# FORM 7

## MONTHLY PROGRESS REPORT

Name of Listed Issuer: Sproutly Canada Inc. (the "Issuer").

Trading Symbol: SPR

Number of Outstanding Listed Securities: 186,334,954

Date: June 4, 2019

This Monthly Progress Report must be posted before the opening of trading on the fifth trading day of each month. This report is not intended to replace the Issuer's obligation to separately report material information forthwith upon the information becoming known to management or to post the forms required by Exchange Policies. If material information became known and was reported during the preceding month to which this report relates, this report should refer to the material information, the news release date and the posting date on the Exchange website.

This report is intended to keep investors and the market informed of the Issuer's ongoing business and management activities that occurred during the preceding month. Do not discuss goals or future plans unless they have crystallized to the point that they are "material information" as defined in the Policies. The discussion in this report must be factual, balanced and non-promotional.

### General Instructions

(a) Prepare this Monthly Progress Report using the format set out below. The sequence of questions must not be altered nor should questions be omitted or left unanswered. The answers to the items must be in narrative form. State when the answer to any item is negative or not applicable to the Issuer. The title to each item must precede the answer.

(b) The term "Issuer" includes the Issuer and any of its subsidiaries.

(c) Terms used and not defined in this form are defined or interpreted in Policy 1 – Interpretation and General Provisions.

### Report on Business

1. Provide a general overview and discussion of the development of the Issuer's business and operations over the previous month. Where the Issuer was inactive disclose this fact.

   **On May 1, 2019 the Issuer announced it had entered into a definitive agreement to form a joint venture (the "Joint Venture" or the "JV") with OCC Holdings Ltd., an affiliate of Moosehead Breweries Ltd. ("Moosehead"). The purpose of the JV is to develop, produce, and market non-alcoholic cannabis-infused beverages in Canada.**

**The JV will be structured as a standalone company with its own board of directors and management team. The Issuer and Moosehead will each hold a 50% interest in the JV and have the right to nominate 3 directors. Moosehead shall appoint the Chief Executive Officer and the Issuer shall appoint the Chairperson of the board of directors of the JV. The Issuer will provide Infuz20 exclusively to the Joint Venture in Canada for the purpose of producing cannabis beverages (excluding hemp) for a period of 5 years (the "Exclusivity Period"), such Exclusivity Period being subject to a potential extension based on the Joint Venture reaching certain revenue targets. The formation of the Joint Venture is subject to the satisfaction of certain conditions, including the execution and delivery of various transaction agreements, governance documents and supply agreements.**

2. Provide a general overview and discussion of the activities of management. **See point 1 above.**

3. Describe and provide details of any new products or services developed or offered. For resource companies, provide details of new drilling, exploration or production programs and acquisitions of any new properties and attach any mineral or oil and gas or other reports required under Ontario securities law. **See point 1 above.**

4. Describe and provide details of any products or services that were discontinued. For resource companies, provide details of any drilling, exploration or production programs that have been amended or abandoned. **None.**

5. Describe any new business relationships entered into between the Issuer, the Issuer's affiliates or third parties including contracts to supply products or services, joint venture agreements and licensing agreements etc. State whether the relationship is with a Related Person of the Issuer and provide details of the relationship. **See point 1 above.**

6. Describe the expiry or termination of any contracts or agreements between the Issuer, the Issuer's affiliates or third parties or cancellation of any financing arrangements that have been previously announced. **None.**

7. Describe any acquisitions by the Issuer or dispositions of the Issuer's assets that occurred during the preceding month. Provide details of the nature of the assets acquired or disposed of and provide details of the consideration paid or payable together with a schedule of payments if applicable, and of any valuation. State how the consideration was determined and whether the acquisition was from or the disposition was to a Related Person of the Issuer and provide details of the relationship. **None.**

8. Describe the acquisition of new customers or loss of customers. **None.**

9. Describe any new developments or effects on intangible products such as brand names, circulation lists, copyrights, franchises, licenses, patents, software, subscription lists and trade-marks. **None.**

10. Report on any employee hirings, terminations or lay-offs with details of anticipated length of lay-offs. **The Issuer's subsidiary, THR, hired Rose Mamaril as a Production Technician.**

11. Report on any labour disputes and resolutions of those disputes if applicable. **None.**

12. Describe and provide details of legal proceedings to which the Issuer became a party, including the name of the court or agency, the date instituted, the principal parties to the proceedings, the nature of the claim, the amount claimed, if any, if the proceedings are being contested, and the present status of the proceedings. **None.**

13. Provide details of any indebtedness incurred or repaid by the Issuer together with the terms of such indebtedness. **None.**

14. Provide details of any securities issued and options or warrants granted.

| Security | Number Issued | Details of Issuance | Use of Proceeds[(1)] |
|---|---|---|---|
| Common Shares | 2,666,666 | Exercise of Convertible Debentures | Working Capital |
| Common Shares | 1,717,680 | Exercise of Warrants | Working Capital |

*(1) State aggregate proceeds and intended allocation of proceeds.*

15. Provide details of any loans to or by Related Persons. **None.**

16. Provide details of any changes in directors, officers or committee members.

    **None.**

17. Discuss any trends which are likely to impact the Issuer including trends in the Issuer's market(s) or political/regulatory trends. **None.**

**Certificate Of Compliance**

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance.

2. As of the date hereof there were is no material information concerning the Issuer which has not been publicly disclosed.

3. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CNSX Policy 1).

4. All of the information in this Form 7 Monthly Progress Report is true.

Dated: June 4, 2019.

Craig Loverock
Name of Director or Senior Officer

s/ "Craig Loverock"
Signature

Chief Financial Officer
Official Capacity

| ***Issuer Details***<br>Sproutly Canada Inc. | For Month End<br>May 31, 2019 | Date of Report YY/MM/D<br><br>2019/06/04 |
|---|---|---|
| Issuer Address<br>1055 Dunsmuir Street, Suite 3318 | | |
| City/Province/Postal Code<br>Vancouver/BC/V7X 1L2 | Issuer Fax No.<br>(N/A) | Issuer Telephone No.<br>(778) 945-6868 |
| Contact Name<br><br>Craig Loverock | Contact Position<br>CFO | Contact Telephone No.<br><br>647-984-1244 |
| Contact Email Address<br><br>Craig.loverock@sproutly.ca | Web Site Address<br><br>www.sproutly.ca | |