
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 6-K

**REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of July 2025 (Report No. 4).

Commission File Number: 001-40065

IM Cannabis Corp.

(Exact Name of Registrant as Specified in Charter)

Kibbutz Glil Yam, Central District, Israel 4690500

(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

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Private Placement Offering

On July 30, 2025, IM Cannabis Corp. (the “**Company**”) entered into subscription agreements (the “**Subscription Agreements**”) for a private placement financing with certain investors (the “Offering”). Under the Subscription Agreements, the investors have agreed to purchase an aggregate of 2,050,000 units (each a “Unit”, and collectively, the “**Units**”) at a purchase price of C\$2.74 per Unit. Each Unit consists of one common share of the Company, no par value per share (the “**Common Shares**”), or one common share pre-funded warrant in lieu thereof (the “**Pre-Funded Warrants**”), and one common share purchase warrant (the “**Warrants**”).

The Offering amount and Unit price were calculated based on the official exchange rate as of July 21, 2025, of 1 USD = 1.3713 CAD (USD/ILS = 3.3550; CAD/ILS = 2.4465) as published on the website of the Bank of Israel (the “**Exchange Rate**”).

Each Warrant entitles its holder to purchase one Common Share (each, a “**Warrant Share**”) at an exercise price of C\$3.43 per Warrant Share, became exercisable immediately upon issuance and for a period of sixty (60) months from its issuance. If the Warrants are not exercised by the applicable expiry date, the Warrants will expire and be of no further force or effect. The Warrants and the Warrant Shares may not be traded for a period of four (4) months, unless permitted under applicable securities legislation.

Each Pre-Funded Warrant entitles its holder to purchase one Common Share (each, a “**Pre-Funded Share**”) at a price of C\$0.00001 per Pre-Funded Share, became exercisable immediately upon issuance and may be exercised at any time until exercised in full. The Pre-Funded Warrants and the Pre-Funded Warrant Shares may not be traded for a period of four (4) months, unless permitted under applicable securities legislation.

The Offering resulted in gross proceeds to the Company of C\$5,622,522, which the Company intends to use for general working capital, repayment of existing indebtedness and general corporate purposes. The Offering closed on July 30, 2025.

Pursuant to the Subscription Agreement, the Company has agreed to file a resale registration statement on Form F-3 (or other available form) (the “**Registration Statement**”) providing for the resale by the purchasers of the Common Shares, the Warrant Shares, the Pre-Funded Shares and the Finder’s Warrant Shares (as defined below) within thirty (30) calendar days of the Closing Date. The Company also agreed to use commercially reasonable efforts to cause such Registration Statement to become effective as soon as practicable, but in no event later than the date, which shall be either: (i) in the event that the U.S. Securities and Exchange Commission does not review the Registration Statement, sixty (60) calendar days after the Closing Date, or (ii) in the event that the U.S. Securities and Exchange Commission reviews the Registration Statement, ninety (90) days after the Closing Date.

The foregoing summaries of the Subscription Agreements, the Warrants and the Pre-Funded Warrants do not purport to be complete and are qualified in their entirety by reference to the Form of Subscription Agreement (Non-US Investors), Form of Subscription Agreement (US Investors), Form of Common Warrant and Form of Pre-Funded Warrant, which are attached as Exhibits 99.1, 99.2, 99.3, and 99.4, respectively, to this Report of Foreign Private Issuer on Form 6-K and are incorporated herein by reference.

Advisory Agreement

In connection with the Offering, on July 31, 2025, the Company entered into a Consulting Agreement (the “**Consulting Agreement**”) with Pure Equity Ltd. (“**Pure Equity**”), pursuant to which Pure Equity provided the Company with consulting services related to the Offering. In consideration of the consulting services, the Company issued to Pure Equity a warrant (the “**Finder’s Warrant**”) to purchase up to 140,000 common shares of the Company (the “**Finder’s Warrant Shares**”). In addition, pursuant to the Consulting Agreement, Pure Equity shall be entitled to a one-time cash payment of \$260,000 plus applicable taxes.

The Finder’s Warrant has an exercise price of US\$2.50 per Finder’s Warrant Share, became exercisable immediately upon issuance and for a period of sixty (60) months following its issuance. The Finder’s Warrant and the Finder’s Warrant Share may not be traded for a period of four (4) months, unless permitted under applicable securities legislation.

The foregoing summaries of the Advisory Agreement and the Finder’s Warrant do not purport to be complete and are qualified in their entirety by reference to the Advisory Agreement and the Form of Finder’s Warrants, which are attached as Exhibits 99.5 and 99.6, respectively, to this Report of Foreign Private Issuer on Form 6-K and are incorporated herein by reference.

The securities described herein have not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), and may not be sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act.

This Report of Foreign Private Issuer on Form 6-K shall not constitute an offer to sell or the solicitation of an offer to buy the securities described herein, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

Press Release

On July 31, 2025, the Company issued a press release titled: “IM Cannabis Closes Private Placement for Gross Proceeds of Approximately US\$4.1 Million”. A copy of this press release is furnished herewith as Exhibit 99.7.

Incorporation by Reference

This Report of Foreign Private Issuer on Form 6-K is incorporated by reference into the Company’s Registration Statement on Form F-3 (File No. [333-288346](#)) filed with the Securities and Exchange Commission to be a part thereof from the date on which this Report of Foreign Private Issuer on Form 6-K is submitted, to the extent not superseded by documents or reports subsequently filed or furnished.

EXHIBIT INDEX

Exhibit No.

<u>99.1</u>	<u>Form of Subscription Agreement (Non-US Investors)</u>
<u>99.2</u>	<u>Form of Subscription Agreement (US Investors)</u>
<u>99.3</u>	<u>Form of Common Warrant</u>
<u>99.4</u>	<u>Form of Pre-Funded Warrant</u>
<u>99.5</u>	<u>Advisory Agreement, dated July 31, 2025, by and between the Company and Pure Equity</u>
<u>99.6</u>	<u>Form of Finder's Warrant</u>
<u>99.7</u>	<u>Press Release, dated July 31, 2025, titled "IM Cannabis Closes Private Placement for Gross Proceeds of Approximately US\$4.1 Million"</u>

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

IM CANNABIS CORP.
(Registrant)

Date: July 31, 2025

By: /s/ Oren Shuster

Name: Oren Shuster

Title: Chief Executive Officer and Director

THE SECURITIES BEING SUBSCRIBED FOR HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED HEREIN) UNLESS SUCH SECURITIES ARE REGISTERED UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS IS AVAILABLE.

IM CANNABIS CORP.

Subscription Agreement for Units

Instructions

1. Complete and sign the **cover page** of the Subscription Agreement.
2. If you are not a Portfolio Manager but you are a resident of a jurisdiction of Canada, mark the appropriate box under **section 5.1.3** of the Subscription Agreement.
3. If you are subscribing under the "accredited investor" exemption set out in section 5.1.3.1 of the Subscription Agreement, or if you are a Portfolio Manager:
 - 3.1 complete and sign the Accredited Investor Certificate (**Schedule A** to the Subscription Agreement); and
 - 3.2 if you are an individual relying on category (j), (k) or (l) of the Accredited Investor Certificate (and do not meet the higher financial asset threshold set out in paragraph (j.1) of the Accredited Investor Certificate), complete and sign the Form 45-106F9—Form for Individual Accredited Investors (**Schedule B** to the Subscription Agreement).
4. If you are subscribing under the "family, friends and business associates" exemption set out in section 5.1.3.3 of the Subscription Agreement:
 - 4.1. complete and sign the Family, Friends and Business Associates Certificate (**Schedule C** to the Subscription Agreement); and
 - 4.2. if you are a resident of Ontario, complete and sign the Form 45-106F12—Risk Acknowledgement Form for Family, Friends and Business Associate Investors (**Schedule D** to the Subscription Agreement); and
 - 4.3. if you are a resident of Saskatchewan and are subscribing based on a close personal friendship or a close business association, complete and sign the Form 45-106F5—Risk Acknowledgement (**Schedule E** to the Subscription Agreement).
5. If you are in the United States or a U.S. Person (as defined herein) or subscribing to or for the account or benefit of a U.S. Person or a person in the United States and subscribing as a U.S. Accredited Investor (as defined herein) complete and sign the U.S. Accredited Investor Certificate (**Schedule F** to the Subscription Agreement).
6. If you are in the United States or a U.S. Person (as defined herein) or subscribing to or for the account or benefit of a U.S. Person or a person in the United States and subscribing as a "qualified institutional buyer" (as defined herein) complete and sign the Qualified Institutional Buyer Letter (**Schedule G** to the Subscription Agreement).
7. If you are a subscriber purchasing under the "minimum amount" exemption set out in section 5.1.3.2 of the Subscription Agreement, you must complete and sign a Minimum Amount Investment Status Certificate (**Schedule H** to the Subscription Agreement).
8. In addition to completing 1-7, as applicable, if you are subscribing and are a resident, or subscribing for the account or benefit of a resident, **outside of Canada and the United States**, complete and sign the Foreign Subscriber Certificate (**Schedule I** to the Subscription Agreement).

Please deliver your completed and signed Subscription Agreement (along with any other documents required to be delivered at Closing) by no later than 4:00 p.m. (Eastern Time) on , 2025, to:

GARFINKLE BIDERMAN LLP
Attention: Adam Fishman, Partner
E-mail:

Method of Payment

Payment of the aggregate subscription price should be made by no later than 4:00 p.m. (Eastern Time) on , 2025, in New Israeli Shekel (₪) by wire transfer in accordance with the following instructions:

Beneficiary Name:	IMC Holdings Ltd.
Beneficiary Account #:	Account Number:
Beneficiary Bank:	Bank Leumi le-Israel B.M.
IBAN Number:	

Who is the “Subscriber”?**1. Acting for Self**

If you are subscribing for yourself, then you are the “**Subscriber**”. You are also referred to as the “**Purchaser**”.

2. Acting as Portfolio Manager

If you (the “**Portfolio Manager**”) are subscribing for securities for a fully managed account (on behalf of the “**Beneficial Purchaser**”) and are deemed to be purchasing as “principal” under securities laws (by virtue of being an adviser, a trust company or a trust corporation meeting the relevant criteria set out in National Instrument 45-106), then you (the Portfolio Manager) are the “**Subscriber**”. References to “**Purchaser**” mean both you (the Portfolio Manager) and the Beneficial Purchaser.

3. Acting in Representative Capacity (Not Portfolio Manager)

If you are not a Portfolio Manager (described in #2 above) but are otherwise signing the agreement in a representative capacity (e.g., if you are acting on behalf of a high net worth individual who wishes to invest in the securities), then the person on whose behalf you are acting (e.g., the high net worth individual) is the “**Subscriber**”. You will identify yourself on the first page of the Subscription Agreement on the line that says “Name and official capacity or title of authorized signatory/agent”.

SUBSCRIPTION AGREEMENT FOR UNITS

To: IM Cannabis Corp. (the “Company”)

The Subscriber (or, if the Subscriber is a Portfolio Manager, the Portfolio Manager as agent for the Beneficial Purchaser) named below subscribes for and agrees to purchase from the Company the number of units (each, a “Unit”) set out below for the aggregate subscription price set out below, representing a subscription price of C\$2.74 per Unit, on and subject to the terms and conditions set out in the attached “Terms and Conditions of the Offering” (together with this page, the Company’s signature page and the attached Schedules, the “Agreement” or “Subscription Agreement”).

Signed by the Subscriber as of _____, 2025.

Please complete this entire Agreement, including all applicable Schedules. Please print, except in the case of signatures.

<p style="text-align: center;">Subscriber Information</p> <hr/> <p>Full legal name of Subscriber (including, for an individual, full middle names)</p> <hr/> <p>Signature of Subscriber (or authorized signatory/agent on behalf of Subscriber)</p> <hr/> <p>Name and official capacity or title of authorized signatory/agent, if applicable</p> <hr/> <p>Residential or head office address of Subscriber (or business address, if the Subscriber is a Portfolio Manager), including postal/zip code</p> <hr/> <p>Telephone number of Subscriber</p> <hr/> <p>Email address of Subscriber</p> <hr/> <p>The Subscriber <input type="checkbox"/> <u>is</u> or <input type="checkbox"/> <u>is not</u> a Portfolio Manager. {please check one box}</p> <p><i>If you (the “Portfolio Manager”) are subscribing for securities for a fully managed account (on behalf of the “Beneficial Purchaser”) and are deemed to be purchasing as “principal” under securities laws (by virtue of being an adviser, a trust company or a trust corporation meeting the relevant criteria set out in National Instrument 45-106), then you should complete this page as the “Subscriber” and check the box indicating that you are a Portfolio Manager. Please complete one agreement for each Beneficial Purchaser.</i></p> <p><i>If you are not a Portfolio Manager but are otherwise subscribing for securities in a representative capacity (for example, if you are an agent subscribing for securities on behalf of a principal, or if you are acting under a power of attorney), then the person on whose behalf you are acting should be identified as the “Subscriber”, and you should identify yourself on this page as the authorized signatory or agent. You may be required to provide documentation to establish your authority and capacity to sign on behalf of the Subscriber (see Section 2.1.3 of this Agreement).</i></p>	<p>Number of Units: _____ x C\$2.74</p> <hr/> <p>Aggregate subscription price: C\$ _____</p> <p>For the purpose of this Agreement, the exchange rate will be fixed at the daily exchange rate calculated by the Bank of Israel on the Business Day prior to the Closing Date (as defined herein). If you invest in ₪ or US\$, the number of Units you purchase will be determined on this date.</p> <hr/> <p>Excluding securities subscribed for in this Agreement, the Subscriber (or the Beneficial Purchaser, if applicable) owns, directly or indirectly, or exercises control or direction over:</p> <p>(a) _____ Common Shares; and</p> <p>(b) securities convertible into an additional _____ Common Shares.</p> <hr/> <p>Is the Subscriber (or the Beneficial Purchaser) an “insider” (as defined in applicable securities laws, and which generally includes a director, an officer or a 10% shareholder)? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Is the Subscriber a “registrant” (as defined in applicable securities laws)? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>The Beneficial Purchaser (if applicable) is a resident of the following jurisdiction: {please check one box below, if the Subscriber is a Portfolio Manager}</p> <p><input type="checkbox"/> Manitoba</p> <p><input type="checkbox"/> Québec</p> <p><input type="checkbox"/> other</p>
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<p style="text-align: center;">Registration Instructions</p> <hr/> <p>Name and address</p> <hr/> <p>Account reference, if applicable</p>	<p style="text-align: center;">Delivery Instructions</p> <hr/> <p>Name and address</p> <hr/> <p>Account reference, if applicable</p>
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This is the first page of an agreement composed of 15 pages (plus Schedule A to Schedule K).

The Company accepts the subscription on the terms and conditions contained in this Agreement as of , 2025.

IM CANNABIS CORP.

Subscription No:

Per: _____
Authorized signatory

TERMS AND CONDITIONS OF THE OFFERING

1. Offering

- 1.1 **The Offering:** The Units to be issued under this Agreement (the “**Purchased Securities**”) are part of an offering by the Company of up to an aggregate of up to 2,055,000 Units (the “**Offered Securities**”) on a non-brokered private placement basis, at a price of C\$2.74 per Unit, for aggregate gross proceeds to the Company of up to C\$5,650,000 (the “**Offering**”). Each Unit consists of one common share in the capital of the Company (each, a “**Common Share**”) and one Common Share purchase warrant (each, a “**Warrant**”). Each Warrant entitles the holder to purchase one additional Common Share at a price of C\$3.43 per Common Share for a period of 60 months from the issuance date. If the Warrants are not exercised by the applicable expiry date, the Warrants will expire and be of no further force or effect. Notwithstanding anything herein to the contrary, to the extent that a Subscriber determines, in its sole discretion, that such Subscriber’s Subscription Amount (together with such Subscriber’s affiliates and any person acting as a group together with such Subscriber or any of such Subscriber’s affiliates) would cause such Subscriber’s beneficial ownership of Common Shares in excess of the Beneficial Ownership Limitation, or as such Subscriber may otherwise choose, such Subscriber may elect to purchase pre-funded warrants (each, a “**Pre-Funded Warrant**”), each Pre-Funded Warrant entitles the holder to purchase one additional Common Share at a price of C\$0.00001 per Common Share in lieu of the Common Shares, which Pre-Funded Warrants shall be exercisable immediately and shall expire when exercised in full. The “**Beneficial Ownership Limitation**” shall be 4.99% (or, at the election of the Subscriber at Closing, 9.99%) of the number of Common Shares outstanding immediately after giving effect to the issuance of the Purchased Securities on the Closing Date. In no event may the Beneficial Ownership Limitation exceed 9.99% of the number of Common Shares outstanding immediately after giving effect to the issuance of Common Shares upon exercise of the Pre-Funded Warrants held by the Subscriber. In each case, the election to receive Pre-Funded Warrants is solely at the option of the Subscriber.

The Offering size may be increased at the sole discretion of the Company.

The Offering is not subject to a minimum amount and your subscription may be the only subscription in the Offering.

- 1.2 **Term Sheet:** A copy of the term sheet outlining the terms and conditions of the Offering (the “**Term Sheet**”) is attached as Schedule J. If there is any inconsistency between the provisions of the Term Sheet and the provisions of this Agreement (excluding Schedule J), the provisions of this Agreement (excluding Schedule J) will prevail.

2. Terms and Conditions of the Subscription

- 2.1 **Deliveries by Subscriber:** In connection with the purchase of the Purchased Securities, the Subscriber agrees to return to the Company, in accordance with the Company’s written instructions, the following items:

2.1.1 this Agreement, completed and signed, including:

- 2.1.1.1 if the Subscriber is in Canada (or the Beneficial Purchaser, if applicable), the documents specified in Section 5.1.3 or 5.1.4, as applicable; or
- 2.1.1.2 if the Subscriber is in the United States or subscribing to or for the account or benefit of a U.S. Person or a person in the United States, the documents specified in Section 5.1.5, as applicable; or
- 2.1.1.3 if the Subscriber (or the Beneficial Purchaser, if applicable) is not within Canada or the United States, the documents specified in Section 5.1.6, as applicable.

2.1.2 the amount of the aggregate subscription price which shall be paid to the Company pursuant to the wiring instructions set out on the cover of this Agreement.

- 2.1.3 if this Agreement is being signed by an authorized signatory or agent, any documentation requested by the Company to establish the relevant authority and capacity of the authorized signatory or agent; and
- 2.1.4 any further documentation required under securities laws or other regulatory authority, or otherwise contemplated by this Agreement.
- 2.2 **Compliance with Laws:** The Subscriber, or if the Subscriber is a Portfolio Manager, then both the Portfolio Manager and the Beneficial Purchaser, (in either case, the “Purchaser”) agrees to comply with applicable securities laws and the rules and regulations of the Nasdaq Capital Market (“NASDAQ”) concerning the purchase of, the holding of, and the resale restrictions applicable to, the Purchased Securities.
- 2.3 **Expenses:** All costs incurred by the Purchaser (including any fees and disbursements of any legal counsel or other advisors retained by the Purchaser) relating to the purchase of the Purchased Securities will be borne by the Purchaser.
- 2.4 **Exchange rate:** In this Agreement, “Exchange Rate” means the US\$:₪, C\$:₪ or C\$:US\$, as applicable, with the daily exchange rate as reported by the Bank of Israel on the Business Day (as defined herein) prior to the Closing Date.
- 2.5 **Currency:** Unless otherwise specified, all dollar amounts in this Agreement, including the symbol “C\$” or “\$”, are expressed in Canadian dollars. If the Subscriber provides the amount of the aggregate subscription price in US\$ or ₪, as applicable, then the number of Units issuable to the Subscriber will be determined by multiplying the aggregate subscription price by the Exchange Rate and dividing the product by the aggregate subscription price.
3. **Acceptance or Rejection of the Subscription**
- 3.1 **Offer and Acceptance:** By signing this Agreement, the Purchaser irrevocably offers to subscribe for the number of Units set out on the cover page of this Agreement. The Company may, in its absolute discretion, accept or reject the Purchaser’s subscription for Units set out in this Agreement, in whole or in part, and the Company reserves the right to allot to the Subscriber, or if the Subscriber is a Portfolio Manager, then to the Beneficial Purchaser, less than the amount of Units subscribed for under this Agreement. This Agreement is not enforceable against the Company unless (and except to the extent to which) it has been accepted by the Company. The Purchaser waives any requirement of the Company to communicate its acceptance of the subscription (in whole or in part) to the Purchaser.
- 3.2 **Return of Funds:** If this Agreement is rejected in whole, any payment delivered by the Subscriber to the Company on account of the subscription price for the Purchased Securities will be promptly returned to the Subscriber, without interest. If this Agreement is accepted only in part, payment in the amount of any excess payment delivered by the Subscriber to the Company on account of the subscription price for the Purchased Securities will be promptly delivered to the Subscriber, without interest.
- 3.3 **Conditions in Favour of the Company:** The obligation of the Company to complete the sale of the Purchased Securities is subject to the satisfaction (or waiver by the Company) of the following conditions at or before the Closing Time:
- 3.3.1 the Subscriber will have delivered the items set out in Section 2.1;
- 3.3.2 the representations and warranties made by the Purchaser in this Agreement will have been true and correct when made and will be true and correct at the Closing Time with the same force and effect as if they had been made as of the Closing Time;
- 3.3.3 all covenants contained in this Agreement to be performed by the Purchaser at or before the Closing Time will have been performed in all material respects;
- 3.3.4 the Company will have made any requisite filings pursuant to the rules and regulations of NASDAQ;
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3.3.5 all other necessary regulatory approvals will have been obtained; and

3.3.6 the sale of the Purchased Securities will be exempt from prospectus requirements under applicable securities laws.

4. The Closing

4.1 **Closing:** The closing of the Offering (the “**Closing**”) will take place at the office of Garfinkle, or any other place as the Company may determine, at 4:00 p.m. (Eastern Time), or any other time as the Company may determine, (the “**Closing Time**”) on _____, 2025, or any other date as the Company may determine (the “**Closing Date**”).

4.2 **Closing Deliveries:** The Subscriber acknowledges that the Purchased Securities shall be represented by one or more certificates or, at the option of the Company, the Purchased Securities may be issued in a book entry form such as the direct registration system (“**DRS**”). On Closing, the Company will cause the Purchased Securities to be issued by the Company’s transfer agent, and the certificate(s) representing the Purchased Securities, or an ownership statement issued under a book entry system in respect of the Purchased Securities, as applicable, will be sent by the Company’s transfer agent to the Subscriber (or as the Subscriber has directed) as soon as practicable following the Closing Date.

4.3 **Power of Attorney:** The Purchaser authorizes the Company to act as the Purchaser’s representative at the Closing and constitutes and appoints the Company as the true and lawful attorney of the Purchaser, with full power of substitution, to act for and in the name of the Purchaser at the Closing to: (i) sign and deliver all closing receipts and documents required; (ii) complete or correct any errors or omissions in any form or document provided by the Purchaser; and (iii) approve or accept any opinion, certificate or other document addressed or delivered to the Purchaser. The power of attorney granted under this Section 4.3 (the “**Power of Attorney**”) is irrevocable, is coupled with an interest, and has been given for valuable consideration (the receipt and adequacy of which are acknowledged). Any person dealing with the Company may conclusively presume that any document or instrument executed by the Company under the Power of Attorney is authorized and binding on the Purchaser, without further inquiry. The Purchaser agrees to be bound by any representations made or actions taken by the Company under the Power of Attorney, and waives all defences that may be available to contest, negate or disaffirm any action taken in good faith under the Power of Attorney.

4.4 **Partial Closings:** The Purchaser acknowledges that the Offering may, in the discretion of the Company, be completed at one or more partial closings. If one or more partial closings is conducted, the Closing as contemplated by this Agreement may be effected at one or more of those partial closings.

5. Representations, Warranties and Covenants of the Purchaser

5.1 **Representations, Warranties and Covenants:** The Purchaser represents, warrants and covenants to and with the Company, as at the date this Agreement is executed by the Subscriber and at the Closing Time, as follows, and acknowledges that the Company and its counsel are relying on the representations and warranties given by the Purchaser in this Agreement, despite any investigation made by or on behalf either of them.

5.1.1 **Residence:** The Subscriber is resident in the place set out on the cover page of this Agreement as that person’s address, and that address is not being used solely for the purpose of acquiring the Purchased Securities.

5.1.2 **Purchasing as Principal:**

5.1.2.1 If the Subscriber is not a Portfolio Manager, then the Subscriber is purchasing the Purchased Securities as principal for the Subscriber’s own account and not for the benefit of any other person; or

5.1.2.2 if the Subscriber is a Portfolio Manager, then the Portfolio Manager is purchasing the Purchased Securities as agent for the Beneficial Purchaser and the Beneficial Purchaser is purchasing the Purchased Securities for its own account and not for the benefit of any other person.

The Purchaser is purchasing the Purchased Securities for investment only and not with a view to the resale or distribution of any of the Purchased Securities and is capable of bearing the risk of total loss.

5.1.3 **Applicable Private Placement Exemption – Subscriber Exemptions:** If the Subscriber is not a Portfolio Manager, and if the Subscriber is a resident of a jurisdiction of Canada: *{please mark the applicable box}*

- 5.1.3.1 ☐ **Accredited Investor:** the Subscriber is an “accredited investor” as defined in National Instrument 45-106 *Prospectus Exemptions* (“NI 45-106”) or section 73.3 of the Securities Act (Ontario) and:
- 5.1.3.1.1 the Subscriber is delivering with this Agreement a completed and signed Accredited Investor Certificate (attached as Schedule A); and
- 5.1.3.1.2 if the Subscriber is an individual relying on category (j), (k) or (l) of the Accredited Investor Certificate (and does not meet the higher financial asset threshold set out in paragraph (j.1) of the Accredited Investor Certificate), the Subscriber is delivering with this Agreement a completed and signed Form 45-106F9 – Form for Individual Accredited Investors (attached as Schedule B); or
- 5.1.3.2 ☐ **Minimum Amount Investment:** (a) the aggregate acquisition cost of the Purchased Securities is not less than \$150,000 paid in cash at the time of the distribution; (b) the Subscriber is not an individual; and (c) the Subscriber was not created, and is not being used, solely to purchase or hold securities in reliance on an exemption from the prospectus requirements under securities laws; or
- 5.1.3.3 ☐ **Family, Friends and Business Associates:** the Subscriber is a person eligible to subscribe for securities under section 2.5 of NI 45-106 (*Family, friends and business associates*) by virtue of being a person described in the Family, Friends and Business Associates Certificate (attached as Schedule C) and:
- 5.1.3.3.1 the Subscriber is delivering with this Agreement a completed and signed Family, Friends and Business Associates Certificate (attached as Schedule C); and
- 5.1.3.3.2 if the Subscriber is a resident of Ontario, the Subscriber is delivering with this Agreement a completed and signed Form 45-106F12 – Risk Acknowledgement Form for Family, Friends and Business Associate Investors (attached as Schedule D); and
- 5.1.3.3.3 if the Subscriber is a resident of Saskatchewan and is subscribing based on a close personal friendship or a close business association, the Subscriber is delivering with this Agreement a completed and signed Form 45-106F5 – Risk Acknowledgement (attached as Schedule E); or
- 5.1.3.4 ☐ **Other Exemption:** the Subscriber is purchasing the Purchased Securities under a statutory exemption or an exemption order which has the effect of eliminating any requirement for a prospectus or similar disclosure document to be delivered in connection with the purchase of the Purchased Securities by the Subscriber, or the purchase by the Subscriber of the Purchased Securities is otherwise not subject to a prospectus requirement under applicable securities laws in Canada, and the Subscriber is delivering with this Agreement details of any relevant exemption, order or circumstances.
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- 5.1.4 **Applicable Private Placement Exemption – Portfolio Manager Exemption:** If the Subscriber is a Portfolio Manager, the Portfolio Manager: (a) is an “accredited investor” as defined in NI 45-106 or section 73.3 of the *Securities Act* (Ontario) by virtue of falling within the category set out in paragraph (p) or (q) of the Accredited Investor Certificate (attached as Schedule A); (b) is delivering with this Agreement a completed and signed Accredited Investor Certificate (attached as Schedule A); and (c) is not a trust company or trust corporation registered under the laws of Prince Edward Island (unless the Portfolio Manager is deemed to be purchasing the Purchased Securities as principal for the purposes of section 2.3 of NI 45-106).
- 5.1.5 **United States Private Placement Exemption:** If the Subscriber is in the United States or is a U.S. Person or is subscribing to or for the account or benefit of a U.S. Person or a person in the United States {please mark the applicable box}:
- 5.1.5.1 ☐ **U.S. Accredited Investor:** the Subscriber is an “accredited investor” (“**U.S. Accredited Investor**”) within the meaning of Rule 501(a) of Regulation D under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) and the Subscriber is delivering with this Agreement a completed and signed U.S. Accredited Investor Certificate (attached as Schedule F); or
- 5.1.5.2 ☐ **Qualified Institutional Buyer:** the Subscriber is a “qualified institutional buyer” within the meaning of Rule 144A under the U.S. Securities Act that is also an “accredited investor” within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act and the Subscriber is delivering with this Agreement a completed Qualified Institutional Buyer Letter (attached as Schedule G);
- 5.1.6 **Foreign Subscriber (outside of Canada or the United States):** If the Purchaser is a resident in a jurisdiction outside of Canada and the United States, the delivery of this Subscription Agreement by the Purchaser complies with all laws applicable to the Purchaser, and the Purchaser has completed, executed and delivered to the Company the Foreign Subscriber Certificate (attached as Schedule H).
- 5.1.7 **Other Representations in Subscription Agreement:** The representations made by the Purchaser on the cover page of this Agreement and in all Schedules and other documents delivered by the Purchaser under this Agreement are true and correct.
- 5.1.8 **Purchase by Private Placement:** The Purchaser is aware that the Company is relying on exemptions from the requirements under securities laws to provide the Purchaser with a prospectus, and no prospectus has been filed by the Company with any stock exchange or regulatory authority in connection with the issuance of the Purchased Securities, and as a consequence:
- 5.1.8.1 the Purchaser is restricted from using some of the civil remedies otherwise available under securities laws and certain protections, rights and remedies provided by securities laws, including statutory rights of rescission or damages, will not be available to the Purchaser; and
- 5.1.8.2 the Purchaser may not receive information that would otherwise be required to be provided to the Purchaser under securities laws.
- 5.1.9 **Resale Restrictions:** The Purchaser is aware that there are restrictions on the Purchaser’s ability to resell the Purchased Securities (and the underlying securities) and it is the Purchaser’s responsibility to consult the Purchaser’s own advisors to find out what those restrictions are and to comply with them before selling the Purchased Securities (and the underlying securities).
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- 5.1.10 **Legends:** The Purchaser is aware that any certificates or DRS representing the Purchased Securities (and the underlying securities, unless issued at least four months after the Closing Date) will bear a legend (or an ownership statement issued under a book-entry system will bear a legend restriction notation) in substantially the following form in addition to any legends required by the U.S. Securities Act as further described in Schedule F:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE DECEMBER 1, 2025.”

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR ANY STATE SECURITIES LAWS, AND MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT AND IS AVAILABLE FOR RESALE OF THE SECURITIES, (D) IN COMPLIANCE WITH AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, INCLUDING RULE 144 OR RULE 144A THEREUNDER, IF AVAILABLE, OR (E) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICATION STATE SECURITIES LAWS, AND, IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS. THE HOLDER FURTHER UNDERSTANDS AND AGREES THAT IN THE EVENT OF A TRANSFER PURSUANT TO THE FOREGOING CLAUSE (B), (D) OR (E), THE COMPANY MAY REQUIRE A LEGAL OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE COMPANY. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”

5.1.11 **[Reserved]**

- 5.1.12 **Risks of Investment:** The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment, and can bear the economic risk of losing its entire investment. The Purchaser is aware that:

- 5.1.12.1 no stock exchange, governmental agency, securities commission or similar regulatory authority has reviewed or passed on or made any finding or determination as to the merits of, or made any recommendation or endorsement with respect to, the Offered Securities (and the underlying securities);
- 5.1.12.2 there is no government or other insurance covering the Offered Securities (and the underlying securities); and
- 5.1.12.3 there are risks associated with the purchase of the Offered Securities (and the underlying securities).

The Subscriber is aware of the characteristics of the Offered Securities and the risks relating to an investment in the Offered Securities and has the sophistication and experience in business and financial matters (or has received appropriate independent advice) to be capable of evaluating the merits and risks of the investment in the Purchased Securities. The Subscriber (or if the Subscriber is a Portfolio Manager, then the Beneficial Purchaser) is able, without impairing the Subscriber's (or if the Subscriber is a Portfolio Manager then the Beneficial Purchaser's) financial condition, to bear the economic risk of, and withstand a complete loss of, the investment in the Purchased Securities.

- 5.1.13 **Authority of Portfolio Manager:** If the Subscriber is a Portfolio Manager, the Portfolio Manager is entering into this Agreement in its own capacity and in its capacity as agent for the Beneficial Purchaser, and:
- 5.1.13.1 the Portfolio Manager is the duly authorized agent of the Beneficial Purchaser with due and proper power and authority to execute and deliver, on behalf of the Beneficial Purchaser, this Agreement and all other documentation in connection with the purchase of the Purchased Securities, and to make or give, on behalf of the Beneficial Purchaser, the representations, warranties, consents, covenants and indemnities contained in this Agreement; and
 - 5.1.13.2 the actions of the Portfolio Manager as agent for the Beneficial Purchaser are in compliance with applicable law.
- 5.1.14 **Capacity and Authority:** If the Subscriber is:
- 5.1.14.1 a corporation, the Subscriber is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;
 - 5.1.14.2 a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and the Subscriber has obtained all approvals necessary in order to do so; or
 - 5.1.14.3 an individual, the Subscriber is of full age of majority and has the legal capacity and competence to enter into and execute this Agreement and to perform the Subscriber's obligations under this Agreement.
- 5.1.15 **Due Execution and Delivery:** This Agreement has been duly executed and delivered by (or, in the case of the Beneficial Purchaser, on behalf of) the Purchaser, and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.
- 5.1.16 **No Breach:** The entering into of this Agreement by the Purchaser and the performance by the Purchaser of the transactions contemplated by this Agreement do not and will not result in the violation of any of the terms and provisions of any law, judgment or order applicable to the Subscriber (or the Beneficial Purchaser), or (if applicable) the constating documents of the Subscriber (or the Beneficial Purchaser), or any agreement, written or oral, to which the Subscriber (or the Beneficial Purchaser) may be a party or by which that person is or may be bound.
- 5.1.17 **United States Laws:**
- 5.1.17.1 Unless the Purchaser has executed Schedule F or Schedule G, the Purchaser represents, warrants, acknowledges and agrees that:
 - 5.1.17.1.1 it is not a "U.S. person" (as defined in Regulation S under the U.S. Securities Act) and which includes an individual resident in the United States, an estate or trust of which any executor, administrator or trustee is a U.S. person, and any corporation or partnership incorporated or organized under the laws of the United States (a "**U.S. Person**") and is not purchasing for the account or benefit of a U.S. Person or a person in the United States and the Offered Securities were not offered to the Purchaser in the United States;
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- 5.1.17.1.2 at the time the buy order for the Purchased Securities originated, the Subscriber was outside the United States;
 - 5.1.17.1.3 this Agreement was executed and delivered by (or on behalf of) the Purchaser outside the United States;
 - 5.1.17.1.4 it has no intention to offer or sell the Purchased Securities in the United States or to, or for the account or benefit of, any U.S. Person, unless such Purchased Securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption or exclusion from such registration requirements is available, and further that it will not resell the Purchased Securities except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules;
 - 5.1.17.1.5 the Purchased Securities are subject to a 40 day “distribution compliance period” (as defined in Regulation S, the **Distribution Compliance Period**), and the Purchased Securities may not be offered or sold, prior to the expiration of the Distribution Compliance Period, only (A) in accordance with Rule 903 or 904 of Regulation S; (B) pursuant to registration of the Purchased Securities under the U.S. Securities Act; or (C) pursuant to an available exemption from the registration requirements of the U.S. Securities Act and upon delivery of an opinion of counsel of recognized standing reasonably satisfactory to the Company to such effect;
 - 5.1.17.1.6 at or prior to confirmation of sale of any Purchased Securities, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Purchased Securities from it during the Distribution Compliance Period a confirmation or notice to substantially the following effect:

“The securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the Offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S.”; and
 - 5.1.17.1.7 the structure of the purchase of the Purchased Securities and all of the transactions and activities contemplate hereby is not a scheme to avoid the registration requirements of the U.S. Securities Act or any applicable state securities laws.
 - 5.1.17.2 The Purchaser understands that the Offered Securities (and the underlying securities) have not been and will not be registered under the United States Securities Act or the securities laws of any state of the United States, the Offered Securities (and the underlying securities) may not be offered or sold, directly or indirectly, in the United States or to a U.S. Person and the Pre-Funded Warrants and Warrants may not be exercised in the United States or by a U.S. Person unless registered (or exempt from registration) under the United States Securities Act and the securities laws of all applicable states, and the Company has no obligation or present intention of filing a registration statement under the United States Securities Act in respect of any of the Offered Securities (and the underlying securities).
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- 5.1.17.3 the Purchaser (on its own behalf and, if applicable, on behalf of each disclosed beneficial purchaser on whose behalf it is contracting) agrees not to offer, sell, pledge or otherwise transfer the Purchased Securities to, or for the account or benefit of, a person in the United States or a U.S. Person, unless the Purchased Securities are registered under the U.S. Securities Act and the securities laws of all applicable states or an exemption from such registration requirements is available.
- 5.1.18 **International Laws:** If the Subscriber (or the Beneficial Purchaser) is resident in, or its acquisition of the Purchased Securities is otherwise subject to the securities laws of, any jurisdiction outside of Canada or the United States, then:
- 5.1.18.1 the Subscriber (or the Beneficial Purchaser) is knowledgeable of, or has been independently advised as to, the securities laws of the relevant jurisdiction outside of Canada (the “**International Jurisdiction**”) which apply;
- 5.1.18.2 the applicable securities laws of the International Jurisdiction do not require the Company to make any filings or seek any approvals of any kind from any regulatory authority of any kind in the International Jurisdiction in connection with the issue and sale or resale of the Purchased Securities;
- 5.1.18.3 the purchase of the Purchased Securities by the Purchaser does not trigger:
- 5.1.18.3.1 any obligation to prepare or file a prospectus or registration statement or similar document, or any other report with respect to that purchase, in the International Jurisdiction; or
- 5.1.18.3.2 any continuous disclosure reporting obligation of the Company in the International Jurisdiction; or
- 5.1.18.3.3 any registration or similar obligation of the Company in the International Jurisdiction; and
- 5.1.18.4 the Purchaser will, if requested by the Company, deliver to the Company a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters in Sections 5.1.18.2 and 5.1.18.3 to the satisfaction of the Company, acting reasonably.
- 5.1.19 **Proceeds of Crime:** The funds representing the aggregate subscription price for the Purchased Securities which will be advanced to the Company under this Agreement will not represent proceeds of crime for the purpose of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “**PCMLTF Act**”). The Purchaser is aware that the Company may in the future be required by law to disclose the Purchaser’s name and other information relating to this Agreement, on a confidential basis, under the PCMLTF Act. To the best of the Subscriber’s knowledge, none of the subscription funds to be provided under this Agreement (i) have been or will be obtained or derived, directly or indirectly, from or related to any activity that is deemed illegal under the laws of Canada or the United States or any other jurisdiction, or (ii) are being tendered on behalf of a person who has not been identified to the Subscriber. The Subscriber (or the Beneficial Purchaser) will promptly notify the Company if that person discovers that any representation in this Section 5.1.19 ceases to be true, and will provide the Company with appropriate information in connection with that discovery.
- 5.1.20 **Independent Advice:** In connection with this Agreement and the investment in the Purchased Securities, the Purchaser has not relied upon the Company (or any of the Company’s directors, officers, employees, agents or representatives) for investment, legal, tax or other professional advice, and the Purchaser has sought or elected not to seek the advice of the Purchaser’s own personal investment advisers, legal counsel and tax advisers. The Purchaser is aware that legal counsel retained by the Company is acting as counsel to the Company, and not as counsel to the Purchaser and the Purchaser may not rely upon that legal counsel in any respect. The Purchaser has had the opportunity to seek, and was not prevented or discouraged by the Company from seeking, any independent advice which the Purchaser considered necessary before the execution and delivery of this Agreement.
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5.1.21 **Representations Relied On:** No person (including the Company) has made to the Subscriber any written or oral representations:

- 5.1.21.1 that any person will resell or repurchase any of the Purchased Securities (and the underlying securities);
- 5.1.21.2 that any person will refund the purchase price for the Purchased Securities (and the underlying securities); or
- 5.1.21.3 as to the future price or value of any of the Purchased Securities (and the underlying securities).

In making its decision to enter into this Agreement for the purchase of the Purchased Securities, the Subscriber has relied solely on the Company's current public disclosure record available on SEDAR+ (the "**Public Documents**"), on the Term Sheet (as superseded by this Agreement (excluding Schedule J)) and on the representations, warranties and covenants of the Company made or given in this Agreement.

5.1.22 **No Offering Document or Advertisement:** Other than the Public Documents, the Subscriber has not received (and has no need to receive) an offering memorandum, prospectus or other disclosure document in respect of the Purchased Securities or the Company describing the business and affairs of the Company in order to assist the Subscriber in making an investment decision in respect of the Purchased Securities. The Subscriber has not become aware of any sales literature or advertisement (including in printed public media, or on radio, television or the internet) with respect to the distribution of the Purchased Securities.

5.1.23 **No Knowledge of Undisclosed Material Information:** The Subscriber has no knowledge of a "material fact" or "material change" concerning the Company (as those terms are defined in applicable securities laws, and which generally includes a fact or change which would reasonably be expected to have a significant effect on the market price of the Common Shares) that has not been generally disclosed to the public.

5.1.24 **Not Control Person:** Unless the Subscriber has indicated in Schedule C that the Subscriber is a "control person" or has a relationship with a "control person", the Subscriber is not a "control person" of the Company (within the meaning of applicable securities laws, and which generally includes a person holding or controlling (alone or in concert with other persons) more than 20% of the Common Shares), and the purchase of securities under the Offering will not result in the Subscriber becoming a "control person" (and, if the Subscriber is a Portfolio Manager, the purchase of securities under the Offering will not result in the Beneficial Purchaser becoming a "control person").

5.1.25 **Future Financings:** The Subscriber is aware that the Company may complete additional financings in the future to develop the proposed business of the Company and to fund its ongoing development; that there is no assurance that any financings will be available or, if available, that the financings will be available on reasonable terms; that any future financings may have a dilutive effect on current securityholders, including the Subscriber (or if the Subscriber is a Portfolio Manager then the Beneficial Purchaser); and that, if future financings are not available, the Company may be unable to fund its ongoing development and the lack of capital resources may result in the failure of its business venture.

- 5.2 **Notification of Change:** The Purchaser will notify the Company immediately (and, in any event, before the Closing Time) of any changes in any representation, warranty or other information relating to the Purchaser set out in this Agreement which takes place before the Closing Time.
- 5.3 **Indemnity:** The Purchaser acknowledges and agrees that its representations, warranties and covenants in this Agreement are made with the intent that they may be relied upon in determining the Purchaser's eligibility as a purchaser of the Offered Securities. The Purchaser agrees to indemnify and hold harmless the Company and its representatives, directors, officers, employees, legal counsel and agents from and against all losses, liability, claims, costs, expenses and damages (including all fees, costs and expenses reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based on any representation or warranty of the Subscriber (or the Beneficial Purchaser) in this Agreement being untrue in any material respect or any material breach of a covenant in this Agreement by the Subscriber (or the Beneficial Purchaser). The rights to indemnification provided in this Section 5.3 will be in addition to, and not in derogation of, any other rights or remedies which any indemnified party may have. To the extent that any person entitled to be indemnified under this Section 5.3 is not a party to this Agreement, the Company is acting as agent for that person with respect to those indemnities, and the Company will hold the rights and benefits of this Agreement in trust for, and on behalf of, that person.

6. Representations, Warranties and Covenants of the Company

- 6.1 **Representations and Warranties:** The Company represents and warrants to the Purchaser, as at the date this Agreement is executed by the Company and at the Closing Time, as follows.
- 6.1.1 **Corporate Existence:** The Company is a corporation duly incorporated and validly existing under the laws of the Province of British Columbia.
- 6.1.2 **Capacity and Power:** The Company has all necessary corporate power, authority and capacity to own or lease its assets and to carry on its business as currently being conducted.
- 6.1.3 **Jurisdictions:** The Company is duly registered to do business and is in good standing in each jurisdiction in which the location or character of its assets or the nature of its activities make registration necessary.
- 6.1.4 **Capacity to Enter Agreement:** The Company has all necessary corporate power, authority and capacity to enter into and perform its obligations under this Agreement and the certificates representing the Warrants.
- 6.1.5 **Due Execution and Delivery:** This Agreement has been (and the certificates representing the Pre-Funded Warrants and Warrants will by the Closing Time be) duly executed and delivered by the Company. This Agreement constitutes (and the certificates representing the Pre-Funded Warrants and Warrants will at the Closing Time constitute) a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.
- 6.1.6 **No Breach:** The entering into of this Agreement by the Company and the performance by the Company of the transactions contemplated by this Agreement do not and will not result in the violation of any of the terms and provisions of any law, judgment or order applicable to the Company, or the constating documents of the Company, or any agreement, written or oral, to which the Company may be a party or by which the Company is or may be bound.
- 6.1.7 **Purchased Securities:** The Purchased Securities (and underlying securities) have been duly and validly authorized and:
- 6.1.7.1 upon receiving full payment for the Purchased Securities, the Pre-Funded Warrants and Warrants forming part of the Purchased Securities will be validly created and issued and the Common Shares forming part of the Purchased Securities will be validly issued as fully paid and non-assessable shares of the Company; and
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- 6.1.7.2 upon receiving full payment for the Common Shares issuable under the Pre-Funded Warrants and Warrants, those Common Shares will be validly issued as fully paid and non-assessable shares of the Company.
- 6.1.8 **Reporting Issuer Status and Listing:** The Company is a “reporting issuer” in all 10 provinces and three territories in Canada and is in compliance in all material respects with applicable securities laws in those jurisdictions. The issued and outstanding Common Shares (excluding the Common Shares issuable in connection with the Offering) are listed for trading on NASDAQ and the Company is in compliance in all material respects with the rules and regulations of NASDAQ.
- 6.1.9 **No Cease Trade Orders:** No securities commission or comparable authority has issued any order preventing or suspending the distribution of the Common Shares or the trading of securities of the Company generally and, to the Company’s knowledge, there is no investigation, inquiry or proceeding for this purpose that has been commenced or which is pending, contemplated or threatened.
- 6.1.10 **Transfer Agent:** Computershare Investor Services Inc. (“**Computershare**”) at its principal office in British Columbia is the duly appointed registrar and transfer agent of the Company with respect to the Common Shares.
- 6.1.11 **Public Record:** The Company has filed on SEDAR+ all documents required to be filed by the Company under applicable Canadian securities laws.
- 6.1.12 **Bad Actor:** With respect to the Offered Securities to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D under the U.S. Securities Act, none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Company’s outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Company in any capacity at the time of sale (each, an “**Issuer Covered Person**” and, together, “**Issuer Covered Persons**”) is subject to any of the “Bad Actor” disqualifications described in Rule 506(d)(1)(i) to (viii) under the U.S. Securities Act (a “**Disqualification Event**”), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Purchasers a copy of any disclosures provided thereunder.
7. **Interpretation**
- 7.1 **Number and Gender:** In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders.
- 7.2 **Including:** Every use of the words “**including**” or “**includes**” in this Agreement is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.
- 7.3 **Headings:** The insertion of headings in this Agreement is for convenience of reference only and will not affect the construction or interpretation of this Agreement.
- 7.4 **Sections and Schedules:** Unless otherwise specified, references in this Agreement to a Section or Schedule are to be construed as references to a Section or Schedule of or to this Agreement.
- 7.5 **Statutory Instruments:** Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.
- 7.6 **Business Day:** In this Agreement, “**business day**” means any day excluding a Saturday, Sunday or statutory holiday in the province of Ontario.
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- 7.7 **Person:** In this Agreement, “**person**” will be broadly interpreted and includes an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency and every other form of legal or business entity of any kind.
- 7.8 **Governing Law:** This Agreement will be governed by, and is to be construed and interpreted in accordance with, the laws of the province of Ontario and the laws of Canada applicable in that province.
- 7.9 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

8. Registration Statement

- 8.1 Within thirty (30) calendar days of the Closing Date, the Company shall file a resale registration statement on Form F-3 (or any other available form) (the “**Registration Statement**”) providing for the resale by the Purchasers of the Common Shares and Common Shares issuable upon exercise of the Pre-Funded Warrants and Warrants. The Company shall use commercially reasonable efforts to cause such Registration Statement to become effective as soon as practicable, but in no event later than the date, which shall be either: (i) in the event that the U.S. Securities and Exchange Commission does not review the Registration Statement, sixty (60) calendar days after the Closing Date, or (ii) in the event that the U.S. Securities and Exchange Commission reviews the Registration Statement, ninety (90) days after the Closing Date.
- 8.2 In order to facilitate the Company filing the Registration Statement, each Purchaser hereby agrees to provide the Company with, following reasonable advance written request by the Company, an executed selling shareholder questionnaire in a form reasonably acceptable to such Purchaser and the Company as is customary under the circumstances.

9. General

- 9.1 **Time of Essence:** Time is of the essence in all respects of this Agreement.
- 9.2 **Notices:** Any notice or communication required or permitted to be delivered under this Agreement (a “**Communication**”) must be in writing and sent by email. A Communication delivered by email will be deemed to have been given and received on the date of transmission (but if transmitted on a day which is not a Business Day or after 5:00 p.m. (local time of the recipient), the Communication will be deemed to have been given and received on the next Business Day). A Communication must be addressed as follows:

9.2.1 if to the Company:

IM Cannabis Corp.
Kibbutz Glil Yam
Central District, Israel
4690500

Attention: Michal Lebovitz Nissimov, General Counsel
Email address:

with a copy to:

Garfinkle Biderman LLP
1 Adelaide Street East, Suite 801
Toronto ON M5C 2V9

Attention: Adam Fishman, Partner
Email address:

9.2.2 if to the Subscriber, at that person's address or email address shown on the cover page of this Agreement; and

9.2.3 if to the Beneficial Purchaser (if applicable), at the address or email address of the Portfolio Manager shown on the cover page of this Agreement.

Any person may change its address for delivery of Communications under this Section 9.2 by notice in writing given in accordance with this Section 9.2.

- 9.3 **Severability:** Each Section of this Agreement is distinct and severable, and if any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part, or the legality, validity or unenforceability of that Section, in whole or in part, in any other jurisdiction, in each case as long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party.
- 9.4 **Submission to Jurisdiction:** Each of the parties to this Agreement irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the province of Ontario to determine all issues, whether at law or in equity, arising from this Agreement.
- 9.5 **Amendments:** The provisions of this Agreement may only be amended with the written consent of all of the parties to this Agreement.
- 9.6 **Further Assurances:** Each party to this Agreement will, at the request of any other party to this Agreement, perform any further acts and execute and deliver any further documents as may be reasonably required to fully give effect to this Agreement. The Purchaser will promptly execute, deliver and file (or assist the Company in filing) any reports, undertakings or other documents, and will promptly provide any assurances, undertakings and information, as may be required by law or by any securities commission, stock exchange or other regulatory authority in connection with the transactions contemplated by this Agreement.
- 9.7 **Assignment and Enurement:** Neither this Agreement nor any right or obligation under this Agreement may be assigned by any party without the prior written consent of the other parties to this Agreement. This Agreement enures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.
- 9.8 **Counterparts:** This Agreement may be executed in one or more counterparts which when taken together will constitute one and the same agreement.
- 9.9 **Facsimile or Electronic Copies:** The Company will be entitled to rely on a facsimile or other form of electronic copy of an executed subscription agreement. Acceptance by the Company of a facsimile or electronic copy of a subscription will be legally effective to create a valid and binding agreement between the Purchaser and the Company in accordance with the terms of this Agreement.
- 9.10 **Survival:** The representations, warranties, consents, covenants and indemnities contained in this Agreement or in any certificate, document or instrument delivered under this Agreement will survive the completion of the transactions contemplated by this Agreement.
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9.11 Personal Information:

9.11.1 The Purchaser consents to the collection by the Company of personal information about the Purchaser (as defined under applicable privacy laws, the “**Personal Information**”) for the purpose of completing the transactions contemplated by this Agreement. The Purchaser consents to the Company retaining the Personal Information for as long as permitted or required by law or business practices. The Purchaser acknowledges that the Company may use the Personal Information: (i) internally (for the purpose of managing the relationships between and contractual obligations of the Company and the Purchaser); (ii) for income tax-related purposes; (iii) to demonstrate compliance with securities laws; and (iv) in record books prepared in respect of the Offering. The Purchaser acknowledges that the Company may disclose the Personal Information: (i) to the Canada Revenue Agency; (ii) to professional advisers of the Company in connection with the performance of their professional services; (iii) as required by securities regulatory authorities, stock exchanges, the Investment Industry Regulatory Organization of Canada and other regulatory bodies; (iv) to a governmental or other authority to which the disclosure is required by court order or subpoena compelling that disclosure (if there is no reasonable alternative to that disclosure); (v) to a court determining the rights of the parties under this Agreement; (vi) to any other parties involved in the Offering, including legal counsel; (vii) to the Company’s registrar and transfer agent; and (viii) as otherwise required or permitted by law. The Purchaser consents to the use and disclosure of the Personal Information set out in this Section 9.11.1.

9.11.2 If the Subscriber is a resident of a jurisdiction of Canada and is an individual, the Subscriber authorizes the indirect collection of the Personal Information by the securities regulatory authority or regulator (each as defined in National Instrument 14-101 *Definitions*) and confirms that the Subscriber has been notified by the Company:

9.11.2.1 that the Company will be delivering the Personal Information to the securities regulatory authority or regulator;

9.11.2.2 that the Personal Information is being collected by the securities regulatory authority or regulator under the authority granted in applicable securities laws;

9.11.2.3 that the Personal Information is being collected for the purposes of the administration and enforcement of applicable securities laws; and

9.11.2.4 that the title, business address and business telephone number of the public official who can answer questions about the securities regulatory authority’s or regulator’s indirect collection of the Personal Information is as set out in Schedule K.

9.12 **Language:** The parties have expressly required that this Agreement and all other documents and notices relating to this Agreement be drafted in the English language only. Les parties ont expressément exigé que la présente convention, et tous les autres documents et avis qui s’y rapportent soient rédigés en anglais seulement.

[Remainder of page intentionally left blank.]

**SCHEDULE A
TO SUBSCRIPTION AGREEMENT**

{This Schedule A must be completed if the Subscriber is a Portfolio Manager, or if the Subscriber is subscribing under the “accredited investor” exemption set out in Section 5.1.3.1 of the Agreement.}

Accredited Investor Certificate

[intentionally omitted]

**SCHEDULE B
TO SUBSCRIPTION AGREEMENT**

{This Schedule B must be completed if the Subscriber:

- *is subscribing under the “accredited investor” exemption set out in Section 5.1.3.1 of the Agreement; and*
- *is an individual relying on category (j), (k) or (l) of the Accredited Investor Certificate (Schedule A); and*
- *does not meet the higher financial asset threshold set out in paragraph (j.1) of the Accredited Investor Certificate.}*

**Form 45-106F9
Form for Individual Accredited Investors**

[intentionally omitted]

**SCHEDULE C
TO SUBSCRIPTION AGREEMENT**

{This Schedule C must be completed if the Subscriber is subscribing under the “family, friends and business associates” exemption set out in Section 5.1.3.3 of the Agreement.}

Family, Friends and Business Associates Certificate

[intentionally omitted]

**SCHEDULE D
TO SUBSCRIPTION AGREEMENT**

{This Schedule D must be completed if the Subscriber is a resident of Ontario and is subscribing under the “family, friends and business associates” exemption set out in Section 5.1.3.3 of the Agreement.}

**Form 45-106F12
Risk Acknowledgement Form for Family, Friend and Business Associate Investors**

[intentionally omitted]

**SCHEDULE E
TO SUBSCRIPTION AGREEMENT**

{This Schedule E must be completed if the Subscriber is a resident of Saskatchewan and is subscribing based on a close personal friendship or a close business association under Section 5.1.3.3 of the Agreement.}

**Form 45-106F5
Risk Acknowledgement
Saskatchewan Close Personal Friends and Close Business Associates**

[intentionally omitted]

**SCHEDULE F
TO SUBSCRIPTION AGREEMENT
UNITED STATES ACCREDITED INVESTOR CERTIFICATE**

[intentionally omitted]

**SCHEDULE G
TO SUBSCRIPTION AGREEMENT
QUALIFIED INSTITUTIONAL BUYER LETTER**

[intentionally omitted]

**SCHEDULE H
TO SUBSCRIPTION AGREEMENT**

{This Schedule H must be completed if the Subscriber is a resident in, or subject to the laws of, a jurisdiction in Canada and is subscribing under the “minimum amount investment” exemption set out in Section 5.1.3.2 of the Agreement.}

MINIMUM AMOUNT INVESTMENT STATUS CERTIFICATE

[intentionally omitted]

**SCHEDULE I
TO SUBSCRIPTION AGREEMENT**

{This Schedule I must be completed if the Subscriber is subscribing and are a resident, or subscribing for the account or benefit of a resident, outside of Canada and the United States.}

**FOREIGN SUBSCRIBER CERTIFICATE
(Residents of Jurisdictions other than Canada or the United States)**

[intentionally omitted]

**SCHEDULE J
TO SUBSCRIPTION AGREEMENT**

TERM SHEET

[intentionally omitted]

**SCHEDULE K
TO SUBSCRIPTION AGREEMENT**

Contact Information

[intentionally omitted]

THE SECURITIES BEING SUBSCRIBED FOR HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED HEREIN) UNLESS SUCH SECURITIES ARE REGISTERED UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS IS AVAILABLE.

IM CANNABIS CORP.

Subscription Agreement for Units

Instructions

1. Complete and sign the **cover page** of the Subscription Agreement.
2. If you are not a Portfolio Manager but you are a resident of a jurisdiction of Canada, mark the appropriate box under **section 5.1.3** of the Subscription Agreement.
3. If you are subscribing under the "accredited investor" exemption set out in section 5.1.3.1 of the Subscription Agreement, or if you are a Portfolio Manager:
 - 3.1 complete and sign the Accredited Investor Certificate (**Schedule A** to the Subscription Agreement); and
 - 3.2 if you are an individual relying on category (j), (k) or (l) of the Accredited Investor Certificate (and do not meet the higher financial asset threshold set out in paragraph (j.1) of the Accredited Investor Certificate), complete and sign the Form 45-106F9—Form for Individual Accredited Investors (**Schedule B** to the Subscription Agreement).
4. If you are subscribing under the "family, friends and business associates" exemption set out in section 5.1.3.3 of the Subscription Agreement:
 - 4.1. complete and sign the Family, Friends and Business Associates Certificate (**Schedule C** to the Subscription Agreement); and
 - 4.2. if you are a resident of Ontario, complete and sign the Form 45-106F12—Risk Acknowledgement Form for Family, Friends and Business Associate Investors (**Schedule D** to the Subscription Agreement); and
 - 4.3. if you are a resident of Saskatchewan and are subscribing based on a close personal friendship or a close business association, complete and sign the Form 45-106F5—Risk Acknowledgement (**Schedule E** to the Subscription Agreement).
5. If you are in the United States or a U.S. Person (as defined herein) or subscribing to or for the account or benefit of a U.S. Person or a person in the United States and subscribing as a U.S. Accredited Investor (as defined herein) complete and sign the U.S. Accredited Investor Certificate (**Schedule F** to the Subscription Agreement).
6. If you are in the United States or a U.S. Person (as defined herein) or subscribing to or for the account or benefit of a U.S. Person or a person in the United States and subscribing as a "qualified institutional buyer" (as defined herein) complete and sign the Qualified Institutional Buyer Letter (**Schedule G** to the Subscription Agreement).
7. If you are a subscriber purchasing under the "minimum amount" exemption set out in section 5.1.3.2 of the Subscription Agreement, you must complete and sign a Minimum Amount Investment Status Certificate (**Schedule H** to the Subscription Agreement).
8. In addition to completing 1-7, as applicable, if you are subscribing and are a resident, or subscribing for the account or benefit of a resident, **outside of Canada and the United States**, complete and sign the Foreign Subscriber Certificate (**Schedule I** to the Subscription Agreement).

Please deliver your completed and signed Subscription Agreement (along with any other documents required to be delivered at Closing) by no later than 4:00 p.m. (Eastern Time) on , 2025, to:

GARFINKLE BIDERMAN LLP
Attention: Adam Fishman, Partner
E-mail:

Method of Payment

Payment of the aggregate subscription price should be made by no later than 4:00 p.m. (Eastern Time) on , 2025, in United States dollars (US\$) by wire transfer in accordance with the following instructions:

Beneficiary Name: Garfinkle Biderman LLP

Beneficiary Address:

Beneficiary Account #: US Account Number:

Beneficiary Bank:

Transit Number:

Institution Number:

BIC/Swift Code:

Reference:

Who is the “Subscriber”?**1. Acting for Self**

If you are subscribing for yourself, then you are the “**Subscriber**”. You are also referred to as the “**Purchaser**”.

2. Acting as Portfolio Manager

If you (the “**Portfolio Manager**”) are subscribing for securities for a fully managed account (on behalf of the “**Beneficial Purchaser**”) and are deemed to be purchasing as “principal” under securities laws (by virtue of being an adviser, a trust company or a trust corporation meeting the relevant criteria set out in National Instrument 45-106), then you (the Portfolio Manager) are the “**Subscriber**”. References to “**Purchaser**” mean both you (the Portfolio Manager) and the Beneficial Purchaser.

3. Acting in Representative Capacity (Not Portfolio Manager)

If you are not a Portfolio Manager (described in #2 above) but are otherwise signing the agreement in a representative capacity (e.g., if you are acting on behalf of a high net worth individual who wishes to invest in the securities), then the person on whose behalf you are acting (e.g., the high net worth individual) is the “**Subscriber**”. You will identify yourself on the first page of the Subscription Agreement on the line that says “Name and official capacity or title of authorized signatory/agent”.

SUBSCRIPTION AGREEMENT FOR UNITS

To: IM Cannabis Corp. (the “Company”)

The Subscriber (or, if the Subscriber is a Portfolio Manager, the Portfolio Manager as agent for the Beneficial Purchaser) named below subscribes for and agrees to purchase from the Company the number of units (each, a “Unit”) set out below for the aggregate subscription price set out below, representing a subscription price of C\$2.74 per Unit, on and subject to the terms and conditions set out in the attached “Terms and Conditions of the Offering” (together with this page, the Company’s signature page and the attached Schedules, the “Agreement” or “Subscription Agreement”).

Signed by the Subscriber as of _____, 2025.

Please complete this entire Agreement, including all applicable Schedules. Please print, except in the case of signatures.

<p style="text-align: center;">Subscriber Information</p> <hr/> <p>Full legal name of Subscriber (including, for an individual, full middle names)</p> <hr/> <p>Signature of Subscriber (or authorized signatory/agent on behalf of Subscriber)</p> <hr/> <p>Name and official capacity or title of authorized signatory/agent, if applicable</p> <hr/> <p>Residential or head office address of Subscriber (or business address, if the Subscriber is a Portfolio Manager), including postal/zip code</p> <hr/> <p>Telephone number of Subscriber</p> <hr/> <p>Email address of Subscriber</p> <hr/> <p>The Subscriber <input type="checkbox"/> is or <input type="checkbox"/> is not a Portfolio Manager. {please check one box}</p> <p><i>If you (the “Portfolio Manager”) are subscribing for securities for a fully managed account (on behalf of the “Beneficial Purchaser”) and are deemed to be purchasing as “principal” under securities laws (by virtue of being an adviser, a trust company or a trust corporation meeting the relevant criteria set out in National Instrument 45-106), then you should complete this page as the “Subscriber” and check the box indicating that you are a Portfolio Manager. Please complete one agreement for each Beneficial Purchaser.</i></p> <p><i>If you are not a Portfolio Manager but are otherwise subscribing for securities in a representative capacity (for example, if you are an agent subscribing for securities on behalf of a principal, or if you are acting under a power of attorney), then the person on whose behalf you are acting should be identified as the “Subscriber”, and you should identify yourself on this page as the authorized signatory or agent. You may be required to provide documentation to establish your authority and capacity to sign on behalf of the Subscriber (see Section 2.1.3 of this Agreement).</i></p>	<p>Number of Units: _____ x C\$2.74</p> <hr/> <p>Aggregate subscription price: C\$ _____</p> <p>For the purpose of this Agreement, the exchange rate will be fixed at the daily exchange rate calculated by the Bank of Israel on the Business Day prior to the Closing Date (as defined herein). If you invest in ₪ or US\$, the number of Units you purchase will be determined on this date.</p> <hr/> <p>Excluding securities subscribed for in this Agreement, the Subscriber (or the Beneficial Purchaser, if applicable) owns, directly or indirectly, or exercises control or direction over:</p> <p>(a) _____ Common Shares; and</p> <p>(b) securities convertible into an additional _____ Common Shares.</p> <hr/> <p>Is the Subscriber (or the Beneficial Purchaser) an “insider” (as defined in applicable securities laws, and which generally includes a director, an officer or a 10% shareholder)? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Is the Subscriber a “registrant” (as defined in applicable securities laws)? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>The Beneficial Purchaser (if applicable) is a resident of the following jurisdiction: {please check one box below, if the Subscriber is a Portfolio Manager}</p> <p><input type="checkbox"/> Manitoba</p> <p><input type="checkbox"/> Québec</p> <p><input type="checkbox"/> other</p>
<p style="text-align: center;">Registration Instructions</p> <hr/> <p>Name and address</p> <hr/> <p>Account reference, if applicable</p>	<p style="text-align: center;">Delivery Instructions</p> <hr/> <p>Name and address</p> <hr/> <p>Account reference, if applicable</p>

This is the first page of an agreement composed of 15 pages (plus Schedule A to Schedule K).

The Company accepts the subscription on the terms and conditions contained in this Agreement as of , 2025.

IM CANNABIS CORP.

Subscription No:

Per: _____
Authorized signatory

TERMS AND CONDITIONS OF THE OFFERING

1. Offering

- 1.1 **The Offering:** The Units to be issued under this Agreement (the “**Purchased Securities**”) are part of an offering by the Company of up to an aggregate of up to 2,055,000 Units (the “**Offered Securities**”) on a non-brokered private placement basis, at a price of C\$2.74 per Unit, for aggregate gross proceeds to the Company of up to C\$5,650,000 (the “**Offering**”). Each Unit consists of one common share in the capital of the Company (each, a “**Common Share**”) and one Common Share purchase warrant (each, a “**Warrant**”). Each Warrant entitles the holder to purchase one additional Common Share at a price of C\$3.43 per Common Share for a period of 60 months from the issuance date. If the Warrants are not exercised by the applicable expiry date, the Warrants will expire and be of no further force or effect. Notwithstanding anything herein to the contrary, to the extent that a Subscriber determines, in its sole discretion, that such Subscriber’s Subscription Amount (together with such Subscriber’s affiliates and any person acting as a group together with such Subscriber or any of such Subscriber’s affiliates) would cause such Subscriber’s beneficial ownership of Common Shares in excess of the Beneficial Ownership Limitation, or as such Subscriber may otherwise choose, such Subscriber may elect to purchase pre-funded warrants (each, a “**Pre-Funded Warrant**”), each Pre-Funded Warrant entitles the holder to purchase one additional Common Share at a price of C\$0.00001 per Common Share in lieu of the Common Shares, which Pre-Funded Warrants shall be exercisable immediately and shall expire when exercised in full. The “**Beneficial Ownership Limitation**” shall be 4.99% (or, at the election of the Subscriber at Closing, 9.99%) of the number of Common Shares outstanding immediately after giving effect to the issuance of the Purchased Securities on the Closing Date. In no event may the Beneficial Ownership Limitation exceed 9.99% of the number of Common Shares outstanding immediately after giving effect to the issuance of Common Shares upon exercise of the Pre-Funded Warrants held by the Subscriber. In each case, the election to receive Pre-Funded Warrants is solely at the option of the Subscriber.

The Offering size may be increased at the sole discretion of the Company.

The Offering is not subject to a minimum amount and your subscription may be the only subscription in the Offering.

- 1.2 **Term Sheet:** A copy of the term sheet outlining the terms and conditions of the Offering (the “**Term Sheet**”) is attached as Schedule J. If there is any inconsistency between the provisions of the Term Sheet and the provisions of this Agreement (excluding Schedule J), the provisions of this Agreement (excluding Schedule J) will prevail.

2. Terms and Conditions of the Subscription

- 2.1 **Deliveries by Subscriber:** In connection with the purchase of the Purchased Securities, the Subscriber agrees to return to the Company, in accordance with the Company’s written instructions, the following items:

2.1.1 this Agreement, completed and signed, including:

- 2.1.1.1 if the Subscriber is in Canada (or the Beneficial Purchaser, if applicable), the documents specified in Section 5.1.3 or 5.1.4, as applicable; or
- 2.1.1.2 if the Subscriber is in the United States or subscribing to or for the account or benefit of a U.S. Person or a person in the United States, the documents specified in Section 5.1.5, as applicable; or
- 2.1.1.3 if the Subscriber (or the Beneficial Purchaser, if applicable) is not within Canada or the United States, the documents specified in Section 5.1.6, as applicable.

2.1.2 the amount of the aggregate subscription price which shall be paid to the Company pursuant to the wiring instructions set out on the cover of this Agreement.

- 2.1.3 if this Agreement is being signed by an authorized signatory or agent, any documentation requested by the Company to establish the relevant authority and capacity of the authorized signatory or agent; and
- 2.1.4 any further documentation required under securities laws or other regulatory authority, or otherwise contemplated by this Agreement.
- 2.2 **Compliance with Laws:** The Subscriber, or if the Subscriber is a Portfolio Manager, then both the Portfolio Manager and the Beneficial Purchaser, (in either case, the “Purchaser”) agrees to comply with applicable securities laws and the rules and regulations of the Nasdaq Capital Market (“NASDAQ”) concerning the purchase of, the holding of, and the resale restrictions applicable to, the Purchased Securities.
- 2.3 **Expenses:** All costs incurred by the Purchaser (including any fees and disbursements of any legal counsel or other advisors retained by the Purchaser) relating to the purchase of the Purchased Securities will be borne by the Purchaser.
- 2.4 **Exchange rate:** In this Agreement, “Exchange Rate” means the US\$:₪, C\$:₪ or C\$:US\$, as applicable, with the daily exchange rate as reported by the Bank of Israel on the Business Day (as defined herein) prior to the Closing Date.
- 2.5 **Currency:** Unless otherwise specified, all dollar amounts in this Agreement, including the symbol “C\$” or “\$”, are expressed in Canadian dollars. If the Subscriber provides the amount of the aggregate subscription price in US\$ or ₪, as applicable, then the number of Units issuable to the Subscriber will be determined by multiplying the aggregate subscription price by the Exchange Rate and dividing the product by the aggregate subscription price.
3. **Acceptance or Rejection of the Subscription**
- 3.1 **Offer and Acceptance:** By signing this Agreement, the Purchaser irrevocably offers to subscribe for the number of Units set out on the cover page of this Agreement. The Company may, in its absolute discretion, accept or reject the Purchaser’s subscription for Units set out in this Agreement, in whole or in part, and the Company reserves the right to allot to the Subscriber, or if the Subscriber is a Portfolio Manager, then to the Beneficial Purchaser, less than the amount of Units subscribed for under this Agreement. This Agreement is not enforceable against the Company unless (and except to the extent to which) it has been accepted by the Company. The Purchaser waives any requirement of the Company to communicate its acceptance of the subscription (in whole or in part) to the Purchaser.
- 3.2 **Return of Funds:** If this Agreement is rejected in whole, any payment delivered by the Subscriber to the Company on account of the subscription price for the Purchased Securities will be promptly returned to the Subscriber, without interest. If this Agreement is accepted only in part, payment in the amount of any excess payment delivered by the Subscriber to the Company on account of the subscription price for the Purchased Securities will be promptly delivered to the Subscriber, without interest.
- 3.3 **Conditions in Favour of the Company:** The obligation of the Company to complete the sale of the Purchased Securities is subject to the satisfaction (or waiver by the Company) of the following conditions at or before the Closing Time:
- 3.3.1 the Subscriber will have delivered the items set out in Section 2.1;
- 3.3.2 the representations and warranties made by the Purchaser in this Agreement will have been true and correct when made and will be true and correct at the Closing Time with the same force and effect as if they had been made as of the Closing Time;
- 3.3.3 all covenants contained in this Agreement to be performed by the Purchaser at or before the Closing Time will have been performed in all material respects;
- 3.3.4 the Company will have made any requisite filings pursuant to the rules and regulations of NASDAQ;
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3.3.5 all other necessary regulatory approvals will have been obtained; and

3.3.6 the sale of the Purchased Securities will be exempt from prospectus requirements under applicable securities laws.

4. The Closing

4.1 **Closing:** The closing of the Offering (the “**Closing**”) will take place at the office of Garfinkle, or any other place as the Company may determine, at 4:00 p.m. (Eastern Time), or any other time as the Company may determine, (the “**Closing Time**”) on , 2025, or any other date as the Company may determine (the “**Closing Date**”).

4.2 **Closing Deliveries:** The Subscriber acknowledges that the Purchased Securities shall be represented by one or more certificates or, at the option of the Company, the Purchased Securities may be issued in a book entry form such as the direct registration system (“**DRS**”). On Closing, the Company will cause the Purchased Securities to be issued by the Company’s transfer agent, and the certificate(s) representing the Purchased Securities, or an ownership statement issued under a book entry system in respect of the Purchased Securities, as applicable, will be sent by the Company’s transfer agent to the Subscriber (or as the Subscriber has directed) as soon as practicable following the Closing Date.

4.3 **Power of Attorney:** The Purchaser authorizes the Company to act as the Purchaser’s representative at the Closing and constitutes and appoints the Company as the true and lawful attorney of the Purchaser, with full power of substitution, to act for and in the name of the Purchaser at the Closing to: (i) sign and deliver all closing receipts and documents required; (ii) complete or correct any errors or omissions in any form or document provided by the Purchaser; and (iii) approve or accept any opinion, certificate or other document addressed or delivered to the Purchaser. The power of attorney granted under this Section 4.3 (the “**Power of Attorney**”) is irrevocable, is coupled with an interest, and has been given for valuable consideration (the receipt and adequacy of which are acknowledged). Any person dealing with the Company may conclusively presume that any document or instrument executed by the Company under the Power of Attorney is authorized and binding on the Purchaser, without further inquiry. The Purchaser agrees to be bound by any representations made or actions taken by the Company under the Power of Attorney, and waives all defences that may be available to contest, negate or disaffirm any action taken in good faith under the Power of Attorney.

4.4 **Partial Closings:** The Purchaser acknowledges that the Offering may, in the discretion of the Company, be completed at one or more partial closings. If one or more partial closings is conducted, the Closing as contemplated by this Agreement may be effected at one or more of those partial closings.

5. Representations, Warranties and Covenants of the Purchaser

5.1 **Representations, Warranties and Covenants:** The Purchaser represents, warrants and covenants to and with the Company, as at the date this Agreement is executed by the Subscriber and at the Closing Time, as follows, and acknowledges that the Company and its counsel are relying on the representations and warranties given by the Purchaser in this Agreement, despite any investigation made by or on behalf either of them.

5.1.1 **Residence:** The Subscriber is resident in the place set out on the cover page of this Agreement as that person’s address, and that address is not being used solely for the purpose of acquiring the Purchased Securities.

5.1.2 **Purchasing as Principal:**

5.1.2.1 If the Subscriber is not a Portfolio Manager, then the Subscriber is purchasing the Purchased Securities as principal for the Subscriber’s own account and not for the benefit of any other person; or

5.1.2.2 if the Subscriber is a Portfolio Manager, then the Portfolio Manager is purchasing the Purchased Securities as agent for the Beneficial Purchaser and the Beneficial Purchaser is purchasing the Purchased Securities for its own account and not for the benefit of any other person.

The Purchaser is purchasing the Purchased Securities for investment only and not with a view to the resale or distribution of any of the Purchased Securities and is capable of bearing the risk of total loss.

5.1.3 **Applicable Private Placement Exemption – Subscriber Exemptions:** If the Subscriber is not a Portfolio Manager, and if the Subscriber is a resident of a jurisdiction of Canada: *{please mark the applicable box}*

- 5.1.3.1 ☐ **Accredited Investor:** the Subscriber is an “accredited investor” as defined in National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”) or section 73.3 of the Securities Act (Ontario) and:
- 5.1.3.1.1 the Subscriber is delivering with this Agreement a completed and signed Accredited Investor Certificate (attached as Schedule A); and
- 5.1.3.1.2 if the Subscriber is an individual relying on category (j), (k) or (l) of the Accredited Investor Certificate (and does not meet the higher financial asset threshold set out in paragraph (j.1) of the Accredited Investor Certificate), the Subscriber is delivering with this Agreement a completed and signed Form 45-106F9 – Form for Individual Accredited Investors (attached as Schedule B); or
- 5.1.3.2 ☐ **Minimum Amount Investment:** (a) the aggregate acquisition cost of the Purchased Securities is not less than \$150,000 paid in cash at the time of the distribution; (b) the Subscriber is not an individual; and (c) the Subscriber was not created, and is not being used, solely to purchase or hold securities in reliance on an exemption from the prospectus requirements under securities laws; or
- 5.1.3.3 ☐ **Family, Friends and Business Associates:** the Subscriber is a person eligible to subscribe for securities under section 2.5 of NI 45-106 (*Family, friends and business associates*) by virtue of being a person described in the Family, Friends and Business Associates Certificate (attached as Schedule C) and:
- 5.1.3.3.1 the Subscriber is delivering with this Agreement a completed and signed Family, Friends and Business Associates Certificate (attached as Schedule C); and
- 5.1.3.3.2 if the Subscriber is a resident of Ontario, the Subscriber is delivering with this Agreement a completed and signed Form 45-106F12 – Risk Acknowledgement Form for Family, Friends and Business Associate Investors (attached as Schedule D); and
- 5.1.3.3.3 if the Subscriber is a resident of Saskatchewan and is subscribing based on a close personal friendship or a close business association, the Subscriber is delivering with this Agreement a completed and signed Form 45-106F5 – Risk Acknowledgement (attached as Schedule E); or
- 5.1.3.4 ☐ **Other Exemption:** the Subscriber is purchasing the Purchased Securities under a statutory exemption or an exemption order which has the effect of eliminating any requirement for a prospectus or similar disclosure document to be delivered in connection with the purchase of the Purchased Securities by the Subscriber, or the purchase by the Subscriber of the Purchased Securities is otherwise not subject to a prospectus requirement under applicable securities laws in Canada, and the Subscriber is delivering with this Agreement details of any relevant exemption, order or circumstances.
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- 5.1.4 **Applicable Private Placement Exemption – Portfolio Manager Exemption:** If the Subscriber is a Portfolio Manager, the Portfolio Manager: (a) is an “accredited investor” as defined in NI 45-106 or section 73.3 of the *Securities Act* (Ontario) by virtue of falling within the category set out in paragraph (p) or (q) of the Accredited Investor Certificate (attached as Schedule A); (b) is delivering with this Agreement a completed and signed Accredited Investor Certificate (attached as Schedule A); and (c) is not a trust company or trust corporation registered under the laws of Prince Edward Island (unless the Portfolio Manager is deemed to be purchasing the Purchased Securities as principal for the purposes of section 2.3 of NI 45-106).
- 5.1.5 **United States Private Placement Exemption:** If the Subscriber is in the United States or is a U.S. Person or is subscribing to or for the account or benefit of a U.S. Person or a person in the United States {please mark the applicable box}:
- 5.1.5.1 ☐ **U.S. Accredited Investor:** the Subscriber is an “accredited investor” (“**U.S. Accredited Investor**”) within the meaning of Rule 501(a) of Regulation D under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) and the Subscriber is delivering with this Agreement a completed and signed U.S. Accredited Investor Certificate (attached as Schedule F); or
- 5.1.5.2 ☐ **Qualified Institutional Buyer:** the Subscriber is a “qualified institutional buyer” within the meaning of Rule 144A under the U.S. Securities Act that is also an “accredited investor” within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act and the Subscriber is delivering with this Agreement a completed Qualified Institutional Buyer Letter (attached as Schedule G);
- 5.1.6 **Foreign Subscriber (outside of Canada or the United States):** If the Purchaser is a resident in a jurisdiction outside of Canada and the United States, the delivery of this Subscription Agreement by the Purchaser complies with all laws applicable to the Purchaser, and the Purchaser has completed, executed and delivered to the Company the Foreign Subscriber Certificate (attached as Schedule H).
- 5.1.7 **Other Representations in Subscription Agreement:** The representations made by the Purchaser on the cover page of this Agreement and in all Schedules and other documents delivered by the Purchaser under this Agreement are true and correct.
- 5.1.8 **Purchase by Private Placement:** The Purchaser is aware that the Company is relying on exemptions from the requirements under securities laws to provide the Purchaser with a prospectus, and no prospectus has been filed by the Company with any stock exchange or regulatory authority in connection with the issuance of the Purchased Securities, and as a consequence:
- 5.1.8.1 the Purchaser is restricted from using some of the civil remedies otherwise available under securities laws and certain protections, rights and remedies provided by securities laws, including statutory rights of rescission or damages, will not be available to the Purchaser; and
- 5.1.8.2 the Purchaser may not receive information that would otherwise be required to be provided to the Purchaser under securities laws.
- 5.1.9 **Resale Restrictions:** The Purchaser is aware that there are restrictions on the Purchaser’s ability to resell the Purchased Securities (and the underlying securities) and it is the Purchaser’s responsibility to consult the Purchaser’s own advisors to find out what those restrictions are and to comply with them before selling the Purchased Securities (and the underlying securities).
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- 5.1.10 **Legends:** The Purchaser is aware that any certificates or DRS representing the Purchased Securities (and the underlying securities, unless issued at least four months after the Closing Date) will bear a legend (or an ownership statement issued under a book-entry system will bear a legend restriction notation) in substantially the following form in addition to any legends required by the U.S. Securities Act as further described in Schedule F:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE DECEMBER 1, 2025.”

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR ANY STATE SECURITIES LAWS, AND MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT AND IS AVAILABLE FOR RESALE OF THE SECURITIES, (D) IN COMPLIANCE WITH AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, INCLUDING RULE 144 OR RULE 144A THEREUNDER, IF AVAILABLE, OR (E) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICATION STATE SECURITIES LAWS, AND, IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS. THE HOLDER FURTHER UNDERSTANDS AND AGREES THAT IN THE EVENT OF A TRANSFER PURSUANT TO THE FOREGOING CLAUSE (B), (D) OR (E), THE COMPANY MAY REQUIRE A LEGAL OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE COMPANY. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”

5.1.11 **[Reserved]**

- 5.1.12 **Risks of Investment:** The Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment, and can bear the economic risk of losing its entire investment. The Purchaser is aware that:

- 5.1.12.1 no stock exchange, governmental agency, securities commission or similar regulatory authority has reviewed or passed on or made any finding or determination as to the merits of, or made any recommendation or endorsement with respect to, the Offered Securities (and the underlying securities);
- 5.1.12.2 there is no government or other insurance covering the Offered Securities (and the underlying securities); and
- 5.1.12.3 there are risks associated with the purchase of the Offered Securities (and the underlying securities).

The Subscriber is aware of the characteristics of the Offered Securities and the risks relating to an investment in the Offered Securities and has the sophistication and experience in business and financial matters (or has received appropriate independent advice) to be capable of evaluating the merits and risks of the investment in the Purchased Securities. The Subscriber (or if the Subscriber is a Portfolio Manager, then the Beneficial Purchaser) is able, without impairing the Subscriber's (or if the Subscriber is a Portfolio Manager then the Beneficial Purchaser's) financial condition, to bear the economic risk of, and withstand a complete loss of, the investment in the Purchased Securities.

- 5.1.13 **Authority of Portfolio Manager:** If the Subscriber is a Portfolio Manager, the Portfolio Manager is entering into this Agreement in its own capacity and in its capacity as agent for the Beneficial Purchaser, and:
- 5.1.13.1 the Portfolio Manager is the duly authorized agent of the Beneficial Purchaser with due and proper power and authority to execute and deliver, on behalf of the Beneficial Purchaser, this Agreement and all other documentation in connection with the purchase of the Purchased Securities, and to make or give, on behalf of the Beneficial Purchaser, the representations, warranties, consents, covenants and indemnities contained in this Agreement; and
 - 5.1.13.2 the actions of the Portfolio Manager as agent for the Beneficial Purchaser are in compliance with applicable law.
- 5.1.14 **Capacity and Authority:** If the Subscriber is:
- 5.1.14.1 a corporation, the Subscriber is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;
 - 5.1.14.2 a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and the Subscriber has obtained all approvals necessary in order to do so; or
 - 5.1.14.3 an individual, the Subscriber is of full age of majority and has the legal capacity and competence to enter into and execute this Agreement and to perform the Subscriber's obligations under this Agreement.
- 5.1.15 **Due Execution and Delivery:** This Agreement has been duly executed and delivered by (or, in the case of the Beneficial Purchaser, on behalf of) the Purchaser, and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.
- 5.1.16 **No Breach:** The entering into of this Agreement by the Purchaser and the performance by the Purchaser of the transactions contemplated by this Agreement do not and will not result in the violation of any of the terms and provisions of any law, judgment or order applicable to the Subscriber (or the Beneficial Purchaser), or (if applicable) the constating documents of the Subscriber (or the Beneficial Purchaser), or any agreement, written or oral, to which the Subscriber (or the Beneficial Purchaser) may be a party or by which that person is or may be bound.
- 5.1.17 **United States Laws:**
- 5.1.17.1 Unless the Purchaser has executed Schedule F or Schedule G, the Purchaser represents, warrants, acknowledges and agrees that:
 - 5.1.17.1.1 it is not a "U.S. person" (as defined in Regulation S under the U.S. Securities Act) and which includes an individual resident in the United States, an estate or trust of which any executor, administrator or trustee is a U.S. person, and any corporation or partnership incorporated or organized under the laws of the United States (a "U.S. Person") and is not purchasing for the account or benefit of a U.S. Person or a person in the United States and the Offered Securities were not offered to the Purchaser in the United States;
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- 5.1.17.1.2 at the time the buy order for the Purchased Securities originated, the Subscriber was outside the United States;
 - 5.1.17.1.3 this Agreement was executed and delivered by (or on behalf of) the Purchaser outside the United States;
 - 5.1.17.1.4 it has no intention to offer or sell the Purchased Securities in the United States or to, or for the account or benefit of, any U.S. Person, unless such Purchased Securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption or exclusion from such registration requirements is available, and further that it will not resell the Purchased Securities except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules;
 - 5.1.17.1.5 the Purchased Securities are subject to a 40 day “distribution compliance period” (as defined in Regulation S, the **Distribution Compliance Period**”), and the Purchased Securities may not be offered or sold, prior to the expiration of the Distribution Compliance Period, only (A) in accordance with Rule 903 or 904 of Regulation S; (B) pursuant to registration of the Purchased Securities under the U.S. Securities Act; or (C) pursuant to an available exemption from the registration requirements of the U.S. Securities Act and upon delivery of an opinion of counsel of recognized standing reasonably satisfactory to the Company to such effect;
 - 5.1.17.1.6 at or prior to confirmation of sale of any Purchased Securities, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Purchased Securities from it during the Distribution Compliance Period a confirmation or notice to substantially the following effect:

“The securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the Offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S.”; and
 - 5.1.17.1.7 the structure of the purchase of the Purchased Securities and all of the transactions and activities contemplate hereby is not a scheme to avoid the registration requirements of the U.S. Securities Act or any applicable state securities laws.
 - 5.1.17.2 The Purchaser understands that the Offered Securities (and the underlying securities) have not been and will not be registered under the United States Securities Act or the securities laws of any state of the United States, the Offered Securities (and the underlying securities) may not be offered or sold, directly or indirectly, in the United States or to a U.S. Person and the Pre-Funded Warrants and Warrants may not be exercised in the United States or by a U.S. Person unless registered (or exempt from registration) under the United States Securities Act and the securities laws of all applicable states, and the Company has no obligation or present intention of filing a registration statement under the United States Securities Act in respect of any of the Offered Securities (and the underlying securities).
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- 5.1.17.3 the Purchaser (on its own behalf and, if applicable, on behalf of each disclosed beneficial purchaser on whose behalf it is contracting) agrees not to offer, sell, pledge or otherwise transfer the Purchased Securities to, or for the account or benefit of, a person in the United States or a U.S. Person, unless the Purchased Securities are registered under the U.S. Securities Act and the securities laws of all applicable states or an exemption from such registration requirements is available.
- 5.1.18 **International Laws:** If the Subscriber (or the Beneficial Purchaser) is resident in, or its acquisition of the Purchased Securities is otherwise subject to the securities laws of, any jurisdiction outside of Canada or the United States, then:
- 5.1.18.1 the Subscriber (or the Beneficial Purchaser) is knowledgeable of, or has been independently advised as to, the securities laws of the relevant jurisdiction outside of Canada (the “**International Jurisdiction**”) which apply;
- 5.1.18.2 the applicable securities laws of the International Jurisdiction do not require the Company to make any filings or seek any approvals of any kind from any regulatory authority of any kind in the International Jurisdiction in connection with the issue and sale or resale of the Purchased Securities;
- 5.1.18.3 the purchase of the Purchased Securities by the Purchaser does not trigger:
- 5.1.18.3.1 any obligation to prepare or file a prospectus or registration statement or similar document, or any other report with respect to that purchase, in the International Jurisdiction; or
- 5.1.18.3.2 any continuous disclosure reporting obligation of the Company in the International Jurisdiction; or
- 5.1.18.3.3 any registration or similar obligation of the Company in the International Jurisdiction; and
- 5.1.18.4 the Purchaser will, if requested by the Company, deliver to the Company a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters in Sections 5.1.18.2 and 5.1.18.3 to the satisfaction of the Company, acting reasonably.
- 5.1.19 **Proceeds of Crime:** The funds representing the aggregate subscription price for the Purchased Securities which will be advanced to the Company under this Agreement will not represent proceeds of crime for the purpose of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “**PCMLTF Act**”). The Purchaser is aware that the Company may in the future be required by law to disclose the Purchaser’s name and other information relating to this Agreement, on a confidential basis, under the PCMLTF Act. To the best of the Subscriber’s knowledge, none of the subscription funds to be provided under this Agreement (i) have been or will be obtained or derived, directly or indirectly, from or related to any activity that is deemed illegal under the laws of Canada or the United States or any other jurisdiction, or (ii) are being tendered on behalf of a person who has not been identified to the Subscriber. The Subscriber (or the Beneficial Purchaser) will promptly notify the Company if that person discovers that any representation in this Section 5.1.19 ceases to be true, and will provide the Company with appropriate information in connection with that discovery.
- 5.1.20 **Independent Advice:** In connection with this Agreement and the investment in the Purchased Securities, the Purchaser has not relied upon the Company (or any of the Company’s directors, officers, employees, agents or representatives) for investment, legal, tax or other professional advice, and the Purchaser has sought or elected not to seek the advice of the Purchaser’s own personal investment advisers, legal counsel and tax advisers. The Purchaser is aware that legal counsel retained by the Company is acting as counsel to the Company, and not as counsel to the Purchaser and the Purchaser may not rely upon that legal counsel in any respect. The Purchaser has had the opportunity to seek, and was not prevented or discouraged by the Company from seeking, any independent advice which the Purchaser considered necessary before the execution and delivery of this Agreement.
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5.1.21 **Representations Relied On:** No person (including the Company) has made to the Subscriber any written or oral representations:

- 5.1.21.1 that any person will resell or repurchase any of the Purchased Securities (and the underlying securities);
- 5.1.21.2 that any person will refund the purchase price for the Purchased Securities (and the underlying securities); or
- 5.1.21.3 as to the future price or value of any of the Purchased Securities (and the underlying securities).

In making its decision to enter into this Agreement for the purchase of the Purchased Securities, the Subscriber has relied solely on the Company's current public disclosure record available on SEDAR+ (the "**Public Documents**"), on the Term Sheet (as superseded by this Agreement (excluding Schedule J)) and on the representations, warranties and covenants of the Company made or given in this Agreement.

5.1.22 **No Offering Document or Advertisement:** Other than the Public Documents, the Subscriber has not received (and has no need to receive) an offering memorandum, prospectus or other disclosure document in respect of the Purchased Securities or the Company describing the business and affairs of the Company in order to assist the Subscriber in making an investment decision in respect of the Purchased Securities. The Subscriber has not become aware of any sales literature or advertisement (including in printed public media, or on radio, television or the internet) with respect to the distribution of the Purchased Securities.

5.1.23 **No Knowledge of Undisclosed Material Information:** The Subscriber has no knowledge of a "material fact" or "material change" concerning the Company (as those terms are defined in applicable securities laws, and which generally includes a fact or change which would reasonably be expected to have a significant effect on the market price of the Common Shares) that has not been generally disclosed to the public.

5.1.24 **Not Control Person:** Unless the Subscriber has indicated in Schedule C that the Subscriber is a "control person" or has a relationship with a "control person", the Subscriber is not a "control person" of the Company (within the meaning of applicable securities laws, and which generally includes a person holding or controlling (alone or in concert with other persons) more than 20% of the Common Shares), and the purchase of securities under the Offering will not result in the Subscriber becoming a "control person" (and, if the Subscriber is a Portfolio Manager, the purchase of securities under the Offering will not result in the Beneficial Purchaser becoming a "control person").

5.1.25 **Future Financings:** The Subscriber is aware that the Company may complete additional financings in the future to develop the proposed business of the Company and to fund its ongoing development; that there is no assurance that any financings will be available or, if available, that the financings will be available on reasonable terms; that any future financings may have a dilutive effect on current securityholders, including the Subscriber (or if the Subscriber is a Portfolio Manager then the Beneficial Purchaser); and that, if future financings are not available, the Company may be unable to fund its ongoing development and the lack of capital resources may result in the failure of its business venture.

- 5.2 **Notification of Change:** The Purchaser will notify the Company immediately (and, in any event, before the Closing Time) of any changes in any representation, warranty or other information relating to the Purchaser set out in this Agreement which takes place before the Closing Time.
- 5.3 **Indemnity:** The Purchaser acknowledges and agrees that its representations, warranties and covenants in this Agreement are made with the intent that they may be relied upon in determining the Purchaser's eligibility as a purchaser of the Offered Securities. The Purchaser agrees to indemnify and hold harmless the Company and its representatives, directors, officers, employees, legal counsel and agents from and against all losses, liability, claims, costs, expenses and damages (including all fees, costs and expenses reasonably incurred in investigating, preparing or defending against any claim, lawsuit, administrative proceeding or investigation whether commenced or threatened) arising out of or based on any representation or warranty of the Subscriber (or the Beneficial Purchaser) in this Agreement being untrue in any material respect or any material breach of a covenant in this Agreement by the Subscriber (or the Beneficial Purchaser). The rights to indemnification provided in this Section 5.3 will be in addition to, and not in derogation of, any other rights or remedies which any indemnified party may have. To the extent that any person entitled to be indemnified under this Section 5.3 is not a party to this Agreement, the Company is acting as agent for that person with respect to those indemnities, and the Company will hold the rights and benefits of this Agreement in trust for, and on behalf of, that person.

6. Representations, Warranties and Covenants of the Company

- 6.1 **Representations and Warranties:** The Company represents and warrants to the Purchaser, as at the date this Agreement is executed by the Company and at the Closing Time, as follows.
- 6.1.1 **Corporate Existence:** The Company is a corporation duly incorporated and validly existing under the laws of the Province of British Columbia.
- 6.1.2 **Capacity and Power:** The Company has all necessary corporate power, authority and capacity to own or lease its assets and to carry on its business as currently being conducted.
- 6.1.3 **Jurisdictions:** The Company is duly registered to do business and is in good standing in each jurisdiction in which the location or character of its assets or the nature of its activities make registration necessary.
- 6.1.4 **Capacity to Enter Agreement:** The Company has all necessary corporate power, authority and capacity to enter into and perform its obligations under this Agreement and the certificates representing the Warrants.
- 6.1.5 **Due Execution and Delivery:** This Agreement has been (and the certificates representing the Pre-Funded Warrants and Warrants will by the Closing Time be) duly executed and delivered by the Company. This Agreement constitutes (and the certificates representing the Pre-Funded Warrants and Warrants will at the Closing Time constitute) a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.
- 6.1.6 **No Breach:** The entering into of this Agreement by the Company and the performance by the Company of the transactions contemplated by this Agreement do not and will not result in the violation of any of the terms and provisions of any law, judgment or order applicable to the Company, or the constating documents of the Company, or any agreement, written or oral, to which the Company may be a party or by which the Company is or may be bound.
- 6.1.7 **Purchased Securities:** The Purchased Securities (and underlying securities) have been duly and validly authorized and:
- 6.1.7.1 upon receiving full payment for the Purchased Securities, the Pre-Funded Warrants and Warrants forming part of the Purchased Securities will be validly created and issued and the Common Shares forming part of the Purchased Securities will be validly issued as fully paid and non-assessable shares of the Company; and
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- 6.1.7.2 upon receiving full payment for the Common Shares issuable under the Pre-Funded Warrants and Warrants, those Common Shares will be validly issued as fully paid and non-assessable shares of the Company.
- 6.1.8 **Reporting Issuer Status and Listing:** The Company is a “reporting issuer” in all 10 provinces and three territories in Canada and is in compliance in all material respects with applicable securities laws in those jurisdictions. The issued and outstanding Common Shares (excluding the Common Shares issuable in connection with the Offering) are listed for trading on NASDAQ and the Company is in compliance in all material respects with the rules and regulations of NASDAQ.
- 6.1.9 **No Cease Trade Orders:** No securities commission or comparable authority has issued any order preventing or suspending the distribution of the Common Shares or the trading of securities of the Company generally and, to the Company’s knowledge, there is no investigation, inquiry or proceeding for this purpose that has been commenced or which is pending, contemplated or threatened.
- 6.1.10 **Transfer Agent:** Computershare Investor Services Inc. (“**Computershare**”) at its principal office in British Columbia is the duly appointed registrar and transfer agent of the Company with respect to the Common Shares.
- 6.1.11 **Public Record:** The Company has filed on SEDAR+ all documents required to be filed by the Company under applicable Canadian securities laws.
- 6.1.12 **Bad Actor:** With respect to the Offered Securities to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D under the U.S. Securities Act, none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Company’s outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Company in any capacity at the time of sale (each, an “**Issuer Covered Person**” and, together, “**Issuer Covered Persons**”) is subject to any of the “Bad Actor” disqualifications described in Rule 506(d)(1)(i) to (viii) under the U.S. Securities Act (a “**Disqualification Event**”), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Purchasers a copy of any disclosures provided thereunder.
7. **Interpretation**
- 7.1 **Number and Gender:** In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders.
- 7.2 **Including:** Every use of the words “**including**” or “**includes**” in this Agreement is to be construed as meaning “including, without limitation” or “includes, without limitation”, respectively.
- 7.3 **Headings:** The insertion of headings in this Agreement is for convenience of reference only and will not affect the construction or interpretation of this Agreement.
- 7.4 **Sections and Schedules:** Unless otherwise specified, references in this Agreement to a Section or Schedule are to be construed as references to a Section or Schedule of or to this Agreement.
- 7.5 **Statutory Instruments:** Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.
- 7.6 **Business Day:** In this Agreement, “**business day**” means any day excluding a Saturday, Sunday or statutory holiday in the province of Ontario.
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- 7.7 **Person:** In this Agreement, “**person**” will be broadly interpreted and includes an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency and every other form of legal or business entity of any kind.
- 7.8 **Governing Law:** This Agreement will be governed by, and is to be construed and interpreted in accordance with, the laws of the province of Ontario and the laws of Canada applicable in that province.
- 7.9 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

8. Registration Statement

- 8.1 Within thirty (30) calendar days of the Closing Date, the Company shall file a resale registration statement on Form F-3 (or any other available form) (the “**Registration Statement**”) providing for the resale by the Purchasers of the Common Shares and Common Shares issuable upon exercise of the Pre-Funded Warrants and Warrants. The Company shall use commercially reasonable efforts to cause such Registration Statement to become effective as soon as practicable, but in no event later than the date, which shall be either: (i) in the event that the U.S. Securities and Exchange Commission does not review the Registration Statement, sixty (60) calendar days after the Closing Date, or (ii) in the event that the U.S. Securities and Exchange Commission reviews the Registration Statement, ninety (90) days after the Closing Date.
- 8.2 In order to facilitate the Company filing the Registration Statement, each Purchaser hereby agrees to provide the Company with, following reasonable advance written request by the Company, an executed selling shareholder questionnaire in a form reasonably acceptable to such Purchaser and the Company as is customary under the circumstances.

9. General

- 9.1 **Time of Essence:** Time is of the essence in all respects of this Agreement.
- 9.2 **Notices:** Any notice or communication required or permitted to be delivered under this Agreement (a “**Communication**”) must be in writing and sent by email. A Communication delivered by email will be deemed to have been given and received on the date of transmission (but if transmitted on a day which is not a Business Day or after 5:00 p.m. (local time of the recipient), the Communication will be deemed to have been given and received on the next Business Day). A Communication must be addressed as follows:

9.2.1 if to the Company:

IM Cannabis Corp.
Kibbutz Glil Yam
Central District, Israel
4690500

Attention: Michal Lebovitz Nissimov, General Counsel
Email address:

with a copy to:

Garfinkle Biderman LLP
1 Adelaide Street East, Suite 801
Toronto ON M5C 2V9

Attention: Adam Fishman, Partner
Email address:

9.2.2 if to the Subscriber, at that person's address or email address shown on the cover page of this Agreement; and

9.2.3 if to the Beneficial Purchaser (if applicable), at the address or email address of the Portfolio Manager shown on the cover page of this Agreement.

Any person may change its address for delivery of Communications under this Section 9.2 by notice in writing given in accordance with this Section 9.2.

- 9.3 **Severability:** Each Section of this Agreement is distinct and severable, and if any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part, or the legality, validity or unenforceability of that Section, in whole or in part, in any other jurisdiction, in each case as long as the economic and legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party.
- 9.4 **Submission to Jurisdiction:** Each of the parties to this Agreement irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the province of Ontario to determine all issues, whether at law or in equity, arising from this Agreement.
- 9.5 **Amendments:** The provisions of this Agreement may only be amended with the written consent of all of the parties to this Agreement.
- 9.6 **Further Assurances:** Each party to this Agreement will, at the request of any other party to this Agreement, perform any further acts and execute and deliver any further documents as may be reasonably required to fully give effect to this Agreement. The Purchaser will promptly execute, deliver and file (or assist the Company in filing) any reports, undertakings or other documents, and will promptly provide any assurances, undertakings and information, as may be required by law or by any securities commission, stock exchange or other regulatory authority in connection with the transactions contemplated by this Agreement.
- 9.7 **Assignment and Enurement:** Neither this Agreement nor any right or obligation under this Agreement may be assigned by any party without the prior written consent of the other parties to this Agreement. This Agreement enures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.
- 9.8 **Counterparts:** This Agreement may be executed in one or more counterparts which when taken together will constitute one and the same agreement.
- 9.9 **Facsimile or Electronic Copies:** The Company will be entitled to rely on a facsimile or other form of electronic copy of an executed subscription agreement. Acceptance by the Company of a facsimile or electronic copy of a subscription will be legally effective to create a valid and binding agreement between the Purchaser and the Company in accordance with the terms of this Agreement.
- 9.10 **Survival:** The representations, warranties, consents, covenants and indemnities contained in this Agreement or in any certificate, document or instrument delivered under this Agreement will survive the completion of the transactions contemplated by this Agreement.
-

9.11 Personal Information:

9.11.1 The Purchaser consents to the collection by the Company of personal information about the Purchaser (as defined under applicable privacy laws, the “**Personal Information**”) for the purpose of completing the transactions contemplated by this Agreement. The Purchaser consents to the Company retaining the Personal Information for as long as permitted or required by law or business practices. The Purchaser acknowledges that the Company may use the Personal Information: (i) internally (for the purpose of managing the relationships between and contractual obligations of the Company and the Purchaser); (ii) for income tax-related purposes; (iii) to demonstrate compliance with securities laws; and (iv) in record books prepared in respect of the Offering. The Purchaser acknowledges that the Company may disclose the Personal Information: (i) to the Canada Revenue Agency; (ii) to professional advisers of the Company in connection with the performance of their professional services; (iii) as required by securities regulatory authorities, stock exchanges, the Investment Industry Regulatory Organization of Canada and other regulatory bodies; (iv) to a governmental or other authority to which the disclosure is required by court order or subpoena compelling that disclosure (if there is no reasonable alternative to that disclosure); (v) to a court determining the rights of the parties under this Agreement; (vi) to any other parties involved in the Offering, including legal counsel; (vii) to the Company’s registrar and transfer agent; and (viii) as otherwise required or permitted by law. The Purchaser consents to the use and disclosure of the Personal Information set out in this Section 9.11.1.

9.11.2 If the Subscriber is a resident of a jurisdiction of Canada and is an individual, the Subscriber authorizes the indirect collection of the Personal Information by the securities regulatory authority or regulator (each as defined in National Instrument 14-101 *Definitions*) and confirms that the Subscriber has been notified by the Company:

9.11.2.1 that the Company will be delivering the Personal Information to the securities regulatory authority or regulator;

9.11.2.2 that the Personal Information is being collected by the securities regulatory authority or regulator under the authority granted in applicable securities laws;

9.11.2.3 that the Personal Information is being collected for the purposes of the administration and enforcement of applicable securities laws; and

9.11.2.4 that the title, business address and business telephone number of the public official who can answer questions about the securities regulatory authority’s or regulator’s indirect collection of the Personal Information is as set out in Schedule K.

9.12 **Language:** The parties have expressly required that this Agreement and all other documents and notices relating to this Agreement be drafted in the English language only. Les parties ont expressément exigé que la présente convention, et tous les autres documents et avis qui s’y rapportent soient rédigés en anglais seulement.

[Remainder of page intentionally left blank.]

**SCHEDULE A
TO SUBSCRIPTION AGREEMENT**

{This Schedule A must be completed if the Subscriber is a Portfolio Manager, or if the Subscriber is subscribing under the “accredited investor” exemption set out in Section 5.1.3.1 of the Agreement.}

Accredited Investor Certificate

[intentionally omitted]

To: IM Cannabis Corp. (the “**Company**”)

**SCHEDULE B
TO SUBSCRIPTION AGREEMENT**

{This Schedule B must be completed if the Subscriber:

- *is subscribing under the “accredited investor” exemption set out in Section 5.1.3.1 of the Agreement; and*
- *is an individual relying on category (j), (k) or (l) of the Accredited Investor Certificate (Schedule A); and*
- *does not meet the higher financial asset threshold set out in paragraph (j.1) of the Accredited Investor Certificate.}*

**Form 45-106F9
Form for Individual Accredited Investors**

[intentionally omitted]

**SCHEDULE C
TO SUBSCRIPTION AGREEMENT**

{This Schedule C must be completed if the Subscriber is subscribing under the “family, friends and business associates” exemption set out in Section 5.1.3.3 of the Agreement.}

Family, Friends and Business Associates Certificate

[intentionally omitted]

**SCHEDULE D
TO SUBSCRIPTION AGREEMENT**

{This Schedule D must be completed if the Subscriber is a resident of Ontario and is subscribing under the “family, friends and business associates” exemption set out in Section 5.1.3.3 of the Agreement.}

**Form 45-106F12
Risk Acknowledgement Form for Family, Friend and Business Associate Investors**

[intentionally omitted]

**SCHEDULE E
TO SUBSCRIPTION AGREEMENT**

{This Schedule E must be completed if the Subscriber is a resident of Saskatchewan and is subscribing based on a close personal friendship or a close business association under Section 5.1.3.3 of the Agreement.}

**Form 45-106F5
Risk Acknowledgement
Saskatchewan Close Personal Friends and Close Business Associates**

[intentionally omitted]

**SCHEDULE F
TO SUBSCRIPTION AGREEMENT
UNITED STATES ACCREDITED INVESTOR CERTIFICATE**

[intentionally omitted]

**SCHEDULE G
TO SUBSCRIPTION AGREEMENT
QUALIFIED INSTITUTIONAL BUYER LETTER**

[intentionally omitted]

**SCHEDULE H
TO SUBSCRIPTION AGREEMENT**

{This Schedule H must be completed if the Subscriber is a resident in, or subject to the laws of, a jurisdiction in Canada and is subscribing under the “minimum amount investment” exemption set out in Section 5.1.3.2 of the Agreement.}

MINIMUM AMOUNT INVESTMENT STATUS CERTIFICATE

[intentionally omitted]

**SCHEDULE I
TO SUBSCRIPTION AGREEMENT**

{This Schedule I must be completed if the Subscriber is subscribing and are a resident, or subscribing for the account or benefit of a resident, outside of Canada and the United States.}

**FOREIGN SUBSCRIBER CERTIFICATE
(Residents of Jurisdictions other than Canada or the United States)**

[intentionally omitted]

**SCHEDULE J
TO SUBSCRIPTION AGREEMENT**

TERM SHEET

[intentionally omitted]

**SCHEDULE K
TO SUBSCRIPTION AGREEMENT**

Contact Information

[intentionally omitted]

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY AND ANY SECURITY ISSUED ON EXERCISE HEREOF MUST NOT TRADE THE SECURITY AND ANY SECURITY ISSUED ON EXERCISE HEREOF BEFORE DECEMBER 1, 2025.

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES DELIVERABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR U.S. STATE SECURITIES LAWS. BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES AND THE SECURITIES DELIVERABLE UPON EXERCISE HEREOF, THE HOLDER AGREES FOR THE BENEFIT OF IM CANNABIS CORP. (THE "COMPANY") THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE COMPANY; OR (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; OR (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS; OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT. THIS WARRANT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF A U.S. PERSON OR PERSON IN THE UNITED STATES UNLESS THIS WARRANT AND SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND THE APPLICABLE SECURITIES LEGISLATION OF ANY SUCH STATE OR EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS ARE AVAILABLE. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT.

THE WARRANTS EVIDENCED HEREBY ARE EXERCISABLE AT OR BEFORE 4:00 P.M. (TORONTO TIME) ON JULY 30, 2030, AFTER WHICH TIME THE WARRANTS EVIDENCED HEREBY SHALL BE DEEMED TO BE VOID AND OF NO FURTHER FORCE OR EFFECT.

COMMON SHARE PURCHASE WARRANT

IM CANNABIS CORP.

Number of Warrant Shares represented by this certificate: [*]

Issue Date: July 30, 2025

Certificate number: W-2025-07-[*]

THIS COMMON SHARE PURCHASE WARRANT (the "Warrant") certifies that, for value received, [*], a [*] company, or its assigns or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date set forth herein (the "Initial Exercise Date") and on or prior to 5:00 p.m. (Toronto time) on July 30, 2030 (the "Termination Date") but not thereafter, to subscribe for and purchase from IM Cannabis Corp., a company existing under the laws of the Province of British Columbia (the "Company"), up to [*] common shares in the capital of the Company ("Common Shares") (as subject to adjustment hereunder, the "Warrant Shares"). The purchase price of one Warrant Share under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain subscription agreement (the “Subscription Agreement”), dated , 2025, among the Company and Holder.

“Trading Day” means a day on which the principal Trading Market is open for trading.

“Trading Market” means any of the following markets or exchanges on which the Common Shares are listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the Canadian Stock Exchange (or any successors to any of the foregoing).

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed PDF copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise in the form annexed hereto as Exhibit A (the “Notice of Exercise”). Within the earlier of (i) one (1) Trading Day and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(d)(i) herein) following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashier’s check drawn on a United States bank. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation as soon as reasonably practicable, but in no event later than three (3) Trading Days, following the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Trading Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

This Warrant and the Warrant Shares have not been registered under the United States *Securities Act of 1933*, as amended (the “Securities Act”) or under state securities laws of any state in the United States. Warrants originally issued in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States are, and, absent registration under the Securities Act, any Common Shares issued upon exercise of such Warrants will be, “restricted securities” within the meaning of Rule 144(a)(3) of the Securities Act. Accordingly, absent registration under the Securities Act, this Warrant may not be exercised in the United States, by, or on behalf of a U.S. Person or a person in the United States unless an exemption is available from the registration requirements of the Securities Act and applicable state securities laws. “United States” and “U.S. Person” have the meanings given to them in Regulation S under the Securities Act.

b) Exercise Price. The exercise price per Warrant Share under this Warrant shall be C\$3.43, subject to adjustment hereunder (the “Exercise Price”).

c) [Reserved].

d) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the transfer agent to the Holder by crediting the account of the Holder’s or its designee’s balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system (“DWAC”) if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144, and otherwise by physical delivery of a certificate or a direct registration system (“DRS”) statement, registered in the Company’s share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earliest of (i) two (2) Trading Days after the delivery to the Company of the Notice of Exercise, (ii) one (1) Trading Day after delivery of the aggregate Exercise Price to the Company and (iii) the number of Trading Days comprising the Standard Settlement Period after the delivery to the Company of the Notice of Exercise (such date, the “Warrant Share Delivery Date”). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, provided that payment of the aggregate Exercise Price is received by the Warrant Share Delivery Date. The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, “Standard Settlement Period” means the standard settlement period, expressed in a number of Trading Days, on the Company’s primary Trading Market with respect to the Common Shares as in effect on the date of delivery of the Notice of Exercise.

ii. If the Holder is located outside the United States and is not acting for the account or benefit of a U.S. person (a “Non-U.S. Holder”), and provided that (i) the Company qualifies as a “foreign issuer” (as defined in Rule 902 of Regulation S under the U.S. Securities Act), and (ii) the Holder has delivered a Foreign Purchaser’s Certificate, the Company shall direct its Canadian transfer agent, Computershare Investor Services Inc., to deliver the Warrant Shares by way of a DRS statement or share certificate to the address specified by the Holder in the Notice of Exercise, no later than the Warrant Share Delivery Date. Upon any exercise of this Warrant by a Holder other than a Non-U.S. Holder, or if at the time of exercise the Company does not qualify as a “foreign issuer” (as defined in Rule 902 of Regulation S under the Securities Act), the Warrant Shares shall be issued bearing the following legend (the “U.S. Legend”):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR U.S. STATE SECURITIES LAWS. BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES, THE HOLDER AGREES FOR THE BENEFIT OF IM CANNABIS CORP. (THE “COMPANY”) THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE COMPANY; OR (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; OR (C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT OR (D) PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (E) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS; OR (F) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (D) OR (E) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

provided, however, that such legend shall not be required if (i) a registration statement covering the resale of the Warrant Shares is effective, or (ii) the Warrant Shares are being sold pursuant to Rule 144, subject to customary certifications (and if required, a legal opinion by counsel to the Company at the Company's expense). If the Company qualifies as a "foreign issuer" at the time of issuance and the Warrant Shares are being sold pursuant to Rule 904, the legend may be removed upon delivery to the Company and the transfer agent of a Declaration and, if applicable, a Broker Affirmation in the form attached hereto as Exhibit C (or another reasonably acceptable form).

iii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

i v . Rescission Rights. If the Company fails to cause the transfer agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise; provided, however, that the Holder shall be required to return any Warrant Shares or Common Shares subject to any such rescinded exercise notice concurrently with the return to the Holder of the aggregate Exercise Price paid to the Company for such Warrant Shares and the restoration of the Holder's right to acquire such Warrant Shares pursuant to this Warrant (including, issuance of a replacement warrant certificate evidencing such restored right).

v. Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the transfer agent to transmit to the Holder the Warrant Shares in accordance with the provisions of Section 2(d)(i) and (ii) above pursuant to an exercise on or before the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, Common Shares to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the Common Shares so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of Common Shares that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Shares having a total purchase price of C\$11,000 to cover a Buy-In with respect to an attempted exercise of Common Shares with an aggregate sale price giving rise to such purchase obligation of C\$10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder C\$1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy- In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver Common Shares upon exercise of the Warrant as required pursuant to the terms hereof.

v i . No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

vii. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all transfer agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

viii. Closing of Books. The Company will not close its shareholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of Common Shares beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of Common Shares issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of Common Shares which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Share equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for exercises of the Warrant that are not in compliance with the Beneficial Ownership Limitation (other than to the extent that information on the number of outstanding Common Shares is provided by the Company and relied upon by the Holder). In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder and the Company shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for exercises of the Warrant that are not in compliance with the Beneficial Ownership Limitation (other than to the extent that information on the number of outstanding Common Shares is provided by the Company and relied upon by the Holder). For purposes of this Section 2(e), in determining the number of outstanding Common Shares, a Holder may rely on the number of outstanding Common Shares as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or transfer Agent setting forth the number of Common Shares outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of Common Shares then outstanding. In any case, the number of outstanding Common Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding Common Shares was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of Common Shares outstanding immediately after giving effect to the issuance of Common Shares issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of the Common Shares outstanding immediately after giving effect to the issuance of Common Shares upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant. To the extent that this Warrant is not exercisable as a result of the Holder's Beneficial Ownership Limitation, no alternate consideration is owed to the Holder.

Without limiting the Holder's right to exercise any portion of this Warrant other than the Beneficial Ownership Limitation set forth under this section (e), the Holder acknowledges that beneficial ownership of 5.00% or more of the issued and outstanding Common Shares may require certain approvals from the Israeli Medical Cannabis Agency ("IMCA") and undertakes to fully cooperate with the Company and deliver all information and documentation required by the Company to obtain such approvals. Furthermore, the Holder acknowledges that any failure of the Company or its shareholders to comply with the aforementioned requirement for the IMCA approval may impact the Company's subsidiaries' ability to continue operating in compliance with any licenses to engage in Cannabis activities in Israel or to renew such licenses. Any inability of the subsidiaries to maintain their respective licenses in good standing may result in a material adverse effect on the Company's business, financial condition, results of operations and prospects.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a share dividend or otherwise makes a distribution or distributions of its Common Share or any other equity or equity equivalent securities payable in Common Shares (which, for avoidance of doubt, shall not include any Common Shares issued by the Company upon exercise of this Warrant or any other Warrants), (ii) subdivides outstanding Common Shares into a larger number of shares, (iii) combines (including by way of reverse share split) outstanding Common Shares into a smaller number of shares, (iv) issues any bonus shares or (v) issues by reclassification of Common Shares, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of Common Shares (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of Common Shares outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution (provided, that such adjustment shall be reversed if such dividend or distribution is terminated prior to the making thereof) and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

b) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Common Share equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Common Shares (the "Purchase Rights"), then the Holder shall be entitled to acquire such Purchase Rights only to the extent that this Warrant has been exercised in full or in part prior to the applicable record date. For the avoidance of doubt, no rights shall accrue with respect to any portion of this Warrant that remains unexercised as of the applicable record date. The Company shall have no obligation to hold any Purchase Rights in abeyance or to reserve any securities or property in connection therewith.

c) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of Common Shares, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a “Distribution”), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution only to the extent that this Warrant has been exercised in full or in part prior to the applicable record date. No right to receive any portion of such Distribution shall accrue with respect to any unexercised portion of the Warrant. The Company shall have no obligation to hold any portion of such Distribution in abeyance or reserve it for the benefit of the Holder.

d) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of Common Shares deemed to be issued and outstanding as of a given date shall be the sum of the number of Common Shares (excluding treasury shares, if any) issued and outstanding.

e) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

i i . Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Shares, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Shares, (C) the Company shall authorize the granting to all holders of the Common Shares rights or warrants to subscribe for or purchase any shares of any class or of any rights, (D) the approval of any shareholders of the Company shall be required in connection with any reclassification of the Common Shares, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Shares are converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by email to the Holder at its last email address as it shall appear upon the Warrant Register of the Company, at least five Business Days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Shares of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Shares of record shall be entitled to exchange their Common Shares for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice and provided, further that no notice shall be required if the information is disseminated in a press release or document filed with the Securities and Exchange Commission and on SEDAR+. To the extent that any notice provided in this Warrant constitutes, or contains, material, non- public information regarding the Company or any of the subsidiaries, the Company shall simultaneously file such notice on SEDAR+ and with the Commission pursuant to a Report of Foreign Private Issuer on Form 6-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

f) Voluntary Adjustment By Company. Subject to the rules and regulations of the Trading Market, the Company may at any time during the term of this Warrant reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the board of directors of the Company.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and to the provisions of Section 5.1.9 of the Subscription Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants, upon the same terms as this Warrant, in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. This Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by or on behalf of the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state and Canadian securities laws or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the Canadian and U.S. transfer restrictions set forth herein and in the Subscription Agreement.

e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state or Canadian securities laws or blue sky laws, except pursuant to sales registered or exempted under the Securities Act or Canadian securities laws.

Section 5. Miscellaneous.

a) No Rights as Shareholder Until Exercise; No Settlement in Cash. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a shareholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3. In no event will the Company be required to net cash settle an exercise of this Warrant.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any share certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or share certificate, if mutilated, the Company will make and deliver a new Warrant or share certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or share certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Trading Day, then, such action may be taken or such right may be exercised on the next succeeding Trading Day.

d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Shares a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Shares may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its notice of articles or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be reasonably necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (ii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be reasonably necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Subscription Agreement.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, will have restrictions upon resale imposed by applicable Canadian, U.S. state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that the right to exercise this Warrant terminates on the Termination Date. Without limiting any other provision of this Warrant or the Subscription Agreement, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Subscription Agreement.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Shares or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company, on the one hand, and the Holder of this Warrant, on the other hand.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

o) Currency and Exchange Rate. Unless otherwise specified, all dollar amounts in this Warrant, including the symbol "C\$" or "\$", are expressed in Canadian dollars. If the Holder provides the amount of the aggregate Exercise Price in any other currency, including US\$ or NIS, as applicable, then the number of Warrant Shares issuable to the Holder will be determined by multiplying the aggregate Exercise Price by the Exchange Rate and dividing the product by the Exercise Price. "Exchange Rate" means the US\$:NIS, C\$:NIS or C\$:US\$, as applicable, with the daily exchange rate as reported by the Bank of Israel on the Business Day prior to the applicable date of exercise.

p) Electronic Signature. The Company may execute this certificate by electronic signature. To the extent that this certificate or any agreement subject to the terms hereof or any amendment hereto is executed, recorded or delivered electronically, it shall be binding to the same extent as though it had been executed on paper with an original ink signature. The fact that this certificate is executed, signed, stored or delivered electronically shall not prevent the enforcement of the terms hereof. Physical possession of the original of this certificate or any paper copy thereof shall confer no special status to the bearer thereof

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized
as of the date first above indicated.

IM CANNABIS CORP.

By:

Name: Oren Shuster

Title: Chief Executive Officer

NOTICE OF EXERCISE

TO: **IM CANNABIS CORP. (THE "COMPANY")**

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

The Warrant Shares shall be delivered to the following DWAC Account Number:

(3) Accredited Investor. The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing

Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized

Signatory: _____

Title of Authorized

Signatory: _____

Date: _____

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to exercise the Warrant to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name:

(Please Print)

Address:

(Please Print)

Phone Number:

Email Address:

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

**Form of Declaration for Removal of Legend –
Rule 904 Under the U.S. Securities Act of 1933**

TO: IM CANNABIS CORP. (THE “COMPANY”)

AND TO: COMPUTERSHARE INVESTOR SERVICES INC., AS REGISTRAR AND TRANSFER AGENT FOR THE COMPANY’S COMMON SHARES (THE “TRANSFER AGENT”)

The undersigned (A) acknowledges that the sale of _____ ☐ common shares OR ☐ common share purchase warrants of the Company to which this declaration relates, represented by certificate number _____ or held in Direct Registration System (DRS) Account No. _____, is being made in reliance on Rule 904 of Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and (B) certifies that (1) the undersigned (a) is not an “affiliate” of the Company, as that term is defined in Rule 405 under the U.S. Securities Act, or is an affiliate solely by virtue of being an officer or director of the Company, (b) is not a “distributor” as defined in Regulation S, and (c) is not an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange, the Cboe Canada exchange or any other “designated offshore securities market”, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of “washing off” the resale restrictions imposed because the securities are “restricted securities” (as that term is defined in Rule 144(a)(3) under the U.S. Securities Act); (5) the seller does not intend to replace such securities with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated _____, 20____.

X _____

Signature of individual (if Seller **is** an individual)

X _____

Authorized signatory (if Seller is **not** an individual)

Name of Seller (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Affirmation by Seller's Broker-Dealer (Required for sales pursuant to Section (B)(2)(b) above)

We have read the representation letter of _____ (the "**Seller**") dated _____, 20____, pursuant to which the Seller has requested that we sell, for the Seller's account, _____ common shares of the Company represented by certificate number _____ or held in Direct Registration System (DRS) Account No. _____ (the "**Common Shares**"). We have executed sales of the Common Shares pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell the Common Shares was made to a person in the United States;
- (2) the sale of the Common Shares was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange, the Cboe Canada Exchange or another "designated offshore securities market" (as defined in Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Common Shares as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Common Shares (including, but not be limited to, the solicitation of offers to purchase the Common Shares from persons in the United States); and "**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Company shall be entitled to rely upon the representations, warranties and covenants contained in this letter to the same extent as if this letter had been addressed to them.

Dated _____, 20____.

Name of Firm

By: _____

Title: _____

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY AND ANY SECURITY ISSUED ON EXERCISE HEREOF MUST NOT TRADE THE SECURITY AND ANY SECURITY ISSUED ON EXERCISE HEREOF BEFORE DECEMBER 1, 2025.

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES DELIVERABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR U.S. STATE SECURITIES LAWS. BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES AND THE SECURITIES DELIVERABLE UPON EXERCISE HEREOF, THE HOLDER AGREES FOR THE BENEFIT OF IM CANNABIS CORP. (THE “COMPANY”) THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE COMPANY; OR (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; OR (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS; OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT. THIS WARRANT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF A U.S. PERSON OR PERSON IN THE UNITED STATES UNLESS THIS WARRANT AND SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND THE APPLICABLE SECURITIES LEGISLATION OF ANY SUCH STATE OR EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS ARE AVAILABLE. “UNITED STATES” AND “U.S. PERSON” ARE AS DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT.

THE WARRANTS EVIDENCED HEREBY ARE EXERCISABLE AT OR BEFORE 4:00 P.M. (TORONTO TIME) ON JULY 30, 2030, AFTER WHICH TIME THE WARRANTS EVIDENCED HEREBY SHALL BE DEEMED TO BE VOID AND OF NO FURTHER FORCE OR EFFECT.

PRE-FUNDED COMMON SHARE PURCHASE WARRANT

IM CANNABIS CORP.

Number of Warrant Shares represented by this certificate: [*]

Issue Date: July 30, 2025

Certificate number: W-2025-07-[*]

THIS PRE-FUNDED COMMON SHARE PURCHASE WARRANT (the “Warrant”) certifies that, for value received, [*], a [*] company, or its assigns (the “Holder”) is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date set forth herein (the “Initial Exercise Date”) and until this Warrant is exercised in full (the “Termination Date”) but not thereafter, to subscribe for and purchase from IM Cannabis Corp., a company existing under the laws of the Province of British Columbia (the “Company”), up to [*] common shares in the capital of the Company (“Common Shares”) (as subject to adjustment hereunder, the “Warrant Shares”). The purchase price of one Warrant Share under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain subscription agreement (the “Subscription Agreement”), dated , 2025, among the Company and Holder.

“Trading Day” means a day on which the principal Trading Market is open for trading.

“Trading Market” means any of the following markets or exchanges on which the Common Shares are listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the Canadian Stock Exchange (or any successors to any of the foregoing).

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed PDF copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise in the form annexed hereto as Exhibit A (the “Notice of Exercise”). Within the earlier of (i) one (1) Trading Day and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(d)(i) herein) following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashier’s check drawn on a United States bank. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation as soon as reasonably practicable, but in no event later than three (3) Trading Days, following the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one

(1) Trading Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

This Warrant and the Warrant Shares have not been registered under the United States *Securities Act of 1933*, as amended (the “Securities Act”) or under state securities laws of any state in the United States. Warrants originally issued in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States are, and, absent registration under the Securities Act, any Common Shares issued upon exercise of such Warrants will be, “restricted securities” within the meaning of Rule 144(a)(3) of the Securities Act. Accordingly, absent registration under the Securities Act, this Warrant may not be exercised in the United States, by, or on behalf of a U.S. Person or a person in the United States unless an exemption is available from the registration requirements of the Securities Act and applicable state securities laws. “United States” and “U.S. Person” have the meanings given to them in Regulation S under the Securities Act.

b) Exercise Price. The exercise price per Warrant Share under this Warrant shall be CS0.00001, subject to adjustment hereunder (the “Exercise Price”).

c) [Reserved].

d) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the transfer agent to the Holder by crediting the account of the Holder’s or its designee’s balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system (“DWAC”) if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144, and otherwise by physical delivery of a certificate or a direct registration system (“DRS”) statement, registered in the Company’s share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earliest of (i) two (2) Trading Days after the delivery to the Company of the Notice of Exercise, (ii) one (1) Trading Day after delivery of the aggregate Exercise Price to the Company and (iii) the number of Trading Days comprising the Standard Settlement Period after the delivery to the Company of the Notice of Exercise (such date, the “Warrant Share Delivery Date”). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, provided that payment of the aggregate Exercise Price is received by the Warrant Share Delivery Date. The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, “Standard Settlement Period” means the standard settlement period, expressed in a number of Trading Days, on the Company’s primary Trading Market with respect to the Common Shares as in effect on the date of delivery of the Notice of Exercise.

ii. If the Holder is located outside the United States and is not acting for the account or benefit of a U.S. person (a “Non-U.S. Holder”), and provided that (i) the Company qualifies as a “foreign issuer” (as defined in Rule 902 of Regulation S under the U.S. Securities Act), and (ii) the Holder has delivered a Foreign Purchaser’s Certificate, the Company shall direct its Canadian transfer agent, Computershare Investor Services Inc., to deliver the Warrant Shares by way of a DRS statement or share certificate to the address specified by the Holder in the Notice of Exercise, no later than the Warrant Share Delivery Date. Upon any exercise of this Warrant by a Holder other than a Non-U.S. Holder, or if at the time of exercise the Company does not qualify as a “foreign issuer” (as defined in Rule 902 of Regulation S under the Securities Act), the Warrant Shares shall be issued bearing the following legend (the “U.S. Legend”):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR U.S. STATE SECURITIES LAWS. BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES, THE HOLDER AGREES FOR THE BENEFIT OF IM CANNABIS CORP. (THE “COMPANY”) THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE COMPANY; OR (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; OR (C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT OR (D) PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (E) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS; OR (F) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (D) OR (E) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

provided, however, that such legend shall not be required if (i) a registration statement covering the resale of the Warrant Shares is effective, or (ii) the Warrant Shares are being sold pursuant to Rule 144, subject to customary certifications (and if required, a legal opinion by counsel to the Company at the Company’s expense). If the Company qualifies as a “foreign issuer” at the time of issuance and the Warrant Shares are being sold pursuant to Rule 904, the legend may be removed upon delivery to the Company and the transfer agent of a Declaration and, if applicable, a Broker Affirmation in the form attached hereto as Exhibit C (or another reasonably acceptable form).

iii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iv. Rescission Rights. If the Company fails to cause the transfer agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise; provided, however, that the Holder shall be required to return any Warrant Shares or Common Shares subject to any such rescinded exercise notice concurrently with the return to the Holder of the aggregate Exercise Price paid to the Company for such Warrant Shares and the restoration of the Holder's right to acquire such Warrant Shares pursuant to this Warrant (including, issuance of a replacement warrant certificate evidencing such restored right).

v. Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the transfer agent to transmit to the Holder the Warrant Shares in accordance with the provisions of Section 2(d)(i) and (ii) above pursuant to an exercise on or before the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, Common Shares to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the Common Shares so purchased exceeds (y) the amount to be obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of Common Shares that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Shares having a total purchase price of C\$11,000 to cover a Buy-In with respect to an attempted exercise of Common Shares with an aggregate sale price giving rise to such purchase obligation of C\$10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder C\$1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver Common Shares upon exercise of the Warrant as required pursuant to the terms hereof.

vi. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its selection, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

vii. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all transfer agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

viii. Closing of Books. The Company will not close its shareholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of Common Shares beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of Common Shares issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of Common Shares which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Share equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for exercises of the Warrant that are not in compliance with the Beneficial Ownership Limitation (other than to the extent that information on the number of outstanding Common Shares is provided by the Company and relied upon by the Holder). In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder and the Company shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for exercises of the Warrant that are not in compliance with the Beneficial Ownership Limitation (other than to the extent that information on the number of outstanding Common Shares is provided by the Company and relied upon by the Holder). For purposes of this Section 2(e), in determining the number of outstanding Common Shares, a Holder may rely on the number of outstanding Common Shares as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or transfer Agent setting forth the number of Common Shares outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of Common Shares then outstanding. In any case, the number of outstanding Common Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding Common Shares was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of Common Shares outstanding immediately after giving effect to the issuance of Common Shares issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 4.99% of the number of the Common Shares outstanding immediately after giving effect to the issuance of Common Shares upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant. To the extent that this Warrant is not exercisable as a result of the Holder's Beneficial Ownership Limitation, no alternate consideration is owed to the Holder.

Without limiting the Holder's right to exercise any portion of this Warrant other than the Beneficial Ownership Limitation set forth under this section (e), the Holder acknowledges that beneficial ownership of 5.00% or more of the issued and outstanding Common Shares may require certain approvals from the Israeli Medical Cannabis Agency ("IMCA") and undertakes to fully cooperate with the Company and deliver all information and documentation required by the Company to obtain such approvals. Furthermore, the Holder acknowledges that any failure of the Company or its shareholders to comply with the aforementioned requirement for the IMCA approval may impact the Company's subsidiaries' ability to continue operating in compliance with any licenses to engage in Cannabis activities in Israel or to renew such licenses. Any inability of the subsidiaries to maintain their respective licenses in good standing may result in a material adverse effect on the Company's business, financial condition, results of operations and prospects.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding:

(i) pays a share dividend or otherwise makes a distribution or distributions of its Common Share or any other equity or equity equivalent securities payable in Common Shares (which, for avoidance of doubt, shall not include any Common Shares issued by the Company upon exercise of this Warrant or any other Warrants), (ii) subdivides outstanding Common Shares into a larger number of shares, (iii) combines (including by way of reverse share split) outstanding Common Shares into a smaller number of shares, (iv) issues any bonus shares or (v) issues by reclassification of Common Shares, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of Common Shares (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of Common Shares outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution (provided, that such adjustment shall be reversed if such dividend or distribution is terminated prior to the making thereof) and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Common Share equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Common Shares (the "Purchase Rights"), then the Holder shall be entitled to acquire such Purchase Rights only to the extent that this Warrant has been exercised in full or in part prior to the applicable record date. For the avoidance of doubt, no rights shall accrue with respect to any portion of this Warrant that remains unexercised as of the applicable record date. The Company shall have no obligation to hold any Purchase Rights in abeyance or to reserve any securities or property in connection therewith.

c) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of Common Shares, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution only to the extent that this Warrant has been exercised in full or in part prior to the applicable record date. No right to receive any portion of such Distribution shall accrue with respect to any unexercised portion of the Warrant. The Company shall have no obligation to hold any portion of such Distribution in abeyance or reserve it for the benefit of the Holder.

d) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of Common Shares deemed to be issued and outstanding as of a given date shall be the sum of the number of Common Shares (excluding treasury shares, if any) issued and outstanding.

e) Notice to Holder.

i . Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

i i . Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Shares, (B) the Company shall declare a special non recurring cash dividend on or a redemption of the Common Shares, (C) the Company shall authorize the granting to all holders of the Common Shares rights or warrants to subscribe for or purchase any shares of any class or of any rights, (D) the approval of any shareholders of the Company shall be required in connection with any reclassification of the Common Shares, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Shares are converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by email to the Holder at its last email address as it shall appear upon the Warrant Register of the Company, at least five Business Days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Shares of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Shares of record shall be entitled to exchange their Common Shares for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice and provided, further that no notice shall be required if the information is disseminated in a press release or document filed with the Securities and Exchange Commission and on SEDAR+. To the extent that any notice provided in this Warrant constitutes, or contains, material, non- public information regarding the Company or any of the subsidiaries, the Company shall simultaneously file such notice on SEDAR+ and with the Commission pursuant to a Report of Foreign Private Issuer on Form 6-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

f) Voluntary Adjustment By Company. Subject to the rules and regulations of the Trading Market, the Company may at any time during the term of this Warrant reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the board of directors of the Company.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and to the provisions of Section 5.1.9 of the Subscription Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants, upon the same terms as this Warrant, in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. This Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by or on behalf of the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state and Canadian securities laws or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the Canadian and U.S. transfer restrictions set forth herein and in the Subscription Agreement.

e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state or Canadian securities laws or blue sky laws, except pursuant to sales registered or exempted under the Securities Act or Canadian securities laws.

Section 5. Miscellaneous.

a) No Rights as Shareholder Until Exercise; No Settlement in Cash. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a shareholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3. In no event will the Company be required to net cash settle an exercise of this Warrant.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any share certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or share certificate, if mutilated, the Company will make and deliver a new Warrant or share certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or share certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Trading Day, then, such action may be taken or such right may be exercised on the next succeeding Trading Day.

d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Shares a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Shares may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its notice of articles or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be reasonably necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (ii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be reasonably necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Subscription Agreement.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, will have restrictions upon resale imposed by applicable Canadian, U.S. state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that the right to exercise this Warrant terminates on the Termination Date. Without limiting any other provision of this Warrant or the Subscription Agreement, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Subscription Agreement.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Shares or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provision hereof waived with the written consent of the Company, on the one hand, and the Holder of this Warrant, on the other hand.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

o) Currency and Exchange Rate. Unless otherwise specified, all dollar amounts in this Warrant, including the symbol "C\$" or "\$", are expressed in Canadian dollars. If the Holder provides the amount of the aggregate Exercise Price in any other currency, including US\$ or NIS, as applicable, then the number of Warrant Shares issuable to the Holder will be determined by multiplying the aggregate Exercise Price by the Exchange Rate and dividing the product by the Exercise Price. "Exchange Rate" means the US\$:NIS, C\$:NIS or C\$:US\$, as applicable, with the daily exchange rate as reported by the Bank of Israel on the Business Day prior to the applicable date of exercise.

p) Electronic Signature. The Company may execute this certificate by electronic signature. To the extent that this certificate or any agreement subject to the terms hereof or any amendment hereto is executed, recorded or delivered electronically, it shall be binding to the same extent as though it had been executed on paper with an original ink signature. The fact that this certificate is executed, signed, stored or delivered electronically shall not prevent the enforcement of the terms hereof. Physical possession of the original of this certificate or any paper copy thereof shall confer no special status to the bearer thereof

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

IM CANNABIS CORP.

By: _____
Name: Oren Shuster
Title: Chief Executive Officer

NOTICE OF EXERCISE

TO: **IM CANNABIS CORP. (THE "COMPANY")**

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

The Warrant Shares shall be delivered to the following DWAC Account Number:

(3) Accredited Investor. The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing

Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized

Signatory: _____

Title of Authorized

Signatory: _____

Date: _____

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to exercise the Warrant to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name:

(Please Print)

Address:

(Please Print)

Phone Number:

Email Address:

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

**Form of Declaration for Removal of Legend –
Rule 904 Under the U.S. Securities Act of 1933**

TO: IM CANNABIS CORP. (THE “COMPANY”)

AND TO: COMPUTERSHARE INVESTOR SERVICES INC., AS REGISTRAR AND TRANSFER AGENT FOR THE COMPANY’S COMMON SHARES (THE “TRANSFER AGENT”)

The undersigned (A) acknowledges that the sale of _____ ☐ common shares OR ☐ common share purchase warrants of the Company to which this declaration relates, represented by certificate number _____ or held in Direct Registration System (DRS) Account No. _____, is being made in reliance on Rule 904 of Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and (B) certifies that (1) the undersigned (a) is not an “affiliate” of the Company, as that term is defined in Rule 405 under the U.S. Securities Act, or is an affiliate solely by virtue of being an officer or director of the Company, (b) is not a “distributor” as defined in Regulation S, and (c) is not an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange, the Cboe Canada exchange or any other “designated offshore securities market”, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of “washing off” the resale restrictions imposed because the securities are “restricted securities” (as that term is defined in Rule 144(a)(3) under the U.S. Securities Act); (5) the seller does not intend to replace such securities with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated _____, 20____.

X _____
Signature of individual (if Seller **is** an individual)

X _____
Authorized signatory (if Seller is **not** an individual)

Name of Seller (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (B)(2)(b) above)

We have read the representation letter of _____ (the "**Seller**") dated _____, 20____, pursuant to which the Seller has requested that we sell, for the Seller's account, _____ common shares of the Company represented by certificate number _____ or held in Direct Registration System (DRS) Account No. _____ (the "**Common Shares**"). We have executed sales of the Common Shares pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell the Common Shares was made to a person in the United States;
- (2) the sale of the Common Shares was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange, the Cboe Canada Exchange or another "designated offshore securities market" (as defined in Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Common Shares as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Common Shares (including, but not be limited to, the solicitation of offers to purchase the Common Shares from persons in the United States); and "**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Company shall be entitled to rely upon the representations, warranties and covenants contained in this letter to the same extent as if this letter had been addressed to them.

Dated _____, 20 ____.

Name of Firm

By: _____

Title: _____

ADVISORY AGREEMENT

This Consulting Agreement (the “**Agreement**”) is entered into and made effective as of the 31 day of July, 2025,

BY AND BETWEEN:

Pure Equity Ltd., a private company duly incorporated under the laws of the State of Israel, having its registered office at 20 Raul Wallenberg Street, Ramat Hachayal, Tel Aviv, Israel, Company No. 516006418
(hereinafter referred to as the “**Advisor**”)
— of the first part —

AND:

IM Cannabis Corp., a corporation incorporated under the laws of Province of British Columbia, Canada, Company No. 205955 having its registered office at 3606 – 833 Seymour Street, Vancouver, British Columbia V6B 0G4
(hereinafter referred to as the “**Company**”)
— of the second part —

WHEREAS, the Company is a publicly traded entity, whose shares are listed for trading on the Nasdaq Stock Exchange;

AND WHEREAS, the Company is actively seeking to raise capital from third-party investors;

AND WHEREAS, the Advisor has the capability, expertise, and network to introduce potential investors to the Company;

AND WHEREAS, the Company is pursuing a specific capital raise (the “Offering”), and the Advisor has agreed to provide advisory and investor introduction services solely in connection with the Offering;

AND WHEREAS, the parties wish to define and formalize the terms and conditions of their relationship in connection with the Offering;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereby agree as follows:

1. Engagement and Services

- 1.1 The Company hereby engages the Advisor, and the Advisor hereby agrees, to exert its commercially reasonable best efforts to assist the Company in securing capital investments from third-party sources solely in connection with the Offering.
-

2. Term and Termination

- 2.1 This Agreement shall commence upon the effective date and shall continue until the earlier of: (i) the Closing of the Offering; or (ii) 30 calendar days, unless otherwise terminated pursuant to Section 2.2 below.
- 2.2 Notwithstanding the above, this Agreement may be terminated at any time after 30 days from the effective day by the Advisor or by the Company by giving the other party five (5) days' advance notice in writing (the "**Notice Period**"), provided that the Company may terminate this Agreement forthwith for Cause (as defined herein) without advance notice. A termination for "Cause" is a termination due to: (i) the Advisor's conviction or indictment of any felony; (ii) a material breach of any provision of this Agreement which is not cured (if deemed curable by the Company) within five (5) days of receipt of a written notice about such breach from the Company; (iii) the Advisor's continuously disregarding of instructions of the Company with respect to the Advisor's performance of the Services; (iv) a material breach of trust by the Advisor or embezzlement of funds of the Company or any Affiliate (as defined in Section 6.6 below) thereof; or (v) causing grave injury to the business, assets, operations or reputation of the Company or any Affiliate thereof. Nothing herein shall derogate from the Company's rights with respect to such termination for Cause, including the right to set off damages against the Advisor's Consideration (as defined in Section 3 below).
- 2.3 In the event of termination other than for Cause, the Advisor shall be entitled to the Consideration up to the effective date of termination, and shall not be entitled to any further payments, reimbursements, or damages.

3. Consideration

- 3.1 As full and final consideration for the Advisor's services in connection with the Offering, the Advisor shall be entitled to the following:
- (a) A one-time cash payment of \$260,000 plus value-added tax (VAT), if applicable, payable within five (5) business days of the closing of the Offering; and
 - (b) Warrants to purchase up to 140,000 common shares of the Company, to be issued within five (5) business days following the closing of the Offering. The Company shall reimburse the Advisor, in cash, for the value-added tax (VAT) applicable to the allocation of the warrants, in accordance with applicable law.
- 3.2 The warrants shall have the following principal terms:
- (i) Exercise Price: USD \$2.50 per warrant;
 - (ii) Exercise Period: Five (5) years from the date of issuance;
 - (iii) Additional Terms: All other terms and conditions of the warrants shall be as determined by the Company in the context of the Offering.
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- 3.4 Other than the Consideration set forth in this Section 3, the Advisor shall not be entitled to any further compensation, commission, fees, or reimbursements in connection with the services provided hereunder or in relation to the Offering.

4. Registration and Sale of Shares

The Company hereby undertakes to take all commercially reasonable steps, including the filing of all required reports and registration statements, to ensure the removal of any and all restrictions that may apply to the sale of the shares issued upon exercise of the warrants, thereby enabling the Advisor to sell such shares on the applicable public stock exchange. The Advisor agrees to furnish to the Company a completed selling shareholder questionnaire in a form that will be provided by the Company on a date that is not less than five (5) trading days prior to the filing date of a registration statement.

5. Representations and Warranties

The Advisor represents and warrants that:

- 5.1 The Advisor does not have currently and shall not have during the term of the provisions of the services, any outstanding agreement or obligation that is or will be in conflict with any of the provisions of this Agreement, or that would preclude the Advisor from complying with the provisions hereof or otherwise restrict the Advisor in any way in performing the services.
- 5.2 The execution and delivery of this Agreement, the performance of the services and the fulfillment of the terms hereof will not: (a) constitute, in whole or in part, a default, violation or breach under or conflict in any way with any agreement, obligation, undertaking or commitment to which the Advisor is a party or by which it is bound, including without limitation, any confidentiality, invention assignment or non-competition agreement and (b) do not require the consent, permission or authorization of or notification to any person or entity.
- 5.3 The Advisor shall comply with all Company disciplinary regulations, work rules, policies, procedures and objectives, which are relevant to the performance of the services or otherwise to Advisors of the Company.
- 5.5 The Advisor shall not solicit or accept in connection with the performance of the Services or in connection with the Company, any gift, benefit, favor, loan, or any other thing of monetary value, from a person who is or is possibly connected, directly or indirectly, to either the business of the Company, a competitor of the Company or a potential competitor of the Company.
- 5.6 The Advisor shall not make any representations or warranties to anyone with respect to any contract or otherwise without the Company's prior written authorization.
-

- 5.7 the performance of the Services and receipt of the fees will not violate any applicable Israeli, U.S or Canadian securities law or regulation.
- 5.8 it shall make introductions only to investors who it reasonably believes are qualified to participate in the Transaction and are investors that the Advisor has a reasonable basis to believe, and does reasonably believe, are “accredited investors” as defined within applicable securities laws and with whom the Advisor has pre-existing business relationships.
- 5.9 it is an “accredited investor” and will be acquiring any warrants and common shares underlying the warrants as principal for its own account, for investment purposes only, and not for the benefit of any other person.
- 5.10 The Advisor represents and warrants that it is duly registered, licensed, and authorized under all applicable laws and regulations of the State of Israel to provide the Services contemplated herein, including facilitating capital raising activities and receiving compensation therefor, holds all necessary permits, licenses, registrations, and approvals required by the Israel Securities Authority and other relevant regulatory bodies, is in good standing with all applicable regulatory authorities, and that the performance of the Services and receipt of the Consideration will not violate any applicable Israeli law or regulation.

All representations and warranties contained herein are accurate as of the date hereof and will be accurate as of the date of the closing of the Transaction.

6. Miscellaneous

- 6.1 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any other prior arrangement, agreements, understandings, and negotiations, whether oral or written.
- 6.2 **Amendment:** No amendment of or waiver of, or modification of any obligation under this Agreement shall be valid and enforceable unless made in writing and signed by both parties. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
- 6.3 **Public Disclosure and Regulatory Compliance.** The parties acknowledge that the Company is a public company subject to securities laws and stock exchange requirements that mandate disclosure of material agreements and relationships. The Company shall have the absolute right to disclose this Agreement and all terms hereof, including the identity of Aegis, the Services, and all financial terms, in any required regulatory filings, public reports, proxy statements, or other mandatory disclosures.
-

- 6.4 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Israel. The competent courts/tribunals of Tel Aviv shall have exclusive jurisdiction over any dispute arising from or in connection with this Agreement.
- 6.5 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 6.6 **Notices.** Any notice or other communication in connection with this Agreement must be in writing to the address set forth in the preamble to this Agreement (or to such other address as shall be specified by like notice) and will be deemed given: (i) if sent by a delivery service, on the date confirmed as the actual date of delivery by such service; (ii) if sent by registered air mail, return receipt requested, within seven (7) days of mailing; or (iii) if sent by facsimile or email with electronic confirmation of transmission, on the next business day after transmission, if not transmitted on a business day, or on the day of transmission, if transmitted on a business day.
- 6.7 In this Agreement the term "Affiliate" shall mean, any person or entity that directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes hereof, the term "control" means the power to direct the management or affairs of a person or entity through the ownership of voting securities, by contract, or otherwise.
- 6.8 Garfinkle Biderman LLP and Sullivan & Worcester LLP (the "**Firms**") have advised the Advisor that it cannot provide, and that the Firms have not in fact provided, any legal advice with respect to this Agreement to the Advisor and the Firms therefore encourages the Advisor to obtain independent legal advice from counsel of their choice. The Advisor acknowledges that he has been afforded the opportunity to obtain independent legal advice with respect to this Agreement and confirm that he is acting of their own free will and not under duress or undue influence.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first
above written, by their duly authorized representatives:

For: **Pure Equity Ltd.**

Name:

Title:

For: **IM Cannabis Corp.**

Name: Oren Shuster

Title: CEO

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY AND ANY SECURITY ISSUED ON EXERCISE HEREOF MUST NOT TRADE THE SECURITY AND ANY SECURITY ISSUED ON EXERCISE HEREOF BEFORE , 2025.

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES DELIVERABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR U.S. STATE SECURITIES LAWS. BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES AND THE SECURITIES DELIVERABLE UPON EXERCISE HEREOF, THE HOLDER AGREES FOR THE BENEFIT OF IM CANNABIS CORP. (THE "COMPANY") THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE COMPANY; OR (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; OR (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS; OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT. THIS WARRANT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF A U.S. PERSON OR PERSON IN THE UNITED STATES UNLESS THIS WARRANT AND SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND THE APPLICABLE SECURITIES LEGISLATION OF ANY SUCH STATE OR EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS ARE AVAILABLE. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT.

THE WARRANTS EVIDENCED HEREBY ARE EXERCISABLE AT OR BEFORE 4:00 P.M. (TORONTO TIME) ON , 2030, AFTER WHICH TIME THE WARRANTS EVIDENCED HEREBY SHALL BE DEEMED TO BE VOID AND OF NO FURTHER FORCE OR EFFECT.

COMMON SHARE PURCHASE WARRANT

IM CANNABIS CORP.

Number of Warrant Shares represented by this certificate: [*]

Issue Date: , 2025

Certificate number: W-2025-07-[*]

THIS COMMON SHARE PURCHASE WARRANT (the "Warrant") certifies that, for value received, [*], a [*] company, or its assigns or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date set forth herein (the "Initial Exercise Date") and on or prior to 5:00 p.m. (Toronto time) on , 2030 (the "Termination Date") but not thereafter, to subscribe for and purchase from IM Cannabis Corp., a company existing under the laws of the Province of British Columbia (the "Company"), up to [*] common shares in the capital of the Company ("Common Shares") (as subject to adjustment hereunder, the "Warrant Shares"). The purchase price of one Warrant Share under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain subscription agreement (the “Subscription Agreement”), dated , 2025, among the Company and Holder.

“Trading Day” means a day on which the principal Trading Market is open for trading.

“Trading Market” means any of the following markets or exchanges on which the Common Shares are listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange or the Canadian Stock Exchange (or any successors to any of the foregoing).

Section 2. Exercise.

a) **Exercise of Warrant.** Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed PDF copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise in the form annexed hereto as Exhibit A (the “Notice of Exercise”). Within the earlier of (i) one (1) Trading Day and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(d)(i) herein) following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashier’s check drawn on a United States bank. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation as soon as reasonably practicable, but in no event later than three (3) Trading Days, following the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Trading Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

This Warrant and the Warrant Shares have not been registered under the United States *Securities Act of 1933*, as amended (the “Securities Act”) or under state securities laws of any state in the United States. Warrants originally issued in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States are, and, absent registration under the Securities Act, any Common Shares issued upon exercise of such Warrants will be, “restricted securities” within the meaning of Rule 144(a)(3) of the Securities Act. Accordingly, absent registration under the Securities Act, this Warrant may not be exercised in the United States, by, or on behalf of a U.S. Person or a person in the United States unless an exemption is available from the registration requirements of the Securities Act and applicable state securities laws. “United States” and “U.S. Person” have the meanings given to them in Regulation S under the Securities Act.

b) **Exercise Price.** The exercise price per Warrant Share under this Warrant shall be US\$2.50, subject to adjustment hereunder (the “Exercise Price”).

c) [Reserved].

d) **Mechanics of Exercise.**

i. **Delivery of Warrant Shares Upon Exercise.** The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the transfer agent to the Holder by crediting the account of the Holder’s or its designee’s balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system (“DWAC”) if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144, and otherwise by physical delivery of a certificate or a direct registration system (“DRS”) statement, registered in the Company’s share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earliest of (i) two (2) Trading Days after the delivery to the Company of the Notice of Exercise, (ii) one (1) Trading Day after delivery of the aggregate Exercise Price to the Company and (iii) the number of Trading Days comprising the Standard Settlement Period after the delivery to the Company of the Notice of Exercise (such date, the “Warrant Share Delivery Date”). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, provided that payment of the aggregate Exercise Price is received by the Warrant Share Delivery Date. The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, “Standard Settlement Period” means the standard settlement period, expressed in a number of Trading Days, on the Company’s primary Trading Market with respect to the Common Shares as in effect on the date of delivery of the Notice of Exercise.

ii. If the Holder is located outside the United States and is not acting for the account or benefit of a U.S. person (a “Non-U.S. Holder”), and provided that (i) the Company qualifies as a “foreign issuer” (as defined in Rule 902 of Regulation S under the U.S. Securities Act), and (ii) the Holder has delivered a Foreign Purchaser’s Certificate, the Company shall direct its Canadian transfer agent, Computershare Investor Services Inc., to deliver the Warrant Shares by way of a DRS statement or share certificate to the address specified by the Holder in the Notice of Exercise, no later than the Warrant Share Delivery Date. Upon any exercise of this Warrant by a Holder other than a Non-U.S. Holder, or if at the time of exercise the Company does not qualify as a “foreign issuer” (as defined in Rule 902 of Regulation S under the Securities Act), the Warrant Shares shall be issued bearing the following legend (the “U.S. Legend”):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR U.S. STATE SECURITIES LAWS. BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES, THE HOLDER AGREES FOR THE BENEFIT OF IM CANNABIS CORP. (THE “COMPANY”) THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE COMPANY; OR (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; OR (C) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT OR (D) PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; OR (E) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS; OR (F) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (D) OR (E) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

provided, however, that such legend shall not be required if (i) a registration statement covering the resale of the Warrant Shares is effective, or (ii) the Warrant Shares are being sold pursuant to Rule 144, subject to customary certifications (and if required, a legal opinion by counsel to the Company at the Company's expense). If the Company qualifies as a "foreign issuer" at the time of issuance and the Warrant Shares are being sold pursuant to Rule 904, the legend may be removed upon delivery to the Company and the transfer agent of a Declaration and, if applicable, a Broker Affirmation in the form attached hereto as Exhibit C (or another reasonably acceptable form).

iii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

i v . Rescission Rights. If the Company fails to cause the transfer agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise; provided, however, that the Holder shall be required to return any Warrant Shares or Common Shares subject to any such rescinded exercise notice concurrently with the return to the Holder of the aggregate Exercise Price paid to the Company for such Warrant Shares and the restoration of the Holder's right to acquire such Warrant Shares pursuant to this Warrant (including, issuance of a replacement warrant certificate evidencing such restored right).

v . Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the transfer agent to transmit to the Holder the Warrant Shares in accordance with the provisions of Section 2(d)(i) and (ii) above pursuant to an exercise on or before the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, Common Shares to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the Common Shares so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of Common Shares that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Shares having a total purchase price of C\$11,000 to cover a Buy-In with respect to an attempted exercise of Common Shares with an aggregate sale price giving rise to such purchase obligation of C\$10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder C\$1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver Common Shares upon exercise of the Warrant as required pursuant to the terms hereof.

vi. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

vii. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all transfer agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

viii. Closing of Books. The Company will not close its shareholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of Common Shares beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of Common Shares issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of Common Shares which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Share equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for exercises of the Warrant that are not in compliance with the Beneficial Ownership Limitation (other than to the extent that information on the number of outstanding Common Shares is provided by the Company and relied upon by the Holder). In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder and the Company shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for exercises of the Warrant that are not in compliance with the Beneficial Ownership Limitation (other than to the extent that information on the number of outstanding Common Shares is provided by the Company and relied upon by the Holder). For purposes of this Section 2(e), in determining the number of outstanding Common Shares, a Holder may rely on the number of outstanding Common Shares as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or transfer Agent setting forth the number of Common Shares outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of Common Shares then outstanding. In any case, the number of outstanding Common Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding Common Shares was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of Common Shares outstanding immediately after giving effect to the issuance of Common Shares issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of the Common Shares outstanding immediately after giving effect to the issuance of Common Shares upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant. To the extent that this Warrant is not exercisable as a result of the Holder's Beneficial Ownership Limitation, no alternate consideration is owed to the Holder.

Without limiting the Holder's right to exercise any portion of this Warrant other than the Beneficial Ownership Limitation set forth under this section (e), the Holder acknowledges that beneficial ownership of 5.00% or more of the issued and outstanding Common Shares may require certain approvals from the Israeli Medical Cannabis Agency ("IMCA") and undertakes to fully cooperate with the Company and deliver all information and documentation required by the Company to obtain such approvals. Furthermore, the Holder acknowledges that any failure of the Company or its shareholders to comply with the aforementioned requirement for the IMCA approval may impact the Company's subsidiaries' ability to continue operating in compliance with any licenses to engage in Cannabis activities in Israel or to renew such licenses. Any inability of the subsidiaries to maintain their respective licenses in good standing may result in a material adverse effect on the Company's business, financial condition, results of operations and prospects.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a share dividend or otherwise makes a distribution or distributions of its Common Share or any other equity or equity equivalent securities payable in Common Shares (which, for avoidance of doubt, shall not include any Common Shares issued by the Company upon exercise of this Warrant or any other Warrants), (ii) subdivides outstanding Common Shares into a larger number of shares, (iii) combines (including by way of reverse share split) outstanding Common Shares into a smaller number of shares, (iv) issues any bonus shares or (v) issues by reclassification of Common Shares, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of Common Shares (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of Common Shares outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution (provided, that such adjustment shall be reversed if such dividend or distribution is terminated prior to the making thereof) and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Common Share equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Common Shares (the "Purchase Rights"), then the Holder shall be entitled to acquire such Purchase Rights only to the extent that this Warrant has been exercised in full or in part prior to the applicable record date. For the avoidance of doubt, no rights shall accrue with respect to any portion of this Warrant that remains unexercised as of the applicable record date. The Company shall have no obligation to hold any Purchase Rights in abeyance or to reserve any securities or property in connection therewith.

c) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of Common Shares, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a “Distribution”), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution only to the extent that this Warrant has been exercised in full or in part prior to the applicable record date. No right to receive any portion of such Distribution shall accrue with respect to any unexercised portion of the Warrant. The Company shall have no obligation to hold any portion of such Distribution in abeyance or reserve it for the benefit of the Holder.

d) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of Common Shares deemed to be issued and outstanding as of a given date shall be the sum of the number of Common Shares (excluding treasury shares, if any) issued and outstanding.

e) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Shares, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Shares, (C) the Company shall authorize the granting to all holders of the Common Shares rights or warrants to subscribe for or purchase any shares of any class or of any rights, (D) the approval of any shareholders of the Company shall be required in connection with any reclassification of the Common Shares, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Shares are converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by email to the Holder at its last email address as it shall appear upon the Warrant Register of the Company, at least five Business Days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Shares of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Shares of record shall be entitled to exchange their Common Shares for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice and provided, further that no notice shall be required if the information is disseminated in a press release or document filed with the Securities and Exchange Commission and on SEDAR+. To the extent that any notice provided in this Warrant constitutes, or contains, material, non- public information regarding the Company or any of the subsidiaries, the Company shall simultaneously file such notice on SEDAR+ and with the Commission pursuant to a Report of Foreign Private Issuer on Form 6-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

f) Voluntary Adjustment By Company. Subject to the rules and regulations of the Trading Market, the Company may at any time during the term of this Warrant reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the board of directors of the Company.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and to the provisions of Section 5.1.9 of the Subscription Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants, upon the same terms as this Warrant, in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. This Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by or on behalf of the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state and Canadian securities laws or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the Canadian and U.S. transfer restrictions set forth herein and in the Subscription Agreement.

e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state or Canadian securities laws or blue sky laws, except pursuant to sales registered or exempted under the Securities Act or Canadian securities laws.

Section 5. Miscellaneous.

a) No Rights as Shareholder Until Exercise; No Settlement in Cash. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a shareholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3. In no event will the Company be required to net cash settle an exercise of this Warrant.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any share certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or share certificate, if mutilated, the Company will make and deliver a new Warrant or share certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or share certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Trading Day, then, such action may be taken or such right may be exercised on the next succeeding Trading Day.

d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Shares a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Shares may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its notice of articles or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be reasonably necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (ii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be reasonably necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Subscription Agreement.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, will have restrictions upon resale imposed by applicable Canadian, U.S. state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that the right to exercise this Warrant terminates on the Termination Date. Without limiting any other provision of this Warrant or the Subscription Agreement, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Subscription Agreement.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Shares or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company, on the one hand, and the Holder of this Warrant, on the other hand.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

o) Currency and Exchange Rate. Unless otherwise specified, all dollar amounts in this Warrant, including the symbol "C\$" or "\$", are expressed in Canadian dollars. If the Holder provides the amount of the aggregate Exercise Price in any other currency, including US\$ or NIS, as applicable, then the number of Warrant Shares issuable to the Holder will be determined by multiplying the aggregate Exercise Price by the Exchange Rate and dividing the product by the Exercise Price. "Exchange Rate" means the US\$:NIS, C\$:NIS or C\$\$:US\$, as applicable, with the daily exchange rate as reported by the Bank of Israel on the Business Day prior to the applicable date of exercise.

p) Electronic Signature. The Company may execute this certificate by electronic signature. To the extent that this certificate or any agreement subject to the terms hereof or any amendment hereto is executed, recorded or delivered electronically, it shall be binding to the same extent as though it had been executed on paper with an original ink signature. The fact that this certificate is executed, signed, stored or delivered electronically shall not prevent the enforcement of the terms hereof. Physical possession of the original of this certificate or any paper copy thereof shall confer no special status to the bearer thereof

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

IM CANNABIS CORP.

By:

Name: Oren Shuster

Title: Chief Executive Officer

NOTICE OF EXERCISE

TO: IM CANNABIS CORP. (THE “COMPANY”)

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

The Warrant Shares shall be delivered to the following DWAC Account Number:

(3) Accredited Investor. The undersigned is an “accredited investor” as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing

Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized

Signatory: _____

Title of Authorized

Signatory: _____

Date: _____

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to exercise the Warrant to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

**Form of Declaration for Removal of Legend –
Rule 904 Under the U.S. Securities Act of 1933**

TO: IM CANNABIS CORP. (THE “COMPANY”)
**AND TO: COMPUTERSHARE INVESTOR SERVICES INC., AS REGISTRAR AND TRANSFER AGENT FOR THE COMPANY’S COMMON
 SHARES (THE “TRANSFER AGENT”)**

The undersigned (A) acknowledges that the sale of _____ ☐ common shares OR ☐ common share purchase warrants of the Company to which this declaration relates, represented by certificate number _____ or held in Direct Registration System (DRS) Account No. _____, is being made in reliance on Rule 904 of Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and (B) certifies that (1) the undersigned (a) is not an “affiliate” of the Company, as that term is defined in Rule 405 under the U.S. Securities Act, or is an affiliate solely by virtue of being an officer or director of the Company, (b) is not a “distributor” as defined in Regulation S, and (c) is not an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange, the Cboe Canada exchange or any other “designated offshore securities market”, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of “washing off” the resale restrictions imposed because the securities are “restricted securities” (as that term is defined in Rule 144(a)(3) under the U.S. Securities Act); (5) the seller does not intend to replace such securities with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated _____, 20____.

X _____
 Signature of individual (if Seller **is** an individual)

X _____
 Authorized signatory (if Seller **is not** an individual)

 Name of Seller (**please print**)

 Name of authorized signatory (**please print**)

 Official capacity of authorized signatory (**please print**)

Affirmation by Seller's Broker-Dealer (Required for sales pursuant to Section (B)(2)(b) above)

We have read the representation letter of _____ (the "**Seller**") dated _____, 20____, pursuant to which the Seller has requested that we sell, for the Seller's account, _____ common shares of the Company represented by certificate number _____ or held in Direct Registration System (DRS) Account No. _____ (the "**Common Shares**"). We have executed sales of the Common Shares pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell the Common Shares was made to a person in the United States;
- (2) the sale of the Common Shares was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange, the Cboe Canada Exchange or another "designated offshore securities market" (as defined in Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Common Shares as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Common Shares (including, but not be limited to, the solicitation of offers to purchase the Common Shares from persons in the United States); and "**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Company shall be entitled to rely upon the representations, warranties and covenants contained in this letter to the same extent as if this letter had been addressed to them.

Dated _____, 20____.

Name of Firm

By: _____

Title: _____

IM Cannabis Closes Private Placement for Gross Proceeds of Approximately US\$4.1 Million

Toronto, Ontario and Glil Yam, Israel – July 31, 2025 – IM Cannabis Corp. (“**IM Cannabis**” or the “**Company**”) (NASDAQ: IMCC), a leading medical cannabis company with operations in Israel and Germany, is pleased to announce that, effective July 30, 2025 (the “**Closing Date**”) it has closed a private placement offering (the “**Offering**”), through the issuance of 2,050,000 units (each a “**Unit**”) at a price per Unit of C\$2.7427 for gross proceeds of C\$5,622,522, approximately US\$4,100,000, based on an exchange rate of US\$1.0000:C\$1.3713 as of July 21, 2025, as published on the website of the Bank of Israel (the “**Exchange Rate**”).

Each Unit consisted of one common share in the capital of the Company (each, a “**Common Share**”), or one pre-funded Common Share purchase warrant (each, a “**Pre-Funded Warrant**”) in lieu thereof, and one Common Share purchase warrant (each, a “**Warrant**”).

Each Warrant entitles its holder to acquire one Common Share (each, a “**Warrant Share**”) at an exercise price of C\$3.43 per Warrant Share for a period of sixty (60) months from its issuance.

Each Pre-Funded Warrant entitles its holder to purchase one Common Share (each, a “**Pre-Funded Share**”) at a price of C\$0.00001 per Pre-Funded Share at any time until exercised in full.

In connection with the Offering, Pure Equity Ltd., acted as a consultant to the Offering.

All securities issued under the Offering are subject to a hold period of four months and one day from the Closing Date under applicable Canadian securities laws, in addition to such other restrictions as may apply under applicable securities laws of jurisdictions outside Canada. The Offering is being made in reliance on an exemption from registration under the United States *Securities Act of 1933*, as amended (the “**U.S. Securities Act**”). Accordingly, the securities issued in the Offering may not be offered or sold in the United States except pursuant to an effective registration statement or an applicable exemption from the registration requirements of the Securities Act and applicable state securities laws.

Pursuant to the subscription agreements between the Company and each investor signatory therein, the Company has agreed to file a resale registration statement on Form F-3 (or other available form) (the “**Registration Statement**”) providing for the resale by the purchasers of the Common Shares, the Warrant Shares and the Pre-Funded Shares within thirty (30) calendar days of the Closing Date. The Company shall use commercially reasonable efforts to cause such Registration Statement to become effective as soon as practicable, but in no event later than the date, which shall be either: (i) in the event that the U.S. Securities and Exchange Commission does not review the Registration Statement, sixty (60) calendar days after the Closing Date, or (ii) in the event that the U.S. Securities and Exchange Commission reviews the Registration Statement, ninety (90) days after the Closing Date.

The Company intends to use the proceeds from the Offering for general working capital, repayment of existing indebtedness and general corporate purposes.

This press release does not constitute an offer to sell or the solicitation of an offer to buy securities, nor will there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under securities laws of any such jurisdiction.

About IM Cannabis Corp.

IM Cannabis (Nasdaq: IMCC) is an international cannabis company that provides premium cannabis products to medical patients in Israel and Germany, two of the largest medical cannabis markets. The Company leverages a transnational ecosystem powered by a unique data-driven approach and a globally sourced product supply chain. With an unwavering commitment to responsible growth and compliance with the strictest regulatory environments, the Company strives to amplify its commercial and brand power to become a global high-quality cannabis player.

The IM Cannabis ecosystem operates in Israel through its subsidiaries, which imports and distributes cannabis to medical patients, leveraging years of proprietary data and patient insights. The Company also operates medical cannabis retail pharmacies, online platforms, distribution center, and logistical hubs in Israel that enable the safe delivery and quality control of IM Cannabis products throughout the entire value chain. In Germany, the IM Cannabis ecosystem operates through Adjupharm GmbH, where it distributes cannabis to pharmacies for medical cannabis patients.

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Cautionary Note Regarding Forward-Looking Information

This press release contains forward-looking information or forward-looking statements under applicable Canadian and United States securities laws (collectively, “**forward-looking statements**”). All information that addresses activities or developments that we expect to occur in the future are forward-looking statements. Forward-looking statements are often, but not always, identified by the use of words such as “seek”, “anticipate”, “believe”, “plan”, “estimate”, “expect”, “likely” and “intend” and statements that an event or result “may”, “will”, “should”, “could” or “might” occur or be achieved and other similar expressions. Forward-looking statements are based on the estimates and opinions of management on the date the statements are made. In the press release, such forward-looking statements include, but are not limited to, statements relating to the intended use of proceeds, the future exercise of the Warrants and the Pre-Funded Warrants, the filing of the Registration Statement and the efforts of the Company to cause it to become effective.

The above lists of forward-looking statements and assumptions are not exhaustive. Since forward-looking statements address future events and conditions, by their very nature they involve inherent risks and uncertainties. Actual results may differ materially from those currently anticipated or implied by such forward-looking statements due to a number of factors and risks. These include: the failure of the Company to comply with applicable regulatory requirements in a highly regulated industry; unexpected changes in governmental policies and regulations in the jurisdictions in which the Company operates; the Company’s ability to continue to meet the listing requirements of the Nasdaq Capital Market; any unexpected failure to maintain in good standing or renew its licenses; the ability of the Company and its subsidiaries (collectively, the “**Group**”) to deliver on their sales commitments or growth objectives; the reliance of the Group on third-party supply agreements to provide sufficient quantities of medical cannabis to fulfil the Group’s obligations; the Group’s possible exposure to liability, the perceived level of risk related thereto, and the anticipated results of any litigation or other similar disputes or legal proceedings involving the Group; the impact of increasing competition; any lack of merger and acquisition opportunities; adverse market conditions; the inherent uncertainty of production quantities, qualities and cost estimates and the potential for unexpected costs and expenses; risks of product liability and other safety-related liability from the usage of the Group’s cannabis products; supply chain constraints; reliance on key personnel; the risk of defaulting on existing debt; risks surrounding war, conflict and civil unrest in Eastern Europe and the Middle East, including the impact of the multi-front war Israel is facing on the Company, its operations and the medical cannabis industry in Israel; risks associated with the Company focusing on the Israel and Germany markets; the inability of the Company to achieve sustainable profitability and/or increase shareholder value; the inability of the Company to actively manage costs and/or improve margins; the inability of the Company to grow and/or maintain sales; the inability of the Company to meet its goals and/or strategic plans; the inability of the Company to reduce costs and/or maintain revenues; the Company’s inability to take advantage of the legalization of medicinal cannabis in Germany; the Company’s inability to access the capital markets and/or raise future financing; the Company not using the proceeds as stated herein; the Warrants and/or Pre-Funded Warrants not being exercised in the future; the Company’s inability to file the Registration Statement and/or failed efforts of the Company to cause it to become effective. Please see the other risks, uncertainties and factors set out under the heading “Risk Factors” in the Company’s annual report dated March 31, 2025, which is available on the Company’s issuer profile on SEDAR+ at www.sedarplus.ca and Edgar at www.sec.gov/edgar. Any forward-looking statement included in this press release is made as of the date of this press release and is based on the beliefs, estimates, expectations and opinions of management on the date such forward looking information is made. The Company does not undertake any obligation to update forward-looking statements except as required by applicable securities laws. Investors should not place undue reliance on forward-looking statements. Forward-looking statements contained in this press release are expressly qualified by this cautionary statement.
