AMENDED AND RESTATED SHARE EXCHANGE AGREEMENT

THIS AMENDED AND RESTATED SHARE EXCHANGE AGREEMENT is made as of the 18th day of December, 2023.

AMONG:

> **METAVISTA3D INC. (formerly 1344340 B.C. LTD.)**, a corporation existing under the laws of the Province of British Columbia
>
> (hereinafter referred to as the "**Purchaser**")
>
> \- and -
>
> **PSHOLIX AG**, a limited liability corporation existing under the laws of Switzerland
>
> (hereinafter referred to as "**PsHolix**")
>
> -and-
>
> The shareholders of PsHolix listed in the attached Schedule "A" (which shareholders, together, if applicable, with any persons that become shareholders of PsHolix prior to or at Closing, hereinafter collectively referred to as, the "**Shareholders**", and individually as, a "**Shareholder**")

WHEREAS on the terms and subject to the conditions herein set forth, the Purchaser desires to purchase from the Shareholders all of the issued common shares of PsHolix (the "**Purchased Shares**"), representing all of the issued and outstanding equity interest of PsHolix as at the date of this Agreement, and the Shareholders desire to sell the Purchased Shares to the Purchaser.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I
INTERPRETATION

1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

(a) "**Agreement**" means this share exchange agreement as the same may be supplemented or amended from time to time;

(b) "**Alternative Transaction**" means any of the following (other than the transactions contemplated by this Agreement): (a) any merger, amalgamation, arrangement, share exchange, take-over bid, tender offer, recapitalization, consolidation or other business combination directly or indirectly involving PsHolix, or any analogous transaction whereby PsHolix becomes directly or indirectly publicly listed; (b) any acquisition of all or substantially all of the assets of PsHolix (or any lease, long-term supply agreement, exchange, mortgage, pledge or other arrangement having a similar economic effect), (c) any acquisition of beneficial ownership of 20% or more of PsHolix's common shares in a single transaction or a series of related transactions, (d) any acquisition by PsHolix of any assets or capital stock of another person (other than acquisitions of capital stock or assets of any other person that are not, individually or in the aggregate, material to PsHolix), or (e) any bona fide proposal to, or public announcement of an intention to, do any of the foregoing on or before the Termination Date;

(c) "**Balance Sheet Date**" has the meaning set forth in Section 5.03(j).

(d) "**BCBCA**" means the *Business Corporations Act* (British Columbia);

(e) "**Books and Records**" means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;

(f) "**Business Day**" means a day which is not a Saturday, Sunday or a statutory holiday in the Province of British Columbia;

(g) "**CHF**" means Swiss francs;

(h) "**Closing**" means the completion of the Transaction in accordance with the terms and conditions of this Agreement;

(i) "**Closing Date**" means the date of Closing, which shall be the fifth Business Day following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the Transaction (other than conditions that are satisfied with respect to actions the respective parties will take at the Closing itself), or such other date as the parties may mutually determine;

(j) "**Common Shares**" means common shares in the capital of the Purchaser;

(k) "**Contracts**" (individually, a "**Contract**") means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;

(l) "**Corporate Records**" means the corporate records of a corporation or limited liability company, including (i) its articles, by-laws, certificate of formation, limited liability company agreement or other constating documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, members, managers, directors and any committee thereof; (iii) the share certificate books, register of shareholders or Shareholders, register of transfers and registers of directors, managers and officers; and (iv) all accounting records;

(m) “**Disclosure Document**” means a listing statement, filing statement, information circular or other similar document, as the case may be, in any case prepared in accordance with the policies of the TSXV in connection with the Transaction contemplated herein;

(n) “**Disclosure Letter**” means a letter of even date with this Agreement from PsHolix to the Purchaser that is described as the ‘Disclosure Letter’;

(o) “**Disclosed**” means, in the case of the Shareholders and PsHolix, fairly disclosed (with sufficient details to identify the nature and scope of the matter disclosed) in the Disclosure Letter, and, in the case of the Purchaser, fairly disclosed in writing to PsHolix prior to the date of this Agreement (with sufficient details to identify the nature and scope of the matter disclosed);

(p) “**Enforceability Exceptions**” has the meaning set forth in Section 5.02(a).

(q) “**Escrow Agent**” means an escrow agent as may be agreed to by the Purchaser and PsHolix, each acting reasonably;

(r) “**Exchange Ratio**” means 4.2 Common Shares (post-consolidation) for each one (1) PsHolix Share held;

(s) “**Filing Statement**” means the filing statement of Purchaser pertaining to the Transaction and in the form prescribed by the TSXV;

(t) “**Financing**” means the non-brokered private placement of a minimum of 2,645,502 Subscription Receipts at a price of CAD $1.89 per Subscription Receipt, to close concurrently with closing of the Transaction;

(u) “**Finco**” means 1448125 B.C. Ltd.;

(v) “**Finco Acquisition**” means the amalgamation of the Purchaser and Finco under the BCBCA pursuant to which all Finco shareholders will exchange their Finco shares held for Purchaser Shares, on a one-for-one basis, and Finco will be wound up into the Purchaser and the assets of Finco (which consist of the funds received by Finco pursuant to the Finco financing, net of expenses) will be transferred to the Purchaser by operation of law;

(w) “**Governmental Authority**” means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign, or (b) regulatory authority, including any securities commission, gaming commission or stock exchange, including TSXV;

(x) “**IFRS**” means International Financial Reporting Standards;

(y) “**IP**” means any and all intellectual property or proprietary rights arising from or associated with any of the following, (i) patents, all patent rights and all applications therefor and all reissues, re-examinations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), industrial models and improvements thereto, (iii) registered and unregistered copyrights, copyright registrations and applications, author’s rights and works of authorship, (iv) URLs, web sites, web pages and associated registrations, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary and manufacturing processes, technology, formulae, and algorithms, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, (vii) industrial designs or design patents, whether or not patentable or registrable, patented or registered or the subject of applications for registration or patent or registration and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor, (viii) licenses, contacts and agreements otherwise relating to the IP, and (ix) the goodwill symbolized or represented by the foregoing;

(z) "**laws**" means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and **"law"** means any one of them;

(aa) "**Lien**" means any mortgage, encumbrance, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment, or performance of an obligation;

(bb) "**Material Adverse Effect**" means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of the Purchaser or PsHolix, as applicable, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations hereunder or consummate the Transaction;

(cc) "**Material Contract**" means each of the following Contracts to which a person is a party: (i) any Contract the termination of which would have a Material Adverse Effect on such person; (ii) any Contract relating to the borrowing of money or to capital expenditures; and (iii) any Contract not entered into in the ordinary course of business;

(dd) "**material fact**" shall have the meaning ascribed to it in the *Securities Act* (British Columbia);

(ee) "**misrepresentation**" shall have the meaning ascribed to it in the *Securities Act* (British Columbia);

(ff) "**NI 45-106**" means National Instrument 41-106 – *Prospectus Exemptions*, of the Canadian Securities Administrators;

(gg) "**Non-Resident Shareholders**" means those Shareholders identified in the attached Schedule "A" as being non-residents of Canada for the purposes of the Tax Act;

(hh) "**person**" includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;

(ii) "**Payment Shares**" has the meaning set forth in Section 2.02;

(jj) "**PsHolix Debt Settlement**" means the exchange of 9,662,520 PsHolix Shares in settlement of CHF 2,852,786 debt outstanding on the books of PsHolix, which will close immediately prior to the Transaction;

(kk) **"PsHolix Financial Statements**" has the meaning set forth in Section 5.03(j);

(ll) "**PsHolix Material Contracts**" has the meaning set forth in Section 5.03(p);

(mm) "**PsHolix Shares**" means common shares in the capital of PsHolix;

(nn) "**Public Record**" means the information relating to the Purchaser contained in all press releases, material change reports, financial statements and related management's discussion and analysis, information circulars and all other documents of the Purchaser which have been filed on the System for Electronic Document Analysis and Retrieval (SEDAR)**;**

(oo) "**Purchased Shares**" has the meaning set forth in the recitals to this Agreement;

(pp) "**Purchaser Financial Statements**" has the meaning set forth in Section 5.01(k);

(qq) "**Purchaser Share Consolidation**" means a consolidation of the Common Shares on the basis of 1 post-consolidated Common Share for every 3.33 pre-consolidated Common Share to be approved by the board of directors of the Purchaser;

(rr) "**Securities Laws**" means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;

(ss) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;

(tt) "**Shareholders**" has the meaning set forth in the recitals to this Agreement;

(uu) "**Shareholders' Approval**" means, if required, approval of the Transaction by shareholders of the Purchaser in accordance with the policies of the TSXV and applicable securities laws, which approval may be obtained by written consent of such shareholders;

(vv) "**Shareholders Rights Agreement**" means the shareholders rights agreement attached hereto as Schedule "B";

(ww) "**Subscription Receipt Agent**" means Fish Purdy LLP;

(xx) "**Subscription Receipt Agreement**" means the means the subscription receipt agreement to be entered into among the Purchaser, PsHolix, and the Subscription Receipt Agent or another subscription receipt agent acceptable to the Purchaser and PsHolix, setting out the terms and conditions of the Subscription Receipts;

(yy) "**Subscription Receipts**" means the subscription receipts convertible automatically into PsHolix Shares in accordance with their terms for no additional consideration upon satisfaction of the applicable escrow release conditions, prior to the Time of Closing, which Subscription Receipts are issuable under the Financing;

(zz) “**Tax Act**” means the *Income Tax Act* (Canada);

(aaa) “**Termination Date**” means February 28, 2024, or such later date as may be agreed in writing between the Purchaser and PsHolix;

(bbb) “**Time of Closing**” means 10:00 a.m. (Vancouver time) on the Closing Date, or such other time as the parties may mutually determine;

(ccc) “**Transaction**” means the purchase and sale of the Purchased Shares in accordance with the terms of this Agreement;

(ddd) “**TSXV**” means the TSX Venture Exchange, operated by the TMX Group Limited;

1.02 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.03 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

1.04 Number, etc.

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders and words importing persons shall include natural persons, firms, trusts, partnerships and corporations.

1.05 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.06 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

1.07 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the International Financial Reporting Standards or the Canadian generally accepted accounting principles, as applicable, approved by the International Accounting Standards Board or the Canadian Institute of Chartered Accountants, as the case may be, or any successor thereto, applicable as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles.

1.08 Knowledge

(a) Any reference herein to "the knowledge of the Purchaser" (or similar expressions) will be deemed to mean the actual knowledge of Jeffrey Carlson, the Chief Executive Officer of the Purchaser, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

(b) Any reference herein to "the knowledge of PsHolix" (or similar expressions) will be deemed to mean the actual knowledge of Sven Kaufmann, the Chief Executive Officer of PsHolix, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

(c) Any reference herein to "the knowledge of the Shareholder" (or similar expressions) will be deemed to mean the actual knowledge of the applicable Shareholder, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

1.09 Schedules

The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form a part hereof.

Schedule "A" – List of Shareholders

Schedule "B" – Shareholders Rights Agreement

Schedule 3.01(j) – Consents and Waivers

ARTICLE II
PURCHASE AND SALE OF PURCHASED SHARES

2.01 Purchase and Sale

Subject to the terms and conditions hereof, each of the Shareholders covenants and agrees to sell, assign and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from the Shareholders, the number of Purchased Shares which are beneficially owned by such Shareholder at the Time of Closing. As of the date of this Agreement, the number of Purchased Shares which are beneficially owned by each Shareholder is the number set forth opposite the name of such Shareholder as set out in Schedule "A" attached hereto.

2.02 Purchase Price

(i) General. In consideration for the purchase of the Purchased Shares, the Purchaser shall issue from treasury at the Time of Closing, an aggregate of 93,693,695 Common Shares on a post-Purchaser Share Consolidation basis (the "**Payment Shares**") to the Shareholders *pro rata* in proportion to their holdings of Purchased Shares, as follows:

(i) 42,000,000 Common Shares issued to Shareholders of record as of the date of signing this Agreement in accordance with the Exchange Ratio;

(ii) 40,582,584 Common Shares issued to the Shareholders pursuant to the Debt Settlement in accordance with the Exchange Ratio; and

(iii) 11,111,111 Common Shares issued to Shareholders pursuant to the Financing in accordance with the Exchange Ratio.

The Payment Shares shall issued at a deemed value of CAD $0.45 per Payment Share for aggregate consideration of CAD $42,162,162 (the "**Purchase Price**").

2.03 <u>Reserved</u>

2.04 <u>Disclosure Document</u>

(i) Promptly after the execution of this Agreement, the Purchaser and PsHolix shall jointly prepare and complete the Filing Statement together with any other documents required by the BCBCA, applicable securities law and other applicable laws and the rules and policies of the TSXV in connection with the Transaction, and Purchaser shall, as promptly as reasonably practicable after obtaining the approval of the TSXV as to the final Filing Statement file such final Filing Statement on SEDAR.

(ii) The Purchaser represents and warrants that the Filing Statement will comply in all material respects with all applicable laws (including applicable securities law), and, without limiting the generality of the foregoing, that the Filing Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (provided that the Purchaser shall not be responsible for the accuracy of any information relating to PsHolix that is furnished in writing by PsHolix for inclusion in the Filing Statement).

(v) PsHolix represents and warrants that any information or disclosure relating to PsHolix that is furnished in writing by PsHolix for inclusion in the Filing Statement will comply in all material respects with all applicable laws (including applicable securities law), and, without limiting the generality of the foregoing, that the Filing Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (provided that PsHolix shall not be responsible for the accuracy of any information relating to the Purchaser that is furnished in writing by the Purchaser for inclusion in the Filing Statement).

(vi) PsHolix, the Purchaser and their respective legal counsel shall be given a reasonable opportunity to review and comment on drafts of the Filing Statement and other documents related thereto, and reasonable consideration shall be given to any comments made by PsHolix, the Purchaser and their respective counsel, provided that all information relating solely to the Purchaser included in the Filing Statement shall be in form and content satisfactory to the Purchaser, acting reasonably, and all information relating solely to PsHolix included in the Filing Statement shall be in form and content satisfactory to PsHolix, acting reasonably.

2.05 <u>(vii) The Purchaser and PsHolix shall promptly notify each other if at any time before the date of filing in respect of the Filing Statement, either party becomes aware that the Filing Statement contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which</u>

they are made, or that otherwise requires an amendment or supplement to the Filing Statement and the parties shall cooperate in the preparation of any amendment or supplement to such documents, as the case may be, as required or appropriate.

ARTICLE III
CONDITIONS OF CLOSING

3.01 Conditions of Closing in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

(a) the Shareholders and PsHolix shall have tendered all closing deliveries set forth in Sections 4.03 and 4.04, respectively, including delivery of the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers;

(b) the Common Shares, including the Common Shares issuable upon exchange of the Subscription Receipts, shall have been conditionally approved for listing on the TSXV, subject to the usual requirements of the TSXV in respect of transactions of the nature of the Transaction as contemplated herein;

(c) the Financing shall have been completed for minimum aggregate gross proceeds of CAD$5,000,000 and the Subscription Receipts issued thereunder shall have converted into PsHolix Shares in accordance with the terms of the Subscription Receipt Agreement (and the escrowed funds shall have been released to the Purchaser) immediately prior to the Time of Closing, or if completed in escrow pending the Closing, then all conditions necessary to release such escrow shall have been satisfied (other than completion of the Transaction);

(d) the PsHolix Debt Settlement shall have been completed;

(e) neither PsHolix nor any of the Shareholders shall have violated Section 9.01;

(f) the representations and warranties of PsHolix set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of PsHolix to this effect shall have been delivered to the Purchaser;

(g) all of the terms, covenants and conditions of this Agreement to be complied with or performed by PsHolix at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of PsHolix to this effect shall have been delivered to the Purchaser;

(h) the representations and warranties of the Shareholders set forth in this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Time of Closing and delivery by each Shareholder of the documents described in Section 4.04 required to be delivered by such

Shareholder shall constitute a reaffirmation and confirmation by such Shareholder of such representations and warranties;

(i) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Shareholder at or before the Time of Closing will have been complied with or performed and delivery of the documents described in Section 4.04 shall constitute confirmation of such compliance and performance;

(j) all consents, assignments, waivers, permits, orders and approvals of all Governmental Authorities or other persons necessary to conduct the business of PsHolix or permit the completion of the Transaction, which are listed on Schedule 3.01(j), shall have been obtained or have been attempted to be obtained on a reasonable best efforts basis;

(k) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to PsHolix;

(l) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or PsHolix or that could reasonably be expected to impose any condition or restriction upon the Purchaser or PsHolix which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;

(m) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser, acting reasonably, adversely affects or may adversely affect the Transaction; and

(n) the Closing Date shall be on or before the Termination Date.

The foregoing conditions precedent are for the benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser’s right to rely on any other condition in favour of the Purchaser.

3.02 Conditions of Closing in Favour of PsHolix and the Shareholders

The obligations of PsHolix and the Shareholders to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

(a) the Purchaser shall have tendered all closing deliveries set forth in Section 4.02 including delivery of the Payment Shares and evidence of the Shareholders’ Approval, if required;

(b) the Common Shares, including the Common Shares issuable upon exchange of the Subscription Receipts, shall have been conditionally approved for listing on the TSXV, subject to the usual requirements of the TSXV in respect of transactions of the nature of the Transaction as contemplated herein;

(c) the Purchaser shall have completed the Purchaser Share Consolidation;

(d) all consents, waivers, permits, orders and approvals of all Governmental Authorities or other persons necessary to permit the completion of the Transaction shall have been obtained;

(e) the Purchaser shall not have violated Section 9.02;

(f) the representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholders;

(g) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholders and PsHolix;

(h) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to the Purchaser;

(i) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or PsHolix or that could reasonably be expected to impose any condition or restriction upon the Purchaser or PsHolix which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;

(j) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the PsHolix, acting reasonably, adversely affects or may adversely affect the Transaction; and

(k) the Closing Date shall be on or before the Termination Date.

The foregoing conditions precedent are for the benefit of PsHolix and the Shareholders and may be waived by PsHolix (on its own behalf and on behalf of the Shareholders) and the Shareholders, in whole or in part, without prejudice to PsHolix's and the Shareholders' right to rely on any other condition in favour of PsHolix and the Shareholders.

3.03 <u>Notice and Cure Provisions</u>

Each party will give prompt notice to the other parties hereto of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event or state of facts which occurrence or failure would or would be likely to:

(a) cause any of the representations or warranties of such party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or

(b) result in the failure by such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such party hereunder prior to the Closing Date.

Subject to Article VII, no party may elect not to complete the Transaction as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in Sections 3.01 or 3.02, as applicable, unless the party intending to rely thereon has delivered a written notice to the other parties hereto prior to the Time of Closing specifying, in reasonable detail, all breaches of representations and warranties or covenants or other matters which the party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

ARTICLE IV
CLOSING AND POST CLOSING ARRANGEMENTS

4.01 Time and Place of Closing

Closing of the Transaction shall take place at the Time of Closing at the offices of Fish Purdy LLP at 409 – 22 Leader Lane, Toronto, Ontario, Canada.

4.02 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered:

(a) share certificates evidencing the Payment Shares registered as directed by the Shareholders (or by PsHolix on behalf of the Shareholders), provided, however, that certificates evidencing any Payment Shares required to be held in escrow in accordance with the requirements of the TSXV, or otherwise, shall be delivered directly to the Escrow Agent;

(b) if required, an escrow agreement in a form satisfactory to the TSXV, among the Purchaser, the Escrow Agent and such Shareholders as may be required by the TSXV to be parties thereto, duly executed by the Purchaser;

(c) evidence of the Shareholders' Approval, if necessary;

(d) the duly executed Shareholders Rights Agreement;

(e) a certificate of one of the Purchaser's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the notice of articles and articles of the Purchaser (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Payment Shares, and (iii) as to the incumbency and genuineness of the signature of each officer of Purchaser executing this Agreement or any of the other agreements or documents contemplated hereby;

(f) evidence of the conditional approval of the TSXV for the completion of the Transaction and the listing and posting for trading of the Common Shares, including the Common Shares issuable upon exchange of the Subscription Receipts; and

(g) a certificate of status of the Purchaser.

4.03 <u>Closing Deliveries of PsHolix</u>

At the Time of Closing, PsHolix will deliver or cause to be delivered:

(a) a certificate of one of PsHolix's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the articles and by-laws of PsHolix (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of PsHolix approving the entering into of this Agreement and the completion of the Transaction; and (iii) as to the incumbency and genuineness of the signature of each officer of PsHolix executing this Agreement or any of the other agreements or documents contemplated hereby;

(b) the officer's certificates referred to in Sections 3.01(g) and 3.01(h);

(c) a certificate of status for PsHolix;

(d) to the extent not previously delivered, all financial statements of PsHolix required to be included in the Filing Statement pursuant to applicable securities laws and the policies of the TSXV;

(e) evidence satisfactory to the Purchaser, acting reasonably, of the completion of the Financing (and, if applicable, the satisfaction of all conditions precedent for the release from escrow of the proceeds thereof (other than the completion of the Transaction));

(f) evidence satisfactory to the Purchaser, acting reasonably, of the completion of the PsHolix Debt Settlement;

(g) in the event an opinion is required by the policies of the TSXV, a favourable opinion, in form and substance satisfactory to the Purchaser and its counsel, each acting reasonably; and

(h) to the extent not previously delivered, such documents as may be required by applicable corporate and securities laws or the policies of the TSXV necessary in relation to the appointment of nominees of PsHolix to the board of directors of the Purchaser.

4.04 <u>Closing Deliveries of the Shareholders</u>

At the Time of Closing, each Shareholder will cause to be delivered:

(a) with respect to each Shareholder, share certificates evidencing the Purchased Shares owned by such Shareholder, if any, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers;

(b) with respect to each Shareholder, a counterpart signature page to the Shareholders Rights Agreement; and

(c) if required by the TSXV to be delivered by such Shareholder, an escrow agreement in a form satisfactory to the TSXV, among the Purchaser, the Escrow Agent and such Shareholder as may be required by the TSXV to be parties thereto, duly executed by such Shareholder.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of each of the Shareholders and PsHolix as follows and acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

(a) the Purchaser is a corporation validly existing and in good standing under the provincial laws of British Columbia and is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;

(b) the Purchaser has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;

(c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Purchaser and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;

(d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles of the Purchaser or of any resolutions of the directors or shareholders of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement, licence or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser;

(e) the authorized capital of the Purchaser consists of an unlimited number of Common Shares, of which, as of the date hereof, 58,000,000 Common Shares are issued and outstanding (prior to the Purchaser Share Consolidation) as fully paid and non-assessable;

(f) when issued in accordance with the terms hereof, the Payment Shares will be validly issued as fully paid and non-assessable Common Shares;

(g) other than as set out herein, there are no other Common Shares or securities convertible, exercisable or exchangeable into Common Shares issued or outstanding;

(h) the Purchaser is a "reporting issuer" as that term is defined under applicable Securities Law in the Provinces of British Columbia and the Purchaser is in compliance with its timely and continuous disclosure obligations under the securities laws of the Provinces of British Columbia and, without limiting the generality of the foregoing, there has not occurred any "material change" (as defined under applicable securities legislation of the Provinces of British Columbia) which has not been publicly disclosed on a non-confidential basis and the statements collectively set forth in the Public Record are true, correct and complete in all material respects and, except as may have been corrected by subsequent disclosure, all the statements set forth in the Public Record were true, correct, and complete in all material respects and did not contain any misrepresentation as of the date of such statements and the Purchaser has not filed any confidential material change reports since the date of such statements which remains confidential as at the date hereof;

(i) other than the Finco Acquisition, no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Purchaser;

(j) other than the Finco Acquisition, the Purchaser does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and the Purchaser does not have any agreements to acquire or lease any material assets or properties or any other business operations;

(k) the audited financial statements of the Purchaser for the period from inception to December 31, 2023 and the unaudited financial statements for the nine-months ended September 30, 2023 (the "**Purchaser Financial Statements**") have been prepared in accordance with IFRS applied on a basis consistent with prior periods. The Purchaser Financial Statements are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Purchaser as at the respective dates thereof and results of operations of the Purchaser for the respective periods then ended. Since September 30, 2023, there has been no material alteration in the manner of keeping the books, accounts or records of the Purchaser or in its accounting policies or practices;

(l) except as disclosed in the Purchaser Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to the Purchaser;

(m) except as disclosed in the Purchaser Financial Statements, the Purchaser is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person, other than as contemplated by this Agreement;

(n) since September 30, 2023, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of the Purchaser;

(o) the Purchaser has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;

(p) there are no Material Contracts to which the Purchaser is a party, or by which it is bound;

(q) there are no waivers, consents, notices or approvals required to be given or obtained by the Purchaser in connection with Transaction and the other transactions contemplated by this Agreement under any Contract to which the Purchaser is a party;

(r) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the issuance of the Payment Shares, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser;

(s) there is no suit, action or proceeding or, to the knowledge of the Purchaser, pending or threatened against the Purchaser that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Purchaser, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against the Purchaser causing, or which could reasonably be expected to cause, a Material Adverse Effect on the Purchaser;

(t) the Purchaser has good and marketable title to its properties and assets (other than property or an asset as to which the Purchaser is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser;

(u) no person has any written or oral agreement, option, understanding or commitment for the purchase from the Purchaser of any of its assets or property;

(v) the Purchaser has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser, and all such all permits, licences, certificates of authority, orders and approvals are in good standing in all material respects;

(w) the Purchaser has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits or claims asserted or assessed against the Purchaser in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. The Purchaser has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;

(x) the Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser;

(y) the Corporate Records of the Purchaser are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of the Purchaser, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors (and any committee thereof) and shareholders of the Purchaser; (ii) such minute books contain all written resolutions passed by the directors (and any committee thereof) and shareholders of the Purchaser; (iii) the share certificate books, if any, the central securities register and register of transfers, and branch registers, of the Purchaser are complete and accurate, and all transfers of shares of the Purchaser reflected therein have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of the Purchaser were duly elected or appointed as the case may be.

(z) all Books and Records of the Purchaser have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;

(aa) the Purchaser has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement that in any manner may or will impose liability on PsHolix or the Shareholders; and

(bb) to the knowledge of the Purchaser, no representation or warranty of the Purchaser contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.02 <u>Representations and Warranties of the Shareholders</u>

Each of the Shareholders, on its own behalf and not on behalf of any other Shareholder, hereby severally (and, for greater certainty, not jointly with any other Shareholder) represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

(a) this Agreement has been, and each additional agreement or instrument required to be delivered by the Shareholder pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Shareholder and each is, or will be at the Time of Closing, assuming this Agreement and each such additional agreement or instrument constitutes a legal, valid and binding obligation of the Purchaser and the other parties hereto and thereto, a legal, valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms, except to the extent limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally or by general equitable principles (collectively, the "**Enforceability Exceptions**");

(b) if the Shareholder is not an individual, the Shareholder is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;

(c) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Shareholder;

(d) the Shareholder is the registered and beneficial owner of that number of PsHolix Shares set forth opposite the Shareholder's name in Schedule "A" (such shares comprising part of the Purchased Shares), free and clear of all Liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;

(e) except for the Purchaser's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the PsHolix Shares (namely the Purchased Shares), held or beneficially owned by the Shareholder and none of such PsHolix Shares are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such PsHolix Shares;

(f) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Shareholder is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement or the consummation by the Shareholder of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the Shareholder from performing its obligations under this Agreement;

(g) except as Disclosed by the Shareholder to the Purchaser the Shareholder is a "non-resident" of Canada within the meaning of the Tax Act; and

(h) other than in connection with the Financing, the Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on PsHolix or the Purchaser.

5.03 <u>Representations and Warranties of PsHolix</u>

PsHolix represents and warrants to the Purchaser as follows, except as Disclosed, and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

(a) PsHolix is a limited liability company duly formed and validly existing under the laws of Switzerland, and is in good standing with respect to the filing of its annual reports, and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary, except where the failure to be so registered, licensed or qualified does not have, and would not reasonably be expected to have, a Material Adverse Effect on PsHolix;

(b) PsHolix has the company power and authority to enter into this Agreement and each additional agreement or instrument to be delivered by PsHolix pursuant to this Agreement and to perform its obligations hereunder and thereunder;

(c) PsHolix has the company power and authority to own and lease its property, and to carry on its businesses as now being conducted;

(d) this Agreement has been, and each additional agreement or instrument to be delivered by PsHolix pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by PsHolix and each is, or will be at the Time of Closing, assuming this Agreement and each such additional agreement or instrument constitutes a legal, valid and binding obligation of the Purchaser and the other parties hereto and thereto, a legal, valid and binding obligation of PsHolix, enforceable against PsHolix in accordance with its terms, subject to the Enforceability Exceptions;

(e) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the certificate of formation or limited liability company agreement of PsHolix, (ii) violate, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any PsHolix Material Contract), license or permit to which PsHolix is a party or by which PsHolix is bound or to which any material assets or property of PsHolix is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to PsHolix;

(f) the authorized capital of PsHolix consists of an unlimited number of common shares, of which, as of the date of this Agreement, 10,000,000 PsHolix Shares are issued and outstanding as fully paid and non-assessable;

(g) except as Disclosed, other than the PsHolix Shares and PsHolix Shares issuable in connection with the exchange of the Subscription Receipts, there are no other units or shares of common stock of PsHolix or securities convertible, exercisable or exchangeable into units or shares of common stock of PsHolix issued or outstanding;

(h) no person (other than the Purchaser pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any shares or other securities of PsHolix;

(i) PsHolix does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and PsHolix does not have any agreements to acquire or lease any material assets or properties or any other business operations;

(j) the audited financial statements of PsHolix as at December 31, 2022 and the unaudited interim financial statements for the 9 months ended September 30, 2023 (the "**PsHolix Financial Statements**"), have been prepared in accordance with IFRS. The PsHolix Financial Statements present fairly in all material respects the financial condition of PsHolix as at the date thereof and results of operations of PsHolix for the period then ended. Except as Disclosed, since September 30, 2023, there has been no material alteration in the manner of keeping the books, accounts or records of PsHolix or in its accounting policies or practices;

(k) except as disclosed in the PsHolix Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to PsHolix;

(l) except as disclosed in the PsHolix Financial Statements, as otherwise Disclosed, or as incurred in the ordinary course of business consistent with past practices since September 30, 2023 (the "**Balance Sheet Date**"), PsHolix has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise);

(m) except as disclosed in the PsHolix Financial Statements, PsHolix is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person, other than as provided under customary commercial contracts entered into in the ordinary course of business;

(n) since September 30, 2023, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of PsHolix;

(o) PsHolix has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, ordinances, regulations, rules, judgments, decrees and orders, each as in effect on the date hereof, of each jurisdiction in which its business is carried on;

(p) the Contracts listed in the Disclosure Letter (the "**PsHolix Material Contracts**"), together with this Agreement, and after the execution and delivery hereof, all ancillary agreements contemplated to be executed and delivered by PsHolix herein, constitute all the Material Contracts of PsHolix. Each of the PsHolix Material Contracts is in full force and effect, subject to the Enforceability Exceptions, and, to the knowledge of PsHolix, there exists no material default, warranty claim or other obligation or liability or, event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the issuance of the Payment Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a material default, or give rise to a warranty claim or other obligation or liability thereunder. PsHolix has not violated or breached, in any material respect, any of the terms or conditions of any PsHolix Material Contract and, to the knowledge of PsHolix, all the covenants to be performed by any other party thereto have been fully and properly performed;

(q) to the best of its knowledge, there are no waivers, consents, notices or approvals required to be given or obtained by PsHolix in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which PsHolix is a party;

(r) to the best of its knowledge, no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over PsHolix is required to be obtained by PsHolix in connection with the execution and delivery of this Agreement, except for those consents, orders, authorizations, declarations, registrations or approvals (i) which are contemplated by this Agreement, (ii) that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay PsHolix from performing its obligations under this Agreement or (iii) that could not reasonably be expected to have a Material Adverse Effect on PsHolix;

(s) there are no actions, suits or proceedings, judicial or administrative pending or, to the knowledge of PsHolix, threatened by or against PsHolix or its material assets, at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign, and to the knowledge of PsHolix, there is no existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;

(t) to the knowledge of PsHolix, there are no actions, suits or proceedings, judicial or administrative pending or, to the knowledge of PsHolix, threatened by or against the IP or in relation to the IP, at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign, and to the knowledge of PsHolix, there is no existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;

(u) no bankruptcy, insolvency or receivership proceedings have been instituted by PsHolix or, to the knowledge of PsHolix, are pending against PsHolix;

(v) other than as Disclosed, PsHolix has good and valid title to its properties and assets (other than property or an asset as to which PsHolix is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on PsHolix;

(w) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from PsHolix of any of its assets or property, including but not limited to the IP;

(x) PsHolix has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, approvals, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on PsHolix, and all such permits, licenses, certificates of authority, orders and approvals are in full force and effect and are being fully complied with in all material respects;

(y) To the extent that failure to do so would adversely impact PsHolix or its material assets or properties, PsHolix has duly filed on a timely basis all tax returns required to be filed by it (taking into account any extensions of time to file) and has paid all taxes which are due and payable on said returns and has paid all other taxes, penalties and interest due and payable on said returns on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. As of the date hereof, there are no actions, suits or claims asserted or assessed against PsHolix in respect of taxes, nor are any matters under discussion with any Governmental Authority relating to taxes asserted by such Governmental Authority. To the extent that failure to do so would adversely impact PsHolix or its material assets or properties, PsHolix has withheld from each payment made by it to any person and remitted to the proper Governmental Authority within the time required all income tax and other deductions required to be withheld from such payments;

(z) PsHolix has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified PsHolix of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on PsHolix;

(aa) PsHolix has no employees other than those employees listed in the Disclosure Letter and PsHolix is not a party to any employment, management or consulting agreement of any kind whatsoever, except as set forth in the Disclosure Letter;

(bb) no current or former employee, officer or director of PsHolix is entitled to a severance, termination or other similar payment as a result of the Transaction;

(cc) except as Disclosed, the Corporate Records of PsHolix are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in material compliance with all applicable laws and with the constating documents of PsHolix;

(dd) all Books and Records of PsHolix have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;

(ee) PsHolix is not a 'reporting issuer' or equivalent in any jurisdiction nor are any shares of PsHolix listed or quoted on any stock exchange or electronic quotation system;

(ff) other than in connection with the Financing (in respect of which the extent to which any person has been authorized by PsHolix to act as a broker or finder or in any other capacity or that may or will impose liability on the Purchaser, PsHolix or the Shareholders has been disclosed to the Purchaser), PsHolix has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on the Purchaser or PsHolix;

(gg) PsHolix owns or otherwise has a license to use all IP used or currently proposed to be used in the conduct of its business and, to the best of PsHolix's knowledge, PsHolix is not infringing upon the rights of any other person with respect to any such IP and, no claim has been brought or threatened against any third person by PsHolix for infringement of any such IP;

(hh) except as Disclosed, no person has any options, agreements or rights of any kind to acquire, control, or encumber in any way, all or any portion of the IP, or any interest therein;

(ii) there are no restrictions on the ability of PsHolix to transfer all rights in the IP and, to the knowledge of PsHolix**,** the consummation of the transactions contemplated by this Agreement will not impair, compromise, restrict or adversely affect the IP; and

(jj) PsHolix has made available to the Purchaser a true and complete copy of all material contracts, agreements and amendments thereto which relate to the IP.

5.04 <u>Survival of Representations and Warranties</u>

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 24 months from the date of Closing. No claim for breach of any representation or warranty shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 24-month period.

ARTICLE VI
COVENANTS

6.01 Mutual Covenants

Each of the parties hereby covenants and agrees as follows:

(a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws and regulations to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, each of the parties shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the parties to complete the Transaction;

(b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;

(c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction; no party will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the others, such consent not to be unreasonably withheld or delayed;

(d) to promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;

(e) to co-operate with each of the other parties hereto in good faith in order to ensure the timely completion of the Transaction;

(f) to use commercially reasonable efforts to co-operate with each of the other parties hereto in connection with the performance by the other of its obligations under this Agreement; and

(g) in the case of PsHolix and the Purchaser, to indemnify and hold harmless each of the other parties hereto (and, if applicable, such other parties' respective directors, officers, representatives and advisers) (collectively, the "**Non-Offending Persons**") from and against all claims, damages, liabilities, actions or demands to which the Non-Offending Persons may be subject insofar as such claims, damages, liabilities, actions or demands arise out of, or are based upon, the information supplied by PsHolix or the Purchaser, as applicable, for inclusion in the Disclosure Documents having contained a misrepresentation. PsHolix and the Purchaser shall obtain and hold the rights and benefits of this subsection in trust for and on behalf of such parties' respective directors, officers, representatives and advisers.

6.02 Covenants of the Purchaser

The Purchaser covenants and agrees with each of the Shareholders and PsHolix that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, subject to Section 9.02, it will:

(a) in a timely and expeditious manner:

(i) prepare, in consultation with PsHolix, the Filing Statement in prescribed form and in form and content acceptable to PsHolix, acting reasonably, and file the Filing Statement with the TSXV, in accordance with all applicable laws and the policies of the TSXV;

(ii) obtain the Shareholders' Approval;

(iii) file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and

(iv) file and/or deliver any document or documents required pursuant to applicable laws and/or the rules and policies of the TSXV in connection with the Transaction as contemplated herein after the Closing;

(b) ensure that the Filing Statement does not contain a misrepresentation as it relates to the Purchaser, including in respect of its assets, liabilities, operations, business and properties;

(c) to make available and afford PsHolix and its authorized representatives and, if requested by PsHolix, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to the Purchaser. The Purchaser will afford PsHolix and its authorized representatives every reasonable opportunity to have free and unrestricted access to the Purchaser's property, assets, undertaking, records and documents. At the request of PsHolix, the Purchaser will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of the Purchaser's business and any of its property or to enable PsHolix or its authorized representatives to obtain full access to all files and records relating to any of the assets of the Purchaser maintained by governmental or other public authorities. The obligations in this Section 6.02(c) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of PsHolix under this Section 6.02(c) will not mitigate or otherwise affect the representations and warranties of the Purchaser hereunder.

(d) make application to the TSXV and diligently pursue the approval of the Transaction (including the obligation of the Purchaser to issue the Payment Shares);

(e) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis), furnish promptly to PsHolix (on behalf of the Shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;

(f) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:

(i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;

(ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either the Purchaser or PsHolix before any Governmental Authority to the extent permitted by such authorities; and

(iii) fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;

(g) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;

(h) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons;

(i) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its notice of articles or articles as the same exist at the date of this Agreement;

(j) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:

(i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;

(ii) increase or decrease its paid-up capital or purchase or redeem any shares; or

(iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire, any such shares;

(k) take all necessary corporate action and proceedings to approve and authorize the issuance of the Payment Shares to the Shareholders;

(l) prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Payment Shares to the Shareholders, in each case, on a basis exempt from the prospectus and registration requirements of the applicable Securities Laws of the provinces of Canada in which the Shareholders are resident; and

(m) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of the Purchaser (including those that are convertible or exchangeable into securities of the Purchaser), other than as contemplated under this Agreement or pursuant to the exercise or conversion of share purchase warrants, options or convertible securities of the Purchaser outstanding as of the date hereof.

6.03 <u>Covenants of PsHolix</u>

PsHolix covenants and agrees with the Purchaser that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, subject to Section 9.01, it will:

(a) in a timely and expeditious manner, assist the Purchaser in the preparation of the Filing Statement with respect to the Transaction, including providing such information in relation to the business, affairs, assets and properties of PsHolix as may be necessary to comply with applicable laws and the policies of the TSXV;

(b) ensure that the Filing Statement does not contain a misrepresentation as it relates to PsHolix, including in respect of its assets, liabilities, operations, business and properties;

(c) to make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to PsHolix. PsHolix will afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to PsHolix's property, assets, undertaking, records and documents. At the request of the Purchaser, PsHolix will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of PsHolix's business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of PsHolix maintained by governmental or other public authorities. The obligations in this Section 6.03(c) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance PsHolix will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of Purchaser under this Section 6.03(c) will not mitigate or otherwise affect the representations and warranties of PsHolix hereunder.

(d) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance PsHolix will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by PsHolix in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;

(e) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:

(i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;

(ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either PsHolix or the Purchaser before any Governmental Authority to the extent permitted by such authorities; and

(iii) fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;

(f) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;

(g) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the Purchaser, and PsHolix will keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;

(h) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its articles or by-laws as the same exist at the date of this Agreement;

(i) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:

(i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;

(ii) increase or decrease its paid-up capital or purchase or redeem any shares; or

(iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares except pursuant to the Financing and PsHolix Debt Settlement; and

(j) take all necessary corporate action and proceedings to approve and authorize the Financing and the issuance of the securities under the Financing;

(k) take all necessary corporate action and proceedings to approve and authorize the PsHolix Debt Settlement and the issuance of the securities under the PsHolix Debt Settlement; and

(l) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser.

6.04 Covenants of the Shareholders

Each of the Shareholders covenants and agrees with the other parties hereto that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, subject to Section 9.01, it will:

(a) in a timely and expeditious manner, provide such information with respect to the Shareholder as the Purchaser may reasonably require in connection with the preparation of the Filing Statement with respect to the Transaction and as may be necessary to comply with applicable laws and the policies of the TSXV;

(b) enter into such escrow arrangements in respect of the Payment Shares as may be required in accordance with applicable securities laws and/or the policies of the TSXV;

(c) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Shareholder will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by such Shareholder in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting, the Transaction as contemplated herein;

(d) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:

(i) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction; and

(ii) fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;

(e) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction ; and

(f) not encumber in any manner the Purchased Shares and ensure that at the Time of Closing the Purchased Shares are free and clear of all Liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever.

ARTICLE VII
TERMINATION

7.01 Termination

This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of all of the parties hereto;

(b) by either PsHolix or the Purchaser if the Closing shall not have been consummated on or prior to the Termination Date, without liability to the terminating party on account of such termination; provided that the right to terminate this Agreement pursuant to this Section 7.01(b) shall not be available to a party whose material breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;

(c) by the Purchaser, if there has been a material breach by PsHolix or the Shareholders of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.01 which PsHolix or the Shareholders, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by the Purchaser;

(d) by PsHolix if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.02 which the Purchaser fails to cure within ten (10) Business Days after written notice thereof is given by PsHolix;

(e) by the Purchaser or PsHolix, if PsHolix completes an Alternative Transaction or enters into a definitive and binding agreement to effect an Alternative Transaction; and

(f) by any party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no party shall be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

7.02 Effect of Termination

Upon termination of this Agreement in accordance with the terms hereof, there shall be no liability on the part of any party hereto and the parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Sections 11.03 and 11.08, and this Agreement shall forwith become void.

ARTICLE VIII
INDEMNIFICATION

8.01 Indemnification by the Purchaser

Subject to Section 5.04, the Purchaser shall indemnify and save the Shareholders and PsHolix harmless for and from:

(a) any loss, damages or deficiencies suffered by the Shareholders or PsHolix as a result of any breach of representation, warranty or covenant on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

(b) all claims, demands, costs and expenses, including reasonable legal fees, in respect of the foregoing.

8.02 Indemnification by PsHolix

Subject to Section 5.04, PsHolix shall indemnify and save the Purchaser harmless for and from:

(a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach of representation, warranty or covenant on the part of PsHolix contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

(b) all claims, demands, costs and expenses, including reasonable legal fees, in respect of the foregoing.

8.03 Indemnification by Shareholders

Subject to Section 5.04, each of the Shareholders, on its own behalf, and not on behalf of any other Shareholder, severally (and for greater certainty, not jointly with any other Shareholder) shall indemnify and save the Purchaser harmless for and from:

(a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach by such Shareholder of any representation, warranty or covenant on the part of such Shareholder contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

(b) all claims, demands, costs and expenses, including reasonable legal fees, in respect of the foregoing.

8.04 Notice of Claim

A party entitled to and seeking indemnification pursuant to the terms of this Agreement (the "**Indemnified Party**") shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (the "**Indemnifying Party**") of any claim for indemnification pursuant to Sections 8.01, 8.02 and 8.03 (a "**Claim**", which term shall include more than one Claim); provided that failure to promptly give notice will not relieve the Indemnifying Party of its indemnification obligations under this Article VIII, except to the extent, if any, that the Indemnifying Party has actually be materially prejudiced thereby (including if the Indemnifying Party was deprived of its right to recover payment under its applicable insurance coverage or such failure to so notify results in the forfeiture by the Indemnifying Party of rights and defenses otherwise available to the Indemnifying Party). Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a "**Third Party Claim**") or whether the Claim does not so arise (a "**Direct Claim**"), and shall also specify with reasonable particularity (to the extent that the information is available):

(a) the factual basis for the Claim; and

(b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

8.05 Procedure for Indemnification

(a) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 45 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 45 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.

(b) Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party's out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

8.06 General Indemnification Rules

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

(a) without limiting the generality of Sections 8.01, 8.02 and 8.03, any Claim for breach of any representation or warranty shall be subject to Section 5.04;

(b) the Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed $15,000;

(c) notwithstanding anything to the contrary in this Agreement, the aggregate liability of an Indemnifying Party which is a Shareholder to any and all Indemnified Parties under this Article VIII shall be limited to the cash amount paid to such Indemnifying Party in respect of its Purchased Shares pursuant to Section 2.01;

(d) notwithstanding anything to the contrary in this Agreement, the aggregate liability of PsHolix or the Purchaser to any and all Indemnified Parties under this Article VIII shall be limited to the value of the Payment Shares issuable under this Agreement;

(e) if any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek reimbursement from the Indemnifying Party for any such payment. If any Indemnifying Party pays, or reimburses an Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;

(f) except in the circumstance contemplated by Section 8.05, and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);

(g) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;

(h) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available);

(i) the Indemnified Party shall use commercially reasonable efforts to mitigate losses suffered, incurred or sustained by such Indemnified Party arising out of any matter for which such Indemnified Party has sought indemnification hereunder; provided that no such Indemnified Party shall be required to take any action or refrain from taking any action that is contrary to any applicable contract or law binding on such Indemnified Party;

(j) any amounts otherwise required to be paid by an Indemnifying Party under this Article VIII shall be net of any insurance proceeds received by the Indemnified Party so long as such proceeds are provided by third party carriers and not in connection with selfinsurance; it being understood that each party hereto shall use is commercially reasonable efforts to pursue all reasonable remedies against such applicable third party carriers; provided further that the parties shall not be required to pursue any remedies which would increase their insurance premiums and a party shall not be required to sue such party's insurance carrier to recover insurance proceeds;

(k) any losses recovered by an Indemnified Party from an Indemnifying Party under this Article VIII shall exclude special, indirect, incidental, punitive and consequential damages; and

(l) the provisions of this Article VIII shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement.

ARTICLE IX
EXCLUSIVITY AND ACCESS

9.01 Obligations of PsHolix and Shareholders

Prior to the Termination Date, or the earlier termination of this Agreement, neither PsHolix nor the Shareholders shall, directly or indirectly, negotiate or deal with any party other than with the Purchaser relating to the sale or disposition of any part of the outstanding shares (including the Purchased Shares) or assets of PsHolix, or solicit enquiries or provide information with respect to same. Notwithstanding the foregoing, nothing contained in this Agreement shall be interpreted to extend to the acts or omissions of any person acting in his or her capacity as a director or officer of PsHolix or otherwise to fetter the proper exercise of discretion of such person. In addition, nothing contained in this Agreement will prohibit, prevent or restrict PsHolix from furnishing or providing information in respect of or otherwise responding to or engaging in discussions or negotiations in respect of, an unsolicited Alternative Transaction not resulting from a breach of this Section 9.01, or the directors of PsHolix, in the fulfilment of their fiduciary duties, from supporting or facilitating any such unsolicited Alternative Transaction, or PsHolix or the Shareholders from completing any such Alternative Transaction, or entering into a definitive and binding agreement to effect such an Alternative Transaction, if directors of PsHolix determine in good faith, after consultation, to the extent considered appropriate by the directors, with its financial and legal advisors, that such unsolicited Alternative Transaction constitutes, or could reasonably be expected to lead to or result in, a transaction that would, if consummated in accordance with its terms, be more favourable to PsHolix or the Shareholders than the Transaction provided, however, that prior to taking such action, the directors of PsHolix shall have concluded, after considering applicable laws, and receiving advice of outside counsel that such action would be a proper exercise of its fiduciary duties, or is otherwise required under, applicable laws, that it is appropriate that the directors take such action in order to properly discharge their fiduciary duties or that such action is otherwise required under applicable laws.

9.02 Obligations of Purchaser

Prior to the Termination Date, or the earlier termination of this Agreement, the Purchaser shall not, directly or indirectly, negotiate or deal with any party other than PsHolix relating to an Alternative Transaction involving the Purchaser or the acquisition by the Purchaser of all or any part of the outstanding shares or assets or property of any other person, or solicit enquiries or provide information with respect to same, provided that nothing herein shall prevent the board of directors of the Purchaser from responding to an unsolicited offer in accordance with their fiduciary duties as directors.

ARTICLE X
TAXES

10.01 Tax Returns

The parties to this Agreement agree to cooperate fully with each other, in connection with the preparation, signing and filing of tax returns and in any administrative, judicial or other proceeding involving taxes relating to PsHolix, including, but not limited to, the furnishing or making available of records, books or accounts or other materials necessary or helpful for the defense against assertions of any taxing authority as to any tax returns. The Shareholders (at the Shareholders' sole cost and expense) shall be entitled to cause the preparation and filing all tax returns for PsHolix for periods ended on or before the Closing ("**Pre-Closing Tax Period**"). All such tax returns shall be prepared in a manner consistent with the past practices of PsHolix, except as otherwise required by applicable law. At least fifteen (15) days prior to the due date of the filing such tax returns, the Shareholders shall deliver a draft of such any non-income tax returns to the Purchaser for the Purchaser's review and comment; provided, that if any such tax returns are due prior to the date that is 15 days after the end of the applicable tax period, the Shareholders shall provide the Purchaser with copies of such tax returns for the Purchaser's review as soon as practicable. The Shareholders shall consider in good faith such revisions as are reasonably requested by the Purchaser and the Shareholders shall not unreasonably refuse to make such revisions requested by the Purchaser. The Purchaser, at its sole cost and expense, will cause all other tax returns of PsHolix to be prepared and filed. With respect to any such tax return that is for a tax period that includes, but does not end on, the Closing Date (the "**Straddle Period Returns**" and such period a "**Straddle Period**"), the Purchaser will deliver such returns (and a calculation of the portion of the taxes shown on any Straddle Period Returns that are apportioned, as determined in Section 10.02, to the portion of the tax period ending on the Closing Date) to the Shareholders, for review and comment, at least fifteen (15) days prior to the applicable filing deadline for such returns. The Purchaser shall consider in good faith any reasonable comments made by the Shareholders with respect to such tax returns and shall not unreasonably refuse to make such revisions requested by the Shareholders. The Purchaser and Shareholders shall attempt in good faith to resolve any disagreement regarding any referenced in this Section 10.01 prior to the due date for filing such tax returns.

10.02 Straddle Period Taxes

In the case of any Straddle Period, (i) the amount of any taxes (or any refund of such taxes) based on or measured by income or receipts, sales or use taxes, employment taxes, or withholding taxes of PsHolix for the portion of the Straddle Period ending on and including the Closing Date shall be determined based on an interim closing of the books as of the open of business on the Closing Date (and for such purpose, the tax period of any partnership or other pass-through entity in which PsHolix holds a beneficial interest shall be deemed to terminate at such time) and (ii) the amount of any other taxes (or refunds of such taxes) of PsHolix for a Straddle Period that relates to the portion of such Straddle Period ending on the opening of business on the Closing Date shall be deemed to be the amount of such tax (or refund of such tax) for the entire tax period multiplied by a fraction the numerator of which is the number of days in the Straddle Period ending on or before the Closing Date and the denominator of which is the number of days in such Straddle Period.

10.03 Amended Returns

Unless as otherwise required by applicable law, the Purchaser shall not, and shall cause its affiliates (including PsHolix after the Closing) not to, amend, refile or otherwise modify (or grant an extension of any statute of limitations, request an assessment or reassessment from a Governmental Entity with respect to) any tax return relating in whole or in part to PsHolix with respect to any Pre-Closing Tax Period without the prior written consent of the Shareholders (which consent shall not be unreasonably withheld, conditioned or delayed).

ARTICLE XI
GENERAL

11.01 Power of Attorney

Each of the Shareholders hereby severally and irrevocably appoints PsHolix as its agent and attorney to take any action that is required under the Agreement or to execute and deliver any documents on their behalf, including without limitation, for the purposes of all Closing matters (including without limitation, the receipt of certificates representing the Payment Shares) and deliveries of documents and do and cause to be done all such acts and things as may be necessary or desirable in connection with the closing matters for the Transaction. Without limiting the generality of the foregoing, PsHolix may, on its own behalf and on behalf of the Shareholders, extend the Time of Closing, modify or waive any conditions as are contemplated herein, negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the Transaction (other than any escrow agreements required that a Shareholder may be required to enter into), extend such time periods as may be contemplated herein or terminate this Agreement, in its absolute discretion, as it deems appropriate. Each of the Shareholders hereby acknowledges and agrees that any decision or exercise of discretion made by PsHolix under this Agreement, shall be final and binding upon the Shareholders so long as such decision or exercise was made in good faith. The Purchaser shall have no duty to enquire into the validity of any document executed or other action taken by PsHolix on behalf of the Shareholders pursuant to this Article XI absent manifest error.

11.02 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a "**notice**") shall be in writing shall be in writing addressed as follows:

(a) if to the Purchaser:

Metavista3D Inc. (formerly 1344340 B.C. Ltd.)
[REDACTED]

Attention: [REDACTED]
E-mail: [REDACTED]

with a courtesy copy (which copy shall not constitute notice to the Purchaser) to:

Fish Purdy LLP
409 – 22 Leader Lane
Toronto, Ontario
Canada M5E 0B2

Attention: [REDACTED]
E-mail: [REDACTED]

(b) if to psHolix or the Shareholders:

psHolix AG
Wallst 8
4051 Basel
Switzerland

Attention: [REDACTED]
E-mail: [REDACTED]

Or such other address as may be designated by notice given by either PsHolix or the Purchaser to the other in accordance with this Section 11.02. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. Any notice delivered to PsHolix in accordance with this Section 11.02 prior to the Time of Closing shall be deemed to have been delivered to each of the Shareholders. The previous sentence of this Section 11.02 shall not apply to a notice given as contemplated in Section 3.03 of the occurrence, or failure to occur, of any event or state of facts which would or would likely to cause any of the representations or warranties of any Shareholder to be untrue or inaccurate or result in the failure by any Shareholder to comply with or satisfy any covenant, condition or agreement, which notice shall not be deemed to have been received by such Shareholder unless delivered to the address of such Shareholder as reflected in the books of PsHolix (or after the Time of Closing, the books of the Purchaser). Any Shareholder may, from time to time, by notice given in accordance with this Section 11.02, designate or provide an address of such Shareholder for notices to be given after the Time of Closing.

11.03 Confidentiality

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 11.03. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to applicable laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

11.04 Assignment

No party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto.

11.05 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

11.06 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

11.07 <u>Governing Law</u>

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and is to be treated in all respects as an Ontario contract.

11.08 <u>Expenses</u>

Each party shall be responsible for and bear all of its own costs and expenses (including any legal, accounting, banking, broker's, finder's, consultant's or other fees or expenses) incurred in connection with the Transaction, including fees and expenses of its representatives incurred at any time in connection with pursuing or consummating the Transaction. Except for any costs and expenses in connection with or relating to the PsHolix Financial Statements and TSXV listing fees, PsHolix shall have paid any and all such Transaction related costs and expenses at or before the Time of Closing.

11.09 <u>No Personal Liability</u>

(a) No director, officer, employee or agent of the Purchaser shall have any personal liability whatsoever to PsHolix or the Shareholders under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.

(b) No director, officer, employee or agent of PsHolix shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Transaction on behalf of PsHolix.

11.10 <u>Reserved.</u>

11.11 <u>Public Announcements</u>

PsHolix and the Purchaser shall co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein, and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any party hereto without the prior consent of the other parties, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein shall prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by applicable law.

11.12 <u>Further Assurances</u>

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

11.13 <u>Entire Agreement</u>

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

11.14 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

11.15 Severability

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

11.16 Remedies Cumulative

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

11.17 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

11.18 Independent Legal Advice

EACH SHAREHOLDER ACKNOWLEDGES, CONFIRMS AND AGREES THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR DISCOURAGED BY ANY PARTY HERETO FROM SEEKING INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT, IN THE EVENT THAT ANY SHAREHOLDER DID NOT AVAIL HIMSELF/HERSELF/ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, SUCH SHAREHOLDER DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT SUCH SHAREHOLDER'S FAILURE TO OBTAIN INDEPENDENT LEGAL ADVICE SHALL NOT BE USED BY HIM/HER/IT AS A DEFENCE TO THE ENFORCEMENT OF HIS/HER/ITS OBLIGATIONS UNDER THIS AGREEMENT.

[Signature pages follow.]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

METAVISTA3D INC.

By: /s/ "*Jeffrey Carlson*"
I have authority to bind the corporation

PSHOLIX AG

By: /s/ "*Sven Kaufmann*"
I have authority to bind the corporation

PSHOLIX SHAREHOLDERS:

/s/ "*Christina Kaufmann*"
CHRISTINA KAUFMANN

/s/ "*Sven Kaufmann*"
SVEN KAUFMANN

LEO INVESTMENT AG

By: /s/ "*Sven Kaufmann*"
I have authority to bind the corporation

GLOBAL GROWTH VENTURES LTD.

By: /s/ "*Sven Kaufmann*"
I have authority to bind the corporation

UNO FUNDS STC B.V.

By: /s/ "*Sven Kaufmann*"
I have authority to bind the corporation

Schedule A

Shareholders of PsHolix

[REDACTED]

Schedule B

Shareholders Rights Agreement

METAVISTA3D INC.

AND

THE SHAREHOLDERS OF PSHOLIX AG

INVESTOR RIGHTS AGREEMENT

DATED AS OF ●, 2024

TABLE OF CONTENTS

SHAREHOLDERS RIGHTS AGREEMENT

THIS AGREEMENT dated as of the ___ day of ____, 2024,

B E T W E E N:

METAVISTA3D INC., a corporation existing under the laws of the Province of British Columbia

(the "**Corporation**")

- and –

The shareholders of PsHolix listed in the attached Schedule "A"

(the "**Shareholders**" and collectively with the Corporation, the "**Parties**", and each a "**Party**").)

RECITALS:

A. The Corporation, psHolix AG ("**PsHolix**"), and the Shareholders have entered into a share exchange agreement effective December 18, 2023 (the "**Share Exchange Agreement**"), pursuant to which the Corporation has agreed to issue 42,000,0000 common shares ("**Shares**") of the Corporation to the Shareholders in exchange for all of the issued common shares of PsHolix.

B. Pursuant to and in connection with the Share Exchange Agreement, the Corporation has agreed to grant certain rights which are set out herein to the Shareholder.

NOW THEREFORE this Agreement witnesses that in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt, sufficiency and adequacy of which is hereby acknowledged), the Parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

(a) "**Affiliate**" means a corporation, partnership or other Person that directly, or through one or more intermediaries, controls or is controlled by, or is under common control with, a Party;

(b) "**Business Day**" means any day except Saturday, Sunday or a statutory or civic holiday in the City of Toronto, Ontario or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business;

(c) “**Closing Date**” means the closing date of the purchase and sale transaction contemplated by the Share Exchange Agreement;

(d) “**Offer**” has the meaning set out in Section 2.1 (a);

(e) “**Offer Period**” has the meaning set out in Section 2.1 (c);

(f) “**person**” shall be broadly interpreted and includes any individual, corporation, partnership, joint venture, limited liability company, association or other business entity and any trust, unincorporated organization or government or any agency or political subdivision thereof;

(g) “**PsHolix Board**” means the board of directors of PsHolix;

(h) “**PsHolix Shares**” means the common shares in the capital of PsHolix;

(i) “**Purchased Shares**” has the meaning set out in Section 2.1 (a);

(j) “**Share Exchange Agreement**” has the meaning set out in the Recitals;

(k) “**Shareholder Nominees**” has the meaning set out in Section 3.1(a);

(l) “**Shareholder’s Percentage**” means the percentage equal to the fraction, the numerator of which is the Shares held by the Shareholders and its Affiliates and the denominator of which is the outstanding Shares of the Corporation;

(m) “**Shares**” has the meaning set out in the Recitals; and

(n) “**subsidiary**” has the meaning ascribed thereto in the *Securities Act* (Ontario);

(o) “**Third Party Offer**” has the meaning set out in Section 2.1 (a);

1.2 Rules of Construction

Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

(a) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;

(b) references to an “Article” or “Section” followed by a number or letter refer to the specified Article or Section to this Agreement;

(c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;

(d) words importing the singular number only shall include the plural and *vice versa* and words importing the use of any gender shall include all genders;

(e) the word “including” is deemed to mean “including without limitation”;

(f) the terms “party” and “the parties” refer to a party or the parties to this Agreement;

(g) any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time;

(h) any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder;

(i) all references to a percentage ownership of Shares shall be calculated on a non-diluted basis;

(j) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and

(k) whenever any action is required to be taken or period of time is to expire on a day other than a Business Day, such action shall be taken or period shall expire on the next following Business Day.

1.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Shareholder hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Agreement.

1.4 Severability

If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, such provision or application shall be unenforceable only to the extent of such invalidity or unenforceability, and the remainder of such provision and the application of such provision to persons or circumstances, other than the party as to which it is held invalid, and the remainder of this Agreement, shall not be affected.

1.5 Time of Essence

Time shall be of the essence of this Agreement.

1.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in the aforesaid agreements.

ARTICLE 2
TRANSFERS TO THIRD PARTIES; RIGHT OF FIRST REFUSAL

2.1 Third Party Offer

(a) For so long as the Shareholders' Percentage is not less than 10%, if the Corporation proposes to sell its interest in PsHolix and receives a bona fide written offer (a "**Third Party Offer**") from any person dealing at arm's length with the Parties (the "**Buyer**") to purchase PsHolix Shares (the "**Purchased Shares**"), which Third Party Offer is acceptable to the Corporation, the Corporation shall, by notice in writing to the Shareholders, make an offer (the "**Offer**") to sell the Purchased Shares to the Shareholders at the same price and upon the same terms and conditions as are contained in the Third Party Offer.

(b) The Offer shall (i) identify in reasonable detail the Buyer and, if the Buyer is not an individual, identify those persons who control the Buyer, (ii) be accompanied by a true copy of the Third Party Offer setting forth all of the terms and conditions of the Third Party Offer, and (iii) provide such information concerning the business experience and expertise of the Buyer and its financial condition as is reasonably available to the Corporation. The Offer shall not be revocable except with the consent of the Shareholders.

(c) Each Shareholder shall have a period of thirty (30) days from the date the Offer is received (the "**Offer Period**") to accept the Offer in writing, and each Shareholder who accepts such Offer shall specify whether the Shareholder (i) wishes to accept the Offer on the condition that it is able to purchase all of the Purchased Shares, or (ii) wishes to accept the Offer on the condition that it is able to purchase its rateable portion of the Purchased Shares or the number of Purchased Shares in excess of its rateable portion it is willing to purchase.

2.2 Acceptance of Offer

(a) If the Offer is accepted by the Shareholders within the Offer Period and such Shareholders have indicated their willingness to purchase the Purchased Shares, then the Corporation shall sell and the Shareholders shall purchase the Purchased Shares upon the terms and conditions contained in the Offer. In such case, the Shareholders shall purchase the Purchased Shares from the Corporation rateably and any Purchased Shares in excess of an Shareholder's rateable portion shall be allocated pro rata based on those Shareholders willing to purchase in excess of their rateable proportion pursuant to their acceptance of the Offer provided that no Shareholder shall be required to purchase Purchased Shares below his or her rateable portion or in excess of the number of Purchased Shares specified in its acceptance of the Offer.

(b) The closing of the transaction of purchase and sale pursuant to the Offer shall take place on the date which is thirty days after the expiry of the Offer Period.

2.3 Third Party Sale

If no Shareholder accepts the Offer during the Offer Period or if all not all of the Purchased Shares are accepted to be purchased, then, subject to the provisions of this Section 2, the Corporation shall be entitled, within a period of thirty days after the expiry of the Offer Period, to sell the Purchased Shares to the Buyer in accordance with the Third Party Offer.

ARTICLE 3
BOARD REPRESENTATION

3.1 Shareholder Nominees

(a) For so long as the Shareholder's Percentage is at least 10%, the Shareholder shall be entitled to designate two individuals, who may be a non-resident of Canada and a director or officer of the Shareholder or any of its Affiliates, to be nominated to serve as a director of PsHolix (the "**Shareholder Nominees**"). For the avoidance of doubt, although the Shareholders may have the right to nominate the Shareholders Nominees, the Shareholders shall not be required to nominate the Shareholder Nominees.

(b) The PsHolix Board shall be fixed at two (2) directors for a period of thirty six (36) months from the Closing Date.

(c) The Shareholder Nominees must consent in writing to serve as a director of the Corporation and meet all statutory and stock exchange requirements for membership on the PsHolix Board.

(d) Following receipt of notice from the Shareholders designating the initial Shareholder Nominees, the Corporation shall use its commercially reasonable efforts to appoint such Shareholder Nominees to the PsHolix Board as promptly as practicable pursuant to the power of the PsHolix Board to appoint additional directors between shareholder meetings or to fill a vacancy on the PsHolix Board.

(e) The Corporation shall provide the Shareholder with not less than 30 days' notice in advance of any meeting of shareholders at which directors will be elected or other occasion for the appointment of directors to enable the Shareholder to elect whether to exercise its right to nominate the Shareholder Nominees. If the Shareholder desires to nominate the Shareholder Nominees, the Shareholder shall advise the Corporation in writing of the name of the Shareholder Nominees within ten Business Days after receiving such notice. If the Shareholder does not advise the Corporation of the Shareholder Nominees within such ten Business Day period, then the Shareholder will be deemed to have designated the incumbent Shareholder Nominees for nomination for election at the relevant meeting of the shareholders (unless the Shareholder otherwise notifies the Corporation within such ten Business Day period).

(f) If a Shareholder Nominees ceases to hold office as a director of the Corporation for any reason (including as a result of a resignation by the Shareholder Nominees tendered pursuant to PsHolix's by-laws), other than as a result of the Shareholders no longer being entitled to nominate such Shareholder Nominees pursuant to Section 3.1(a), the Shareholders shall be entitled to nominate an individual to replace him or her and the Corporation shall use commercially reasonable efforts to appoint such individual to the PsHolix Board to replace a Shareholder Nominee who has ceased to hold office, including pursuant to the power of the PsHolix Board to appoint additional directors between shareholders' meetings or to fill a vacancy on the PsHolix Board.

ARTICLE 4
OTHER COVENANTS

4.1 Majority Approval of Certain Transactions

For so long as the Shareholder's Percentage is at least 10%, without the express consent of the PsHolix Board, the Corporation will not undertake any material transaction which would have the effect of altering the business of PsHolix, as follows:

(a) Entering into any contract, agreement or commitment out of the ordinary course of business of PsHolix or acquire or establish any additional business or make any material change in, or terminate or suspend any material part of, its existing business;

(b) appoint or remove any officers or executive management employees of PsHolix, with the exception of the removal of an officer or executive management employee of PsHolix following an independent investigation completed by a qualified person retained by PsHolix in the event such qualified person concludes in writing that the officer or executive management employee has acted criminally, fraudulently or with gross negligence or willful misconduct or that his or her continued involvement as an officer or executive management employee of PsHolix could prove significantly detrimental to PsHolix as a result of the personal or professional conduct of the officer or executive management employee;

(c) sell or otherwise dispose of, by conveyance, transfer, lease or otherwise, its undertaking as an entirety or substantially as an entirety or amalgamate or merge with or into any other corporation or apply to be continued as a corporation under the laws of any jurisdiction; or

(d) sell or otherwise dispose of, by conveyance, license, transfer, lease or otherwise encumber the Patents or Technology of the PsHolix.

ARTICLE 5
MISCELLANEOUS

5.1 Termination

This Agreement shall terminate following such time as the Shareholder's Percentage is less than 10%. Upon termination of this Agreement, no party shall have any further obligations or liabilities hereunder; provided, that such termination shall not (a) relieve any party from liability for any breach of this Agreement prior to such termination, or (b) diminish, terminate, derogate or impair any rights of a Shareholder Nominees or the obligations of the Corporation described in Article 3.

5.2 Notices

All notices, requests, claims, demands or other communications hereunder shall be in writing and shall be deemed given when delivered personally or pre-paid courier, upon receipt of a transmission confirmation if sent by email or other like electronic transmission (with confirmation) and on the next Business Day when sent by overnight courier to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) If to the Corporation:

[REDACTED]

(ii) If to the Shareholder:

[REDACTED]

5.3 Public Disclosure and Consent

The Shareholder hereby consents to the Corporation filing a copy of this Agreement on SEDAR, if required. The Shareholder further acknowledges and agrees that once it has approved the form, nature and extent of any disclosure, subsequent approval will not be required for so long as the disclosure is not materially amended.

5.4 Execution in Counterpart

This Agreement may be executed in one or more counterparts (by manual or facsimile signature), each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and receipt of a facsimile version or PDF Version of an executed signature page by a party shall constitute satisfactory evidence of execution of this Agreement by such party.

5.5 Amendment and Waiver

This Agreement or any provision hereof may not be amended except in writing signed by each of the parties hereto expressly so modifying such agreement or provision. The agreements set forth in this Agreement may be modified or waived only in writing by the party to whom such compliance is owed. It is further understood and agreed that no failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

5.6 Assignment

Neither party may assign this Agreement or any interests, rights or benefits therein or thereunder without the prior written consent of the other party.

[*Remainder of page intentionally left blank. Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

METAVISTA3D INC.

By: ______________________________
Authorized Signing Officer

PSHOLIX SHAREHOLDERS:

____
CHRISTINA KAUFMANN

____
SVEN KAUFMANN

LEO INVESTMENT AG

By: ______________________________
Name:
Title:

GLOBAL GROWTH VENTURES LTD.

By: ______________________________
Name:
Title:

UNO FUNDS STC B.V.

By: ______________________________
Name:
Title:

SCHEDULE "A"
SHAREHOLDERS

Schedule 3.01(n)

Required Consents

1. None