

LOCK-UP AGREEMENT

April 11, 2022

Numinus Wellness Inc. (the “Corporation”)

Re: Lock-Up Agreement relating to the Subject Securities

1. The undersigned (the “Securityholder”) understands that the Corporation has entered into an arrangement agreement dated April 11, 2022 (the “Definitive Agreement”) with Novamind Inc. (“Novamind”) in connection with the acquisition by the Corporation of all of the issued and outstanding shares of Novamind (the “Acquisition”), and that it is a condition to the completion of the Acquisition that the Securityholder enter into this lock-up agreement.

2. In consideration of the benefit that the Acquisition will confer upon the Securityholder, including the issuance, directly or indirectly, by the Corporation of the Subject Securities (as defined herein) to the Securityholder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Securityholder hereby agrees not to, directly or indirectly, offer, sell, contract to sell, loan, hypothecate, pledge, grant or sell any option for the purchase of, or otherwise dispose of or transfer any securities of the Corporation (other than Replacement Options and Numinus Shares underlying such Replacement Options, as such terms are defined in the Definitive Agreement) that may be issued or issuable, directly or indirectly, to the Securityholder by the Corporation in accordance with the terms of the Definitive Agreement (such securities of the Corporation, other than Replacement Options and Numinus Shares underlying such Replacement Options, are herein referred to as the “Subject Securities”), as any such Subject Securities may be reconstituted, consolidated, converted or otherwise modified or make any short sale of, engage in any hedging transaction with respect to, or enter into any swap, forward or other transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of such Subject Securities (regardless of whether such transaction or arrangement is settled by the delivery of the Subject Securities, other securities of Corporation, cash or otherwise) or agree to or publicly announce any intention to do any of the foregoing, without the prior written consent of the Corporation, any such consent to be at the sole discretion of the Corporation, for a period commencing as of the date hereof and ending on the date that is 18 months following the closing date of the Acquisition (the closing date of the Acquisition is herein referred to as the “Effective Date”), subject to the exceptions set forth below. The parties hereto acknowledge and agree that the restrictions and covenants in this Section 2 shall not apply to the Replacement Options and Numinus Shares underlying such Replacement Options.

3. The foregoing restrictions and covenants in Section 2 shall cease to apply to the following fraction of the Subject Securities effective as of the following dates (each, a “Release Date”) (rounded down in each case to the nearest whole number):

| Release Date | Fraction of Subject Securities to be Released |
|--|---|
| 6 months following the Effective Date | 1/3 |
| 12 months following the Effective Date | 1/3 |
| 18 months following the Effective Date | 1/3 |

4. The foregoing restrictions and covenants in Section 2 shall not apply to (a) transfers to affiliated entities of the Securityholder, any parent, spouse, child or grandchild of the Securityholder, or any company, trust or other entity owned by or maintained for the benefit of the Securityholder, (b) transfers occurring by operation of law, provided, in each case in respect of (a) and (b), that any such transferee (a “Permitted Transferee”) shall first execute and deliver to the Corporation (i) a lock-up agreement in substantially the form hereof, and (ii) a voting and support agreement, substantially in the form of the voting and support agreement entered into by the Securityholder with the Corporation on the date hereof, and each as approved

by the Corporation prior to the execution and delivery thereof to the Corporation, as a condition to completion of any such transfer without the consent of the Corporation, (c) transfers made by the Securityholder pursuant to a *bona fide* take-over bid, arrangement or similar transaction involving a change of control of the Corporation made generally to or involving all holders of equity securities of the Corporation after the Effective Date, provided that in the event the take-over bid or acquisition transaction is not completed in respect of the Subject Securities, the Securityholder and the Subject Securities shall remain subject to the restrictions and covenants contained in Section 2.

5. The Securityholder hereby agrees and covenants to execute and deliver any supplementary documentation requested by the Corporation reflecting restrictions and covenants binding on the Securityholder that are substantially consistent with this lock-up agreement.

6. The Securityholder hereby acknowledges and agrees that the Corporation, at its discretion, may place restrictive legends on any of the Subject Securities to evidence the restrictions and covenants contained in this lock-up agreement without any further act or approval on the part of the Securityholder. The Securityholder hereby agrees and consents to the entry of stop transfer restrictions with the Corporation's transfer agent and registrar, or the equivalent, against the disposition or transfer of the Subject Securities contrary to the provisions of this lock-up agreement without any further act or approval on the part of the Securityholder.

7. To the extent that the lock-up covenants in Section 2 still apply to any of the Subject Securities, the Securityholder hereby agrees not to, directly or indirectly, solicit, seek, encourage or participate in any way with respect to any proposal made to the shareholders of the Corporation that is not supported by the board of directors of the Corporation.

8. The Securityholder hereby represents and warrants that the Securityholder has power and authority to enter into this lock-up agreement, and that it shall have good and marketable title to the Subject Securities upon completion of the Acquisition and understands that the Corporation is relying upon this lock-up agreement in proceeding towards consummation of the Acquisition. The Securityholder further understands that this lock-up agreement shall be binding upon the Securityholder's legal representatives, heirs, successors, and permitted assigns, and shall enure to the benefit of the Corporation and its legal representatives, successors and assigns and shall survive the death, disability, incapacity, dissolution, winding-up or amalgamation of the Securityholder.

9. This lock-up agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

10. This lock-up agreement may be signed digitally or by other electronic means, which shall be deemed to be original and shall be deemed to have the same legal effect and validity as an agreement bearing an original signature. A signed copy of this lock-up agreement transmitted by email or other electronic transmission shall be deemed to have the same legal effect and validity as delivery of an originally executed copy of this agreement.

[Signature page follows.]

This lock-up agreement is executed this 11 day of April, 2022.

(s) "*Charles Rifci*"

Signature

Charles Rifci

Name

Director

Title

1,015,000 common shares

Number and Type of Security subject to this
Lock-Up Agreement

LOCK-UP AGREEMENT

April 11, 2022

Numinus Wellness Inc. (the “Corporation”)

Re: Lock-Up Agreement relating to the Subject Securities

1. The undersigned (the “Securityholder”) understands that the Corporation has entered into an arrangement agreement dated April 11, 2022 (the “Definitive Agreement”) with Novamind Inc. (“Novamind”) in connection with the acquisition by the Corporation of all of the issued and outstanding shares of Novamind (the “Acquisition”), and that it is a condition to the completion of the Acquisition that the Securityholder enter into this lock-up agreement.

2. In consideration of the benefit that the Acquisition will confer upon the Securityholder, including the issuance, directly or indirectly, by the Corporation of the Subject Securities (as defined herein) to the Securityholder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Securityholder hereby agrees not to, directly or indirectly, offer, sell, contract to sell, loan, hypothecate, pledge, grant or sell any option for the purchase of, or otherwise dispose of or transfer any securities of the Corporation (other than Replacement Options and Numinus Shares underlying such Replacement Options, as such terms are defined in the Definitive Agreement) that may be issued or issuable, directly or indirectly, to the Securityholder by the Corporation in accordance with the terms of the Definitive Agreement (such securities of the Corporation, other than Replacement Options and Numinus Shares underlying such Replacement Options, are herein referred to as the “Subject Securities”), as any such Subject Securities may be reconstituted, consolidated, converted or otherwise modified or make any short sale of, engage in any hedging transaction with respect to, or enter into any swap, forward or other transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of such Subject Securities (regardless of whether such transaction or arrangement is settled by the delivery of the Subject Securities, other securities of Corporation, cash or otherwise) or agree to or publicly announce any intention to do any of the foregoing, without the prior written consent of the Corporation, any such consent to be at the sole discretion of the Corporation, for a period commencing as of the date hereof and ending on the date that is 18 months following the closing date of the Acquisition (the closing date of the Acquisition is herein referred to as the “Effective Date”), subject to the exceptions set forth below. The parties hereto acknowledge and agree that the restrictions and covenants in this Section 2 shall not apply to the Replacement Options and Numinus Shares underlying such Replacement Options.

3. The foregoing restrictions and covenants in Section 2 shall cease to apply to the following fraction of the Subject Securities effective as of the following dates (each, a “Release Date”) (rounded down in each case to the nearest whole number):

| Release Date | Fraction of Subject Securities to be Released |
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| 6 months following the Effective Date | 1/3 |
| 12 months following the Effective Date | 1/3 |
| 18 months following the Effective Date | 1/3 |

4. The foregoing restrictions and covenants in Section 2 shall not apply to (a) transfers to affiliated entities of the Securityholder, any parent, spouse, child or grandchild of the Securityholder, or any company, trust or other entity owned by or maintained for the benefit of the Securityholder, (b) transfers occurring by operation of law, provided, in each case in respect of (a) and (b), that any such transferee (a “Permitted Transferee”) shall first execute and deliver to the Corporation (i) a lock-up agreement in substantially the form hereof, and (ii) a voting and support agreement, substantially in the form of the voting and support agreement entered into by the Securityholder with the Corporation on the date hereof, and each as approved

by the Corporation prior to the execution and delivery thereof to the Corporation, as a condition to completion of any such transfer without the consent of the Corporation, (c) transfers made by the Securityholder pursuant to a *bona fide* take-over bid, arrangement or similar transaction involving a change of control of the Corporation made generally to or involving all holders of equity securities of the Corporation after the Effective Date, provided that in the event the take-over bid or acquisition transaction is not completed in respect of the Subject Securities, the Securityholder and the Subject Securities shall remain subject to the restrictions and covenants contained in Section 2.

5. The Securityholder hereby agrees and covenants to execute and deliver any supplementary documentation requested by the Corporation reflecting restrictions and covenants binding on the Securityholder that are substantially consistent with this lock-up agreement.

6. The Securityholder hereby acknowledges and agrees that the Corporation, at its discretion, may place restrictive legends on any of the Subject Securities to evidence the restrictions and covenants contained in this lock-up agreement without any further act or approval on the part of the Securityholder. The Securityholder hereby agrees and consents to the entry of stop transfer restrictions with the Corporation's transfer agent and registrar, or the equivalent, against the disposition or transfer of the Subject Securities contrary to the provisions of this lock-up agreement without any further act or approval on the part of the Securityholder.

7. To the extent that the lock-up covenants in Section 2 still apply to any of the Subject Securities, the Securityholder hereby agrees not to, directly or indirectly, solicit, seek, encourage or participate in any way with respect to any proposal made to the shareholders of the Corporation that is not supported by the board of directors of the Corporation.

8. The Securityholder hereby represents and warrants that the Securityholder has power and authority to enter into this lock-up agreement, and that it shall have good and marketable title to the Subject Securities upon completion of the Acquisition and understands that the Corporation is relying upon this lock-up agreement in proceeding towards consummation of the Acquisition. The Securityholder further understands that this lock-up agreement shall be binding upon the Securityholder's legal representatives, heirs, successors, and permitted assigns, and shall enure to the benefit of the Corporation and its legal representatives, successors and assigns and shall survive the death, disability, incapacity, dissolution, winding-up or amalgamation of the Securityholder.

9. This lock-up agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

10. This lock-up agreement may be signed digitally or by other electronic means, which shall be deemed to be original and shall be deemed to have the same legal effect and validity as an agreement bearing an original signature. A signed copy of this lock-up agreement transmitted by email or other electronic transmission shall be deemed to have the same legal effect and validity as delivery of an originally executed copy of this agreement.

[Signature page follows.]

This lock-up agreement is executed this 11 day of April, 2022.

(s) "Jesse Kaplan"

Signature

Jesse Kaplan

Name

Director

Title

4,545,833 common shares

Number and Type of Security subject to this
Lock-Up Agreement

LOCK-UP AGREEMENT

April 11, 2022

Numinus Wellness Inc. (the “Corporation”)

Re: Lock-Up Agreement relating to the Subject Securities

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2. In consideration of the benefit that the Acquisition will confer upon the Securityholder, including the issuance, directly or indirectly, by the Corporation of the Subject Securities (as defined herein) to the Securityholder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Securityholder hereby agrees not to, directly or indirectly, offer, sell, contract to sell, loan, hypothecate, pledge, grant or sell any option for the purchase of, or otherwise dispose of or transfer any securities of the Corporation (other than Replacement Options and Numinus Shares underlying such Replacement Options, as such terms are defined in the Definitive Agreement) that may be issued or issuable, directly or indirectly, to the Securityholder by the Corporation in accordance with the terms of the Definitive Agreement (such securities of the Corporation, other than Replacement Options and Numinus Shares underlying such Replacement Options, are herein referred to as the “Subject Securities”), as any such Subject Securities may be reconstituted, consolidated, converted or otherwise modified or make any short sale of, engage in any hedging transaction with respect to, or enter into any swap, forward or other transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of such Subject Securities (regardless of whether such transaction or arrangement is settled by the delivery of the Subject Securities, other securities of Corporation, cash or otherwise) or agree to or publicly announce any intention to do any of the foregoing, without the prior written consent of the Corporation, any such consent to be at the sole discretion of the Corporation, for a period commencing as of the date hereof and ending on the date that is 18 months following the closing date of the Acquisition (the closing date of the Acquisition is herein referred to as the “Effective Date”), subject to the exceptions set forth below. The parties hereto acknowledge and agree that the restrictions and covenants in this Section 2 shall not apply to the Replacement Options and Numinus Shares underlying such Replacement Options.

3. The foregoing restrictions and covenants in Section 2 shall cease to apply to the following fraction of the Subject Securities effective as of the following dates (each, a “Release Date”) (rounded down in each case to the nearest whole number):

| Release Date | Fraction of Subject Securities to be Released |
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| 6 months following the Effective Date | 1/3 |
| 12 months following the Effective Date | 1/3 |
| 18 months following the Effective Date | 1/3 |

4. The foregoing restrictions and covenants in Section 2 shall not apply to (a) transfers to affiliated entities of the Securityholder, any parent, spouse, child or grandchild of the Securityholder, or any company, trust or other entity owned by or maintained for the benefit of the Securityholder, (b) transfers occurring by operation of law, provided, in each case in respect of (a) and (b), that any such transferee (a “Permitted Transferee”) shall first execute and deliver to the Corporation (i) a lock-up agreement in substantially the form hereof, and (ii) a voting and support agreement, substantially in the form of the voting and support agreement entered into by the Securityholder with the Corporation on the date hereof, and each as approved

by the Corporation prior to the execution and delivery thereof to the Corporation, as a condition to completion of any such transfer without the consent of the Corporation, (c) transfers made by the Securityholder pursuant to a *bona fide* take-over bid, arrangement or similar transaction involving a change of control of the Corporation made generally to or involving all holders of equity securities of the Corporation after the Effective Date, provided that in the event the take-over bid or acquisition transaction is not completed in respect of the Subject Securities, the Securityholder and the Subject Securities shall remain subject to the restrictions and covenants contained in Section 2.

5. The Securityholder hereby agrees and covenants to execute and deliver any supplementary documentation requested by the Corporation reflecting restrictions and covenants binding on the Securityholder that are substantially consistent with this lock-up agreement.

6. The Securityholder hereby acknowledges and agrees that the Corporation, at its discretion, may place restrictive legends on any of the Subject Securities to evidence the restrictions and covenants contained in this lock-up agreement without any further act or approval on the part of the Securityholder. The Securityholder hereby agrees and consents to the entry of stop transfer restrictions with the Corporation's transfer agent and registrar, or the equivalent, against the disposition or transfer of the Subject Securities contrary to the provisions of this lock-up agreement without any further act or approval on the part of the Securityholder.

7. To the extent that the lock-up covenants in Section 2 still apply to any of the Subject Securities, the Securityholder hereby agrees not to, directly or indirectly, solicit, seek, encourage or participate in any way with respect to any proposal made to the shareholders of the Corporation that is not supported by the board of directors of the Corporation.

8. The Securityholder hereby represents and warrants that the Securityholder has power and authority to enter into this lock-up agreement, and that it shall have good and marketable title to the Subject Securities upon completion of the Acquisition and understands that the Corporation is relying upon this lock-up agreement in proceeding towards consummation of the Acquisition. The Securityholder further understands that this lock-up agreement shall be binding upon the Securityholder's legal representatives, heirs, successors, and permitted assigns, and shall enure to the benefit of the Corporation and its legal representatives, successors and assigns and shall survive the death, disability, incapacity, dissolution, winding-up or amalgamation of the Securityholder.

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[Signature page follows.]

This lock-up agreement is executed this 11 day of April, 2022.

(s) "*Reid Justin Robison*"

Signature

Reid Justin Robison

Name

Chief Medical Officer and Director

Title

2,562,500 common shares

Number and Type of Security subject to this
Lock-Up Agreement

LOCK-UP AGREEMENT

April 11, 2022

Numinus Wellness Inc. (the “Corporation”)

Re: Lock-Up Agreement relating to the Subject Securities

1. The undersigned (the “Securityholder”) understands that the Corporation has entered into an arrangement agreement dated April 11, 2022 (the “Definitive Agreement”) with Novamind Inc. (“Novamind”) in connection with the acquisition by the Corporation of all of the issued and outstanding shares of Novamind (the “Acquisition”), and that it is a condition to the completion of the Acquisition that the Securityholder enter into this lock-up agreement.

2. In consideration of the benefit that the Acquisition will confer upon the Securityholder, including the issuance, directly or indirectly, by the Corporation of the Subject Securities (as defined herein) to the Securityholder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Securityholder hereby agrees not to, directly or indirectly, offer, sell, contract to sell, loan, hypothecate, pledge, grant or sell any option for the purchase of, or otherwise dispose of or transfer any securities of the Corporation (other than Replacement Options and Numinus Shares underlying such Replacement Options, as such terms are defined in the Definitive Agreement) that may be issued or issuable, directly or indirectly, to the Securityholder by the Corporation in accordance with the terms of the Definitive Agreement (such securities of the Corporation, other than Replacement Options and Numinus Shares underlying such Replacement Options, are herein referred to as the “Subject Securities”), as any such Subject Securities may be reconstituted, consolidated, converted or otherwise modified or make any short sale of, engage in any hedging transaction with respect to, or enter into any swap, forward or other transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of such Subject Securities (regardless of whether such transaction or arrangement is settled by the delivery of the Subject Securities, other securities of Corporation, cash or otherwise) or agree to or publicly announce any intention to do any of the foregoing, without the prior written consent of the Corporation, any such consent to be at the sole discretion of the Corporation, for a period commencing as of the date hereof and ending on the date that is 18 months following the closing date of the Acquisition (the closing date of the Acquisition is herein referred to as the “Effective Date”), subject to the exceptions set forth below. The parties hereto acknowledge and agree that the restrictions and covenants in this Section 2 shall not apply to the Replacement Options and Numinus Shares underlying such Replacement Options.

3. The foregoing restrictions and covenants in Section 2 shall cease to apply to the following fraction of the Subject Securities effective as of the following dates (each, a “Release Date”) (rounded down in each case to the nearest whole number):

| Release Date | Fraction of Subject Securities to be Released |
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| 6 months following the Effective Date | 1/3 |
| 12 months following the Effective Date | 1/3 |
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4. The foregoing restrictions and covenants in Section 2 shall not apply to (a) transfers to affiliated entities of the Securityholder, any parent, spouse, child or grandchild of the Securityholder, or any company, trust or other entity owned by or maintained for the benefit of the Securityholder, (b) transfers occurring by operation of law, provided, in each case in respect of (a) and (b), that any such transferee (a “Permitted

Transferee”) shall first execute and deliver to the Corporation (i) a lock-up agreement in substantially the form hereof, and (ii) a voting and support agreement, substantially in the form of the voting and support agreement entered into by the Securityholder with the Corporation on the date hereof, and each as approved by the Corporation prior to the execution and delivery thereof to the Corporation, as a condition to completion of any such transfer without the consent of the Corporation, (c) transfers made by the Securityholder pursuant to a *bona fide* take-over bid, arrangement or similar transaction involving a change of control of the Corporation made generally to or involving all holders of equity securities of the Corporation after the Effective Date, provided that in the event the take-over bid or acquisition transaction is not completed in respect of the Subject Securities, the Securityholder and the Subject Securities shall remain subject to the restrictions and covenants contained in Section 2.

5. The Securityholder hereby agrees and covenants to execute and deliver any supplementary documentation requested by the Corporation reflecting restrictions and covenants binding on the Securityholder that are substantially consistent with this lock-up agreement.

6. The Securityholder hereby acknowledges and agrees that the Corporation, at its discretion, may place restrictive legends on any of the Subject Securities to evidence the restrictions and covenants contained in this lock-up agreement without any further act or approval on the part of the Securityholder. The Securityholder hereby agrees and consents to the entry of stop transfer restrictions with the Corporation’s transfer agent and registrar, or the equivalent, against the disposition or transfer of the Subject Securities contrary to the provisions of this lock-up agreement without any further act or approval on the part of the Securityholder.

7. To the extent that the lock-up covenants in Section 2 still apply to any of the Subject Securities, the Securityholder hereby agrees not to, directly or indirectly, solicit, seek, encourage or participate in any way with respect to any proposal made to the shareholders of the Corporation that is not supported by the board of directors of the Corporation.

8. The Securityholder hereby represents and warrants that the Securityholder has power and authority to enter into this lock-up agreement, and that it shall have good and marketable title to the Subject Securities upon completion of the Acquisition and understands that the Corporation is relying upon this lock-up agreement in proceeding towards consummation of the Acquisition. The Securityholder further understands that this lock-up agreement shall be binding upon the Securityholder’s legal representatives, heirs, successors, and permitted assigns, and shall enure to the benefit of the Corporation and its legal representatives, successors and assigns and shall survive the death, disability, incapacity, dissolution, winding-up or amalgamation of the Securityholder.

9. This lock-up agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

10. This lock-up agreement may be signed digitally or by other electronic means, which shall be deemed to be original and shall be deemed to have the same legal effect and validity as an agreement bearing an original signature. A signed copy of this lock-up agreement transmitted by email or other electronic transmission shall be deemed to have the same legal effect and validity as delivery of an originally executed copy of this agreement.

[Signature page follows.]

This lock-up agreement is executed this 11th day of April, 2022.

(s) "Seneca Anderson"

Signature

Seneca Anderson

Name

Senior Vice President, Operations

Title

2,572,500 common shares

Number and Type of Security subject to this
Lock-Up Agreement

LOCK-UP AGREEMENT

April 11, 2022

Numinus Wellness Inc. (the “Corporation”)

Re: Lock-Up Agreement relating to the Subject Securities

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3. The foregoing restrictions and covenants in Section 2 shall cease to apply to the following fraction of the Subject Securities effective as of the following dates (each, a “Release Date”) (rounded down in each case to the nearest whole number):

| Release Date | Fraction of Subject Securities to be Released |
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| 6 months following the Effective Date | 1/3 |
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by the Corporation prior to the execution and delivery thereof to the Corporation, as a condition to completion of any such transfer without the consent of the Corporation, (c) transfers made by the Securityholder pursuant to a *bona fide* take-over bid, arrangement or similar transaction involving a change of control of the Corporation made generally to or involving all holders of equity securities of the Corporation after the Effective Date, provided that in the event the take-over bid or acquisition transaction is not completed in respect of the Subject Securities, the Securityholder and the Subject Securities shall remain subject to the restrictions and covenants contained in Section 2.

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7. To the extent that the lock-up covenants in Section 2 still apply to any of the Subject Securities, the Securityholder hereby agrees not to, directly or indirectly, solicit, seek, encourage or participate in any way with respect to any proposal made to the shareholders of the Corporation that is not supported by the board of directors of the Corporation.

8. The Securityholder hereby represents and warrants that the Securityholder has power and authority to enter into this lock-up agreement, and that it shall have good and marketable title to the Subject Securities upon completion of the Acquisition and understands that the Corporation is relying upon this lock-up agreement in proceeding towards consummation of the Acquisition. The Securityholder further understands that this lock-up agreement shall be binding upon the Securityholder's legal representatives, heirs, successors, and permitted assigns, and shall enure to the benefit of the Corporation and its legal representatives, successors and assigns and shall survive the death, disability, incapacity, dissolution, winding-up or amalgamation of the Securityholder.

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[Signature page follows.]

This lock-up agreement is executed this 11 day of April, 2022.

(s) "Yaron Conforti"

Signature

Yaron Conforti

Name

Chief Executive Officer and Director

Title

3,471,247 common shares

Number and Type of Security subject to this
Lock-Up Agreement

LOCK-UP AGREEMENT

April 11, 2022

Numinus Wellness Inc. (the “Corporation”)

Re: Lock-Up Agreement relating to the Subject Securities

1. The undersigned (the “Securityholder”) understands that the Corporation has entered into an arrangement agreement dated April 11, 2022 (the “Definitive Agreement”) with Novamind Inc. (“Novamind”) in connection with the acquisition by the Corporation of all of the issued and outstanding shares of Novamind (the “Acquisition”), and that it is a condition to the completion of the Acquisition that the Securityholder enter into this lock-up agreement.

2. In consideration of the benefit that the Acquisition will confer upon the Securityholder, including the issuance, directly or indirectly, by the Corporation of the Subject Securities (as defined herein) to the Securityholder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Securityholder hereby agrees not to, directly or indirectly, offer, sell, contract to sell, loan, hypothecate, pledge, grant or sell any option for the purchase of, or otherwise dispose of or transfer any securities of the Corporation (other than Replacement Options and Numinus Shares underlying such Replacement Options, as such terms are defined in the Definitive Agreement) that may be issued or issuable, directly or indirectly, to the Securityholder by the Corporation in accordance with the terms of the Definitive Agreement (such securities of the Corporation, other than Replacement Options and Numinus Shares underlying such Replacement Options, are herein referred to as the “Subject Securities”), as any such Subject Securities may be reconstituted, consolidated, converted or otherwise modified or make any short sale of, engage in any hedging transaction with respect to, or enter into any swap, forward or other transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of such Subject Securities (regardless of whether such transaction or arrangement is settled by the delivery of the Subject Securities, other securities of Corporation, cash or otherwise) or agree to or publicly announce any intention to do any of the foregoing, without the prior written consent of the Corporation, any such consent to be at the sole discretion of the Corporation, for a period commencing as of the date hereof and ending on the date that is 18 months following the closing date of the Acquisition (the closing date of the Acquisition is herein referred to as the “Effective Date”), subject to the exceptions set forth below. The parties hereto acknowledge and agree that the restrictions and covenants in this Section 2 shall not apply to the Replacement Options and Numinus Shares underlying such Replacement Options.

3. The foregoing restrictions and covenants in Section 2 shall cease to apply to the following fraction of the Subject Securities effective as of the following dates (each, a “Release Date”) (rounded down in each case to the nearest whole number):

| Release Date | Fraction of Subject Securities to be Released |
|--|---|
| 6 months following the Effective Date | 1/3 |
| 12 months following the Effective Date | 1/3 |
| 18 months following the Effective Date | 1/3 |

4. The foregoing restrictions and covenants in Section 2 shall not apply to (a) transfers to affiliated entities of the Securityholder, any parent, spouse, child or grandchild of the Securityholder, or any company, trust or other entity owned by or maintained for the benefit of the Securityholder, (b) transfers occurring by operation of law, provided, in each case in respect of (a) and (b), that any such transferee (a “Permitted Transferee”) shall first execute and deliver to the Corporation (i) a lock-up agreement in substantially the form hereof, and (ii) a voting and support agreement, substantially in the form of the voting and support agreement entered into by the Securityholder with the Corporation on the date hereof, and each as approved

by the Corporation prior to the execution and delivery thereof to the Corporation, as a condition to completion of any such transfer without the consent of the Corporation, (c) transfers made by the Securityholder pursuant to a *bona fide* take-over bid, arrangement or similar transaction involving a change of control of the Corporation made generally to or involving all holders of equity securities of the Corporation after the Effective Date, provided that in the event the take-over bid or acquisition transaction is not completed in respect of the Subject Securities, the Securityholder and the Subject Securities shall remain subject to the restrictions and covenants contained in Section 2.

5. The Securityholder hereby agrees and covenants to execute and deliver any supplementary documentation requested by the Corporation reflecting restrictions and covenants binding on the Securityholder that are substantially consistent with this lock-up agreement.

6. The Securityholder hereby acknowledges and agrees that the Corporation, at its discretion, may place restrictive legends on any of the Subject Securities to evidence the restrictions and covenants contained in this lock-up agreement without any further act or approval on the part of the Securityholder. The Securityholder hereby agrees and consents to the entry of stop transfer restrictions with the Corporation's transfer agent and registrar, or the equivalent, against the disposition or transfer of the Subject Securities contrary to the provisions of this lock-up agreement without any further act or approval on the part of the Securityholder.

7. To the extent that the lock-up covenants in Section 2 still apply to any of the Subject Securities, the Securityholder hereby agrees not to, directly or indirectly, solicit, seek, encourage or participate in any way with respect to any proposal made to the shareholders of the Corporation that is not supported by the board of directors of the Corporation.

8. The Securityholder hereby represents and warrants that the Securityholder has power and authority to enter into this lock-up agreement, and that it shall have good and marketable title to the Subject Securities upon completion of the Acquisition and understands that the Corporation is relying upon this lock-up agreement in proceeding towards consummation of the Acquisition. The Securityholder further understands that this lock-up agreement shall be binding upon the Securityholder's legal representatives, heirs, successors, and permitted assigns, and shall enure to the benefit of the Corporation and its legal representatives, successors and assigns and shall survive the death, disability, incapacity, dissolution, winding-up or amalgamation of the Securityholder.

9. This lock-up agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

10. This lock-up agreement may be signed digitally or by other electronic means, which shall be deemed to be original and shall be deemed to have the same legal effect and validity as an agreement bearing an original signature. A signed copy of this lock-up agreement transmitted by email or other electronic transmission shall be deemed to have the same legal effect and validity as delivery of an originally executed copy of this agreement.

[Signature page follows.]

This lock-up agreement is executed this 11 day of April, 2022.

(s) "Yisroel (Sruli) Weinreb"

Signature

Yisroel (Sruli) Weinreb

Name

Director

Title

3,219,333 common shares

Number and Type of Security subject to this
Lock-Up Agreement