Express Duties

15.1 Computershare shall have no duties or obligations except as expressly provided in this Agreement.

16. Tax

16.1 The Company shall be solely responsible for all tax processing relating to or arising from the duties or actions contemplated by this Agreement, including evaluation, reporting, remittance, filing, and issuance of tax slips, summaries and reports, except as is specifically delegated to Computershare pursuant to this Agreement or as may be agreed subsequently, in writing by the parties. Computershare shall process only such tax matters as have been specifically delegated to it pursuant to this Agreement or as may be agreed subsequently, and, in so doing, Computershare does not undertake to carry out any inquiry, evaluation, reporting, remittance, filing or issuance of tax slips, summaries and reports necessarily incidental thereto, which shall remain the sole responsibility of the Company. Computershare shall be entitled to rely upon and assume, without further inquiry or verification, the accuracy and completeness of any tax processing information, documentation or instructions received by Computershare, directly or indirectly, from or on behalf of the Company or the shareholder. It is agreed that any direction must be supplied to Computershare prior to processing any entitlement or filing.

17. Counterparts

17.1 This Agreement may be executed in several counterparts and evidenced by a facsimile copy of an original execution page bearing the signature of each party, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date first above written.

23.1 This Agreement shall be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each party accedes and submits to the jurisdiction of the courts of the Province of British Columbia and all courts of appeal therefrom.

24. Business Day

24.1 For purposes of this Agreement, "business day" means any day on which Computershare's offices are generally open for the transaction of commercial business, but does not in any event include a Saturday, Sunday, civic or statutory holiday in the Province of British Columbia or a day on which the Toronto Stock Exchange does not publicly trade.

In witness whereof this Agreement has been duly executed by the parties hereto as of the date and at the place first above written.

MIND CURE HEALTH INC.

Per: _____

Per: Philip Tapley, President & CEO

Per: _____ Steve Inouye, CFO

COMPUTERSHARE INVESTOR SERVICES INC.

Per: _____

Per: _____