SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (this "**Agreement**"), dated as of February 11 , 2020, is entered into among Nikolas Dafopoulos (the "**Vendor**"), WELL Health Technologies Corp.**,** a British Columbia corporation (the "**WELL**"), and WELL EMR Group Inc., a British Columbia Corporation (the "**Purchaser**", and together with WELL the "**Purchasers**").

RECITALS

WHEREAS:

A. The Vendor owns all of the Shares in the capital of MedBASE Software Inc., an Ontario corporation (the "**Corporation**");

B. The Vendor wishes to sell to Purchaser, and Purchaser wishes to purchase from the Vendor, the Shares, subject to the terms and conditions set forth herein; and

C. The Purchaser is a wholly owned subsidiary of WELL, and WELL wishes to pay a portion of the Purchase Price, as defined herein, issuable in Common Shares, as defined herein, on behalf of the Purchaser.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

The following terms have the meanings specified or referred to in this Article 1:

"**Accounts Receivable**" means all receivables of the Corporation as of the Calculation Time, determined on a gross basis in accordance with GAAP consistently applied.

"**Acquisition Proposal**" has the meaning set forth in Section 6.3(a).

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, judicial or quasi-judicial inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, notice of assessment, notice of reassessment or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity.

"**Affiliate**" when used to indicate a relationship with a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly. For the purposes of this definition, "control", when used with respect to any specified Person, means the power to direct the management and policies of that Person directly or indirectly, whether through ownership of securities, by trust, by contract or otherwise; and the term "controlled" has a corresponding meaning; *provided that*, in any event, any Person that owns directly, indirectly or beneficially 50% or more of the securities having voting power for the election of directors or other governing body of a corporation or 50% or more of the partnership interests or other ownership interests of any other Person will be deemed to control that Person.

"**Agreement**" has the meaning set forth in the preamble.

"**Applicable Securities Laws**" means all securities and corporate laws, rules, regulations, instruments, notices, blanket orders, decision documents, statements, circulars, procedures and policies that are applicable to WELL.

"**Articles**" means the original or restated articles of incorporation, articles of amendment, articles of continuance, articles of amalgamation, articles of arrangement, articles of reorganization, articles of dissolution, articles of revival, articles of constitution, letters patent, supplemental letters patent, a special act, memorandum and articles of association or any other instrument by which a corporation is incorporated.

"**Assessment**" has the meaning set forth in Section 6.11(d).

"**Assets**" means all of the assets, including Non-EMR Assets and EMR Assets, real and personal, tangible and intangible of the Corporation.

"**Balance Sheet**" has the meaning set forth in the definition of "Financial Statements" in this Article 1.

"**Balance Sheet Date**" has the meaning set forth in the definition of "Financial Statements" in this Article 1.

"**Base Closing Cash Payment**" means $275,000.00.

"**Basket**" has the meaning set forth in Section 8.4(a).

"**Benefit Plan**" means all employee benefit plans, agreements, programs, policies, practices, material undertakings and arrangements (whether oral or written, formal or informal, funded or unfunded) maintained for, available to or otherwise relating to any employees, directors or officers or former employees, directors or officers of the Corporation, or any spouses, dependents or survivors of any employee or former employee of the Corporation, or in respect of which the Corporation is a party to or bound by or is obligated to contribute or in any way liable, whether or not insured or whether or not subject to any Law, including bonus, deferred compensation, incentive compensation, share purchase, share appreciation, share option, severance and termination pay, hospitalization, health and other medical benefits including medical or dental treatment or expenses, life and other insurance including accident insurance, vision, legal, long-term and short-term disability, salary continuation, vacation, supplemental unemployment benefits, education assistance, equity or equity-based compensation, change of control benefits, profit-sharing, mortgage assistance, employee loan, employee assistance and pension, retirement and supplemental retirement plans (including any defined benefit or defined contribution Pension Plan and any group registered retirement savings plan), and supplemental pension, except that the term "Benefit Plans" shall not include any statutory plans with which the Corporation is required to comply, including the Canada Pension Plan, Québec Pension Plan and plans administered under applicable provincial health tax, workers' compensation, workplace health and safety and employment insurance legislation.

"**Books and Records**" means: (a) all of the Corporation's books of account, accounting records and other financial data and information, including copies of filed Tax Returns and Assessments for each of the financial years of the Corporation commencing after the Tax year ended seven years before the date of this Agreement excluding the Assessment for the most recently completed financial period; (b) the corporate records of the Corporation; (c) all services and purchase records, lists of suppliers, patients and customers, credit and pricing information, formulae, business, engineering and consulting reports and research and development information of, or relating to, the Corporation or the Business; and (d) all other books, documents, files, records, telephone call recordings, correspondence, data and information, financial or otherwise, that are in the possession or under the control of the Corporation, Vendor or an Affiliate thereof, including all data and information stored electronically or on computer related media.

"**Business**" means the primary business of the Corporation conducted prior to the Closing Date of providing services and support related to OSCAR electronic medical records software and related services, which, at Closing, shall be the only business conducted by the Corporation.

"**Business Day**" means any day except Saturday, Sunday or any other day on which banks located in either of Vancouver, British Columbia and Toronto, Ontario are authorized or required by Law to be closed for business.

"**Calculation Time**" means 11:59 p.m. Vancouver, British Columbia, time on the day immediately preceding the Closing Date.

"**Cash and Securities**" means: (a) cash, excluding restricted cash; (b) money in bank accounts plus uncleared deposits less outstanding cheques; (c) guaranteed income certificates, certificates of deposit, banker's acceptances and similar instruments issued by a Canadian financial institution; and (d) marketable securities of the Corporation, determined in accordance with GAAP consistently applied, the whole calculated as of or before the date of the Closing Working Capital Statement.

"**CASL**" means an *Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada).*

"**Closing**" has the meaning set forth in Section 2.5.

"**Closing Date**" means April 1, 2020 or such other date as may be agreed upon by the parties to this Agreement.

"**Closing Date Tax Year**" has the meaning set forth in Section 6.11(a).

"**Closing Time**" means 12:01 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the parties agree in writing that the Closing shall take place.

"**Closing Working Capital**" means the Current Assets of the Corporation, less: (a) the Current Liabilities of the Corporation; (b) Accounts Receivable with a collection date equal to or in excess of 90 days from the Closing Date; (c) any Accounts Receivable which are estimated to be uncollectible following the Closing Date; (d) any chargebacks processed; and (e) any refunds processed, all of which are determined as of the Calculation Time.

"**Closing Working Capital Statement**" has the meaning set forth in Section 2.4(b)(i).

"**Collective Agreement"** means any collective agreement, letter of understanding, letter of intent or other written communication or Contract with any trade union, association that may qualify as a trade union, council of trade unions, employee bargaining agent or affiliated bargaining agent, which would cover any of the Employees.

"**Common Shares**" means common shares in the capital of WELL.

"**Confidentiality Contracts**" has the meaning set out in Section 3.10(a)(vi).

"**Consideration Shares**" means the Common Shares issued by WELL to the Vendor as part of the Purchase Price, as determined in accordance with Section 2.2(b).

"**Consulting Agreement**" means the consulting agreement between the Purchaser and the Vendor**,** in the form attached hereto as Schedule B.

"**Contracts**" means all contracts, leases, deeds, mortgages, licences, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

"Corporate Planning Memo" has the meaning set forth in Section 6.18(b).

"**Corporation**" has the meaning set forth in the recitals.

"**Corporate IP**" means all Intellectual Property that is owned or used by the Corporation.

"**Corporate IP Agreements**" means all licences, sublicences, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to Intellectual Property to which the Corporation is a party, beneficiary or otherwise bound.

"**Corporate IP Registrations**" means all Corporate IP that is subject to any issuance registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trade-marks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"**Current Assets**" means Cash and Securities, Accounts Receivable, inventories and prepaid expenses and deposits of the Corporation as at the Calculation Time, determined in accordance with GAAP consistently applied, but does not include: (a) the portion of any prepaid expense of which Purchaser will not receive the benefit following the Closing; and (b) deferred Tax assets.

"**Current Liabilities**" means, without duplication, payables, accrued liabilities, bank indebtedness, accrued Taxes and other accrued charges of the Corporation, determined in accordance with GAAP consistently applied, but does not include: (a) accrued provisions, including the applicable percentage of Tax credits claimed in the Tax Return for the taxation year of the Corporation deemed under section 249(4)(a) of the Tax Act to have ended as a result of the transactions contemplated by this Agreement where the amount of these Tax credits are required to be included in income for the immediately following taxation year to the extent that such amount is not offset by non-capital losses of the Corporation; (b) deferred Tax liabilities; and (c) the current portion of long term debt, determined in accordance with GAAP consistently applied.

"**Direct Claim**" has the meaning set forth in Section 8.5(c)).

"**Disclosure Schedules**" means the schedules attached to this Agreement delivered by the Vendor to the Purchasers concurrently with the execution and delivery of this Agreement.

"**Disposal**" means any disposal by any means, including dumping, incineration, spraying, pumping, injecting, depositing or burying.

"**Disputed Amounts**" has the meaning set forth in Section 2.4(c)(iii).

"**Dollars**" or "**$**" means the lawful currency of Canada.

"**Employees**" means those individuals employed by the Corporation on the date of this Agreement.

"**EMR**" means Electronic Medical Records.

"**EMR Assets**" means all of the assets, real and personal, tangible and intangible, which are owned or held by the Corporation and used in the Business, and which are set forth in Section 1.1(a) of the Disclosure Schedules.

"**Encumbrances**" means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under sections 426 or 427 of the *Bank Act* (Canada), trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive licence or sole licence, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting the Corporation, the Shares or the Assets.

"**Equity Compensation Plans**" means any deferred profit sharing plans, employee profit-sharing plans and equity compensation plans that provide for grants of restricted shares or performance bonuses.

"**Escrow Agent**" means Clark Wilson LLP.

"**Escrow Agreement**" means the escrow agreement to be entered into by the Escrow Agent, the Purchaser, and the Vendor on or prior to the Closing Date in the form attached hereto as Schedule A.

"**Escrow Amount**" has the meaning set forth in Section 2.2.

"**Estimated Closing Cash Payment**" means an amount equal to the sum of Base Closing Cash Payment: (a) less the amount, if any, by which the Working Capital Target exceeds the Estimated Closing Working Capital; or (b) plus the amount, if any, by which the Estimated Closing Working Capital exceeds the Working Capital Target, as applicable.

"**Estimated Closing Working Capital**" has the meaning set forth in Section 2.4(a).

"**Estimated Closing Working Capital Statement**" has the meaning set forth in Section 2.4(a).

"**Exchange**" means the Toronto Stock Exchange.

"**Exchange Approval**" has the meaning set forth in Section 6.14.

"**Final Closing Cash Payment**" means an amount equal to the sum of Base Closing Cash Payment: (a) less the amount, if any, by which the Working Capital Target exceeds the Closing Working Capital; or (b) plus the amount, if any, by which the Closing Working Capital exceeds the Working Capital Target, as applicable.

"**Financial Statements**" means collectively the unaudited and unconsolidated financial statements of the Corporation prepared on a Notice to Reader Basis for the period ended July 31, 2019, and the unaudited and management prepared unconsolidated financial statements of the Corporation for the financial period ended November 30, 2019 (the "**Balance Sheet Date**"), consisting of a balance sheet (the "**Balance Sheet**"), statement of earnings (loss) and retained earnings, statement of cash flows and the related notes thereto.

"**GAAP**" means generally accepted accounting principles as set forth in the *CPA Canada Handbook – Accounting* for an entity that prepares its financial statements in accordance with Accounting Standards for Private Enterprises, at the relevant time, applied on a consistent basis.

"**Governmental Authority**" means: (a) any court, tribunal, judicial body or arbitral body or arbitrator; (b) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (c) any subdivision or authority of any of the foregoing; and (d) any quasi-governmental or private body or public body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of the foregoing.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination, award, decision, sanction or ruling entered by or with any Governmental Authority.

"**GST**" means all taxes levied under Part IX of the *Excise Tax Act* (Canada).

"**Indemnified Party**" has the meaning set forth in Section 8.5.

"**Indemnifying Party**" has the meaning set forth in Section 8.5.

"**Independent Accountant**" has the meaning set forth in Section 2.4(c)(iii).

"**Independent Contractor**" means: (a) any individual who is not, or was not (with respect to former Independent Contractors), an employee, officer or director of the Corporation, or any such individual's personal services company, and which individual or personal services company receives or received remuneration from the Corporation under a Contract for services; and (b) any individual who is an employee, officer or director of the Corporation, but who in the past was an individual who was not an employee, officer or director of the Corporation or any such individual's personal services company, and which individual or personal services company received remuneration from the Corporation under a Contract for services.

"**Insurance Policies**" has the meaning set forth in Section 3.18.

"**Intellectual Property**" means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, under the Laws of any jurisdiction throughout the world, all registrations and applications for, and renewals and extensions of, such rights, and the goodwill connected with the use of and symbolized by any of the foregoing, including any and all: trade-marks, service marks, trade names and similar designations of source or origin; websites and domain names; copyrights, designs and design registrations, and works of authorship, whether or not copyrightable; industrial designs; trade secrets; inventions and invention disclosures, whether or not patentable; integrated circuit topographies and mask works; and patents (including all registrations, reissues, divisional applications or analogous rights, continuations, continuations-in-part and extensions thereof).

"**Interim Period**" means the period of time from and including the date of this Agreement to the Closing Time.

"IP Assignments" has the meaning set forth in Section 6.16(b).

"**Law**" means any statute, law, ordinance, regulation, rule, instrument, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"**Liabilities**" has the meaning set forth in Section 3.8.

"**Losses**" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges on a solicitor-client basis and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided that "Losses" shall not include punitive or exemplary damages, except in the case of fraud or to the extent actually awarded to a Governmental Authority or other third party.

"**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise) or assets of the Corporation; or (b) the ability of the Vendor to consummate the transactions contemplated hereby on a timely basis; provided that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Corporation operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement, except under Section 3.7; (vi) any changes in applicable Laws or accounting rules or principles, including GAAP; or (vii) the public announcement, pendency or completion of the transactions contemplated by this Agreement; provided further that any event, occurrence, fact, condition or change referred to in clauses (i) through (iv) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Corporation compared to other participants in the industries in which the Corporation conducts its businesses.

"**Material Contracts**" has the meaning set forth in Section 3.10(a).

"**Material Suppliers**" has the meaning set forth in Section 3.17.

"**Month-End Financial Statements**" means collectively the unaudited and management prepared unconsolidated financial statements of the Corporation for the most recent month-end period following the Balance Sheet Date consisting of a balance sheet and statement of earnings (loss) and retained earnings prepared consistently with the manner such documents have been prepared in prior periods.

"**NewCo**" means the newly incorporated entity by the name of MedBASE Solutions Inc., or some other similar name to be determined by the parties prior to Closing, incorporated for the purpose of carrying out the Pre-Closing Reorganization and continuation of the Non-EMR Business by the Vendor.

"Non-Current Liabilities" mean the long-term liabilities of the Corporation that are not due to be paid within 12 months during the normal course of business in accordance with GAAP.

"**Non-EMR Assets**" means all of the assets, real and personal, tangible and intangible, which are owned or held by the Corporation but that are not used to conduct the Business, and which are set forth in Section 1.1(a) of the Disclosure Schedules.

"**Non-EMR Business**" means any operations of the company which are not related to the Business.

"Notice" has the meaning set forth in Section 6.11(b).

"**Occupational Health and Safety Acts**" means the *Workers Compensation Act* (Ontario) and all other legislation of any applicable jurisdiction dealing with any of the subject matter of that Act or with respect to any aspect of the occupational health and safety of employees.

"**Ordinary Course**", when used in relation to the conduct of the Business, means any transaction that constitutes an ordinary day-to-day business activity of the Corporation conducted in a manner consistent with the Corporation's past practice.

"**OSCAR**" means the Open Source Clinical Application and Resource as developed by McMaster University and contributed to as part of the open OSCAR community.

"**Outside Date**" means April 30, 2020.

"**Pension Plan**" means a "registered pension plan" as that term is defined in section 248(1) of the Tax Act.

"**Permits**" means all permits, licences, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"**Permitted Encumbrances**" means: (a) statutory Encumbrances for current Taxes, special assessments or other governmental charges not yet due and payable or delinquent or, if overdue, are being contested diligently and in good faith by appropriate proceedings and for which adequate reserves are being maintained and for which appropriate accruals have been established in the Financial Statements, as applicable, in accordance with GAAP; (b) statutory liens and deposits or pledges made in connection with, or to secure payment of, worker's compensation, employment insurance, Canada Pension Plan and Québec Pension Plan programs mandated under Law and for which appropriate accruals have been established in accordance with GAAP; (c) restrictions on the transfer of securities arising under Law or under the Articles of the Purchaser or its subsidiaries, as applicable; (d) the rights of counterparties under any Contracts; (e) undetermined or inchoate Encumbrances imposed or permitted by laws and incurred in the Ordinary Course or the ordinary course of the business of the Purchaser or its subsidiaries, as applicable, such as builder's liens, construction liens, materialmens' liens and other liens, privileges or other charges of a similar nature that relate to obligations not due (or delinquent or, if due and delinquent, are being contested diligently and in good faith by appropriate proceedings and for which adequate reserves are being maintained; (f) security given in the Ordinary Course or the ordinary course of the business of the Vendor or its subsidiaries, to a public utility or any municipality or governmental or public authority in connection with the operation of the Business or the business of the Purchaser or its subsidiaries, as applicable; and (g) Encumbrances listed in Section 1.1(c) of the Disclosure Schedules.

"**Person**" means an individual, corporation, company, limited liability company, body corporate, partnership, joint venture, Governmental Authority, unincorporated organization, trust, association or other entity.

"**Personal Information**" means any factual or subjective information, recorded or not, about an employee, Independent Contractor, contractor, agent, consultant, officer, director, executive, client, customer or supplier of the Corporation who is a natural person or a natural person who is a shareholder of the Vendor, or about any other identifiable individual, including any record that can be manipulated, linked or matched by a reasonably foreseeable method to identify an individual, but does not include the name, title, business address or telephone number of an employee of the Corporation.

"**Post-Closing Adjustment**" has the meaning set forth in Section 2.4(b)(ii).

"**Pre-Closing Reorganization**" means the incorporation of NewCo and the ultimate transfer of the Non-EMR Assets and Non-EMR Business to NewCo, which shall take place prior to the Closing in accordance with Section 6.18.

"**Pre-Closing Shares**" means all of the issued and outstanding shares in the capital of the Corporation prior to the Pre-Closing Reorganization, being one (1) Common share.

"**Pre-Closing Tax Period**" shall mean any Tax Period ending before the Closing and any pre-Closing portion of a Straddle Period.

"**Privacy Law**" means the *Personal Information Protection and Electronic Documents Act* (Canada) and the *Personal Information Protection Act* (Ontario).

"**Purchase Price**" has the meaning set forth in Section 2.1.

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchasers**" has the meaning set forth in the preamble.

"**Purchaser Employees**" means those individuals employed by the Purchaser and Affiliates of the Purchaser on the date of this Agreement.

"**Purchaser Indemnitees**" has the meaning set forth in Section 8.2.

"**Purchaser's Accountant**" means PricewaterhouseCoopers.

"**Purchaser's Knowledge**" or any other similar knowledge qualification, means the actual or constructive knowledge of the President of the Purchaser, after having made reasonable inquiry of those persons who should have appropriate knowledge regarding the relevant matter after reviewing this Agreement, in order to provide the representations and warranties in this Agreement.

"**Real Property**" means rights, title, estate and interest, present or future, in and to any lands or premises, including buildings, erections, structures, fixtures and improvements of any nature or kind now and hereafter situated thereon and all other appurtenances thereto.

"**Related Party**" has the meaning set forth in Section 3.24(b).

"**Related Party Debt**" means all Liabilities owed by the Corporation to the Vendor or any other Related Party.

"**Related Person**" has the meaning set forth in Section 3.24(a).

"**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, lawyers, accountants and other agents of such Person.

"**Resolution Period**" has the meaning set forth in Section 2.4(c)(ii).

"**Restricted Period**" has the meaning set forth in Section 6.8(a).

"**Restrictive Covenants**" has the meaning set forth in Section 6.8(f).

"**Review Period**" has the meaning set forth in Section 2.4(c)(i).

"**Security Incident**" means (a) any breach of the Corporation's databases or Systems resulting from any virus, timer, clock, counter, time lock, time bomb, Trojan horse, worms, file infectors, or boot sector infectors, design, instruction, routine or surveillance Software, codes or routines, or any type of deficiency in the Corporation's databases or Systems that would reasonably be expected, if triggered, to: (i) erase data or programming; (ii) have a material adverse impact on the Business, Personal Information or other data of the Business; (iii) cause the Systems of the Corporation to become inoperable or otherwise incapable of being used in the full manner for which such Systems were intended to be used; (iv) would allow access to the Corporation's databases or Systems in an unauthorized manner; or (v) allow the Systems or databases to be exposed to any type of malware, ransomware or hacking attack; or (b) any failure of the Corporation's back-up data processing services.

"**Selected CPA Firm**" has the meaning set forth in Section 6.11(b).

"**Shares**" means all of the issued and outstanding shares in the capital of the Corporation following the Pre-Closing Reorganization, being one (1) Common share.

"**Software**" means computer programs, operating systems, applications, interfaces, applets, software scripts, macros, firmware, middleware, development tools and other codes, instructions or sets of instructions for computer hardware or software, including SQL and other query languages, hypertext markup language, wireless markup language, xml and other computer markup languages, in object, source code or other code format.

"**Straddle Period**" means any Tax Period beginning before the Closing and ending after the Closing.

"**Statement of Objections**" has the meaning set forth in Section 2.4(c)(ii).

"**Systems**" has the meaning set forth in Section 3.14(i).

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Tax**" or "**Taxes**" means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of any nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including GST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan and Québec Pension plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Governmental Authority including any installment payments, interest, penalties or other additions associated therewith, whether or not disputed.

"**Tax Period**" means any period prescribed by any Governmental Authority for which a Tax Return is required to be filed or Tax is required to be paid.

"**Tax Return**" means all reports, returns, information returns, claims for refunds, elections, designations, estimates, reports and other documents, including any schedule or attachments thereto, filed or required to be filed or supplied to any Governmental Authority in respect of Taxes and including any amendment thereof or attachment thereto.

"Termination Documents" has the meaning set forth in Section 6.16(a).

"**Third Party Claim**" has the meaning set forth in Section 8.5(a).

"**Time Based Earn-Out**" means the earn-out payable by the Purchaser to the Vendor as part of the Purchase Price as further described in Sections 2.6.

"**Time Based Earn-Out Multiple**" means 12.

"**Time Based Earn-Out Payment**" has the meaning set out in Section 2.6.

"**Time Based Earn-Out Payment Date**" means each date that the Purchaser is required to pay the Vendor an aggregate of 12 quarterly Time Based Earn-Out Payments following the Closing Date for the Time Based Earn-Out Period. For greater certainty, the Time Based Earn-Out Payment Dates consist of a payment on the date that is 3, 6, 9, 12, 15, 18, 21, 24, 27, 30, 33 and 36 months following the Closing Date for the Time Based Earn-Out Period.

"**Time Based Earn-Out Period**" means the period beginning on the Closing Date and ending on the third anniversary of the Closing Date.

"**Transaction Documents**" means this Agreement, the Escrow Agreement, the Consulting Agreement, the IP Assignments and the Termination Documents.

"**Undisputed Amounts**" has the meaning set forth in Section 2.4(c)(iii).

"**Vendor**" has the meaning set forth in the preamble.

"**Vendor's Indemnitees**" has the meaning set forth in Section 8.3.

"**Vendor's Knowledge**" or any other similar knowledge qualification, means the actual or constructive knowledge of the Vendor, after having made reasonable inquiry regarding those matters that a reasonable vendor would consider material in order to provide the representations and warranties in this Agreement.

"**WELL**" has the meaning set forth in the preamble.

"**WELL's Knowledge**" or any other similar knowledge qualification, means the actual or constructive knowledge of the Chief Executive Officer of WELL, after having made reasonable inquiry of those persons who should have appropriate knowledge regarding the relevant matter after reviewing this Agreement, in order to provide the representations and warranties in this Agreement.

"**Working Capital Target**" means $20,000.

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale

Subject to the terms and conditions set forth herein, at the Closing, the Vendor shall sell to Purchaser, and Purchasers shall purchase from the Vendor, the Shares, free and clear of all Encumbrances, for the consideration specified in Section 2.2 (the "**Purchase Price**").

2.2 Purchase Price

The Purchase Price for the Shares shall be $650,000.00, subject to adjustment under Section 2.4, consisting of the following:

(a) the Estimated Closing Cash Payment payable by the Purchaser to the Vendor in cash on the Closing Date;

(b) $162,500.00 issuable by WELL, on behalf of the Purchaser, to the Vendor in Consideration Shares at a deemed price per share that is equal to the prior 5-day volume-weighted average trading price of the Purchaser's Stock immediately prior to the public announcement of this Agreement and the transactions contemplated hereunder, subject to the policies of the Exchange (the "**Consideration Shares**");

(c) $50,000.00 (the "**Escrow Amount**") deposited by the Purchaser with the Escrow Agent on the Closing Date to be held in accordance with the Escrow Agreement; and

(d) $162,500.00 payable by the Purchaser to the Vendor in cash during the Time Based Earn-Out Period as the Time Based Earn-Out in accordance with Section 2.6.

2.3 Transactions to be Effected at the Closing

(a) At the Closing, WELL, on behalf of the Purchaser, shall deliver to the Vendor share certificates evidencing the Consideration Shares.

(b) At the Closing, Purchaser shall:

(i) deliver to the Vendor:

A. the Estimated Closing Cash Payment by certified cheque, bank draft, or wire transfer; and

B. the Transaction Documents and all other agreements, documents, instruments or certificates required to be delivered by Purchaser at or before the Closing under Section 7.3; and

(ii) deliver the Escrow Amount to the Escrow Agent by certified cheque, bank draft, or wire transfer.

(c) At the Closing, the Vendor shall deliver to Purchaser:

(i) share certificates representing the Shares, free and clear of all Encumbrances, duly endorsed in blank or accompanied by forms of share transfers or other instruments of transfer duly executed in blank; and

(ii) the Transaction Documents and all other agreements, documents, instruments or certificates required to be delivered by the Vendor at or before the Closing under Section 7.2.

2.4 Working Capital and Purchase Price Adjustment

(a) **Closing Working Capital Adjustment**

At least five Business Days before the Closing, the Vendor shall prepare and deliver to Purchaser a statement (the "**Estimated Working Capital Statement**") setting forth its good faith estimate of the Estimated Closing Cash Payment and Closing Working Capital (the "**Estimated Closing Working Capital**"), and shall contain an estimated balance sheet of the Corporation as of the Closing Date (without giving effect to the transactions contemplated herein), and a certificate of a duly appointed officer of the Corporation that the Estimated Closing Working Capital Statement was prepared using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Financial Statements.

(b) **Post-Closing Working Capital Adjustment**

(i) Within 90 days after the Closing Date, the Purchaser shall prepare and deliver to the Vendor a statement setting forth its calculation of the Final Closing Cash Payment and Closing Working Capital, which statement shall contain a management prepared unaudited balance sheet of the Corporation as of the Closing Date (without giving effect to the transactions contemplated herein), a calculation of Closing Working Capital (the "**Closing Working Capital Statement**") and a certificate of a duly appointed director or officer of the Purchaser that the Closing Working Capital Statement was prepared using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Financial Statements.

(ii) The post-closing adjustment shall be an amount equal to the Final Closing Cash Payment less the Estimated Closing Cash Payment (the "**Post-Closing Adjustment**"). If the Post-Closing Adjustment is a positive number, Purchaser shall pay to the Vendor an amount equal to the Post-Closing Adjustment and the Escrow Amount shall be released in accordance with the terms of the Escrow Agreement. If the Post-Closing Adjustment is a negative number, the Vendor shall pay to the Purchaser an amount equal to the Post-Closing Adjustment from the Escrow Account up to the Escrow Amount (or the balance thereof remaining in the Escrow Account), and, if such amount exceeds the Escrow Amount (or the balance thereof remaining in the Escrow Account), the Vendor shall pay the balance to the Purchaser. If the Estimated Closing Cash Payment is equal to the Final Closing Cash Payment, then there will be no Post-Closing Adjustment.

(c) **Examination and Review**

(i) **Examination**. After receipt of the Closing Working Capital Statement, the Vendor shall have 30 days (the "**Review Period**") to review the Closing Working Capital Statement. During the Review Period, the Vendor and his accountants shall have full access to the Books and Records, the personnel of, and working papers prepared by, Purchaser and Purchaser's Accountant to the extent that they relate to the Closing Working Capital Statement and to such historical financial information (to the extent in Purchaser's possession) relating to the Closing Working Capital Statement as the Vendor may reasonably request for the purpose of reviewing the Closing Working Capital Statement and to prepare a Statement of Objections; *provided that* such access shall be in a manner that does not interfere with the normal business operations of Purchaser or the Corporation.

(ii) **Objection**. On or before the last day of the Review Period, the Vendor may object to the Closing Working Capital Statement by delivering to Purchaser a written statement setting forth the Vendor's objections in reasonable detail, indicating each disputed item or amount and the basis for the Vendor's disagreement therewith (the "**Statement of Objections**"). If the Vendor fails to deliver the Statement of Objections before the expiration of the Review Period, the Closing Working Capital Statement and the Post-Closing Adjustment, as the case may be, reflected in the Closing Working Capital Statement shall be deemed to have been accepted by the Vendor. If the Vendor delivers the Statement of Objections before the expiration of the Review Period, Purchaser and the Vendor shall negotiate to resolve such objections within 30 days after the delivery of the Statement of Objections (the "**Resolution Period**"), and, if the same are so resolved within the Resolution Period, the Post-Closing Adjustment and the Closing Working Capital Statement with such changes as may have been previously agreed in writing by Purchaser and the Vendor shall be final and binding.

(iii) **Resolution of Disputes**. If the Vendor and Purchaser fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute (the "**Disputed Amounts**" and any amounts not so disputed, the "**Undisputed Amounts**") shall be submitted for resolution to the Vancouver office of Grant Thornton LLP or, if Grant Thornton LLP is unable to serve, Purchaser and the Vendor shall appoint by mutual agreement the office of an impartial nationally recognized firm of independent chartered professional accountants other than the accountant of the Vendor or Purchaser's Accountant (the "**Independent Accountant**") who, acting as an expert and not an arbitrator, shall resolve the Disputed Amounts only and make any adjustments to the Post-Closing Adjustment, as the case may be, and the Closing Working Capital Statement. The parties agree that all adjustments shall be made without regard to materiality. The Independent Accountant shall only decide the specific items under dispute by the parties and its decision for each Disputed Amount must be within the range of values assigned to each such item in the Closing Working Capital Statement and the Statement of Objections, respectively.

(iv) **Fees of the Independent Accountant**. The fees and expenses of the Independent Accountant shall be paid by the Vendor, on the one hand, and by Purchaser, on the other hand, based upon the percentage that the amount actually contested but not awarded to the Vendor or Purchaser, respectively, bears to the aggregate amount actually contested by the Vendor and Purchaser.

(v) **Determination by Independent Accountant**. The Independent Accountant shall make a determination as soon as practicable within 30 days (or such other time as the parties hereto shall agree in writing) after its engagement, and its resolution of the Disputed Amounts and their adjustments to the Closing Working Capital Statement or the Post-Closing Adjustment, or both, shall be conclusive and binding upon the parties hereto.

(vi) **Payments of Post-Closing Adjustment**. Except as otherwise provided herein, any payment of the Post-Closing Adjustment, together with interest calculated as set forth below, shall (A) be due (x) within five Business Days of acceptance of the applicable Closing Working Capital Statement, or (y) if there are Disputed Amounts, then within five Business Days of the resolution described in Section 2.4(c)(v); and (B) be paid by certified cheque or bank draft to such account as is directed by Purchaser or the Vendor as the case may be. The amount of any Post-Closing Adjustment shall bear interest from and including the Closing Date to but excluding the date of payment at a rate per annum equal to 5%. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding.

(d) **Adjustments for Tax Purposes**. Any payments or receipts made pursuant to Section 2.3 shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by Law.

2.5 Closing

Subject to the terms and conditions of this Agreement, the purchase and sale of the Shares contemplated hereby shall take place at a closing by way of the exchange between Purchasers' counsel and Vendor's counsel of executed documents and other deliverables on the basis of professional undertakings or trust conditions (the "**Closing**").

2.6 Time Based Earn-Out

(a) **Calculation**. As additional consideration for the Shares and on the Time Based Earn-Out Payment Dates, Purchaser shall pay to the Vendor, during the Time Based Earn-Out Period, an amount equal to $162,500.00 divided by the Time Based Earn-Out Multiple (each payment, a "**Time Based Earn-Out Payment**").

(b) **Acceleration**. At any time after the Closing Date, Purchaser may, in its sole discretion, elect to pay the remaining outstanding amount of the Time Based Earn-Out without penalty or premium which, upon payment thereof, shall fully release and discharge Purchaser, its successors and assigns from any further liability or obligation thereunder.

(c) **Guarantee.** WELL hereby guarantees to the Vendor the Purchaser's obligation to make any Time Based Earn-Out Payment on the relevant Time Based Earn-Out Payment Date in accordance with this Section 2.6. In the event that the Purchaser is unable to make any Time Based Earn-Out Payment within thirty (30) days of the relevant Time Based Earn-Out Payment Date, then upon written notice from the Vendor, WELL shall promptly pay to the Vendor any overdue and unpaid Time Based Earn-Out Payment.

2.7 Applicable Securities Laws

The Vendor acknowledges and agrees that the Consideration Shares will be issued pursuant to an exemption from Applicable Securities Laws in accordance with Section 2.16 of National Instrument 45-106. The Vendor acknowledges and agrees that the share certificates evidencing the Consideration Shares that are issuable to the Vendor on the Closing Date will be subject to a hold period of four months and one day from the Closing Date.

2.8 Tax Election

At the request of the Vendor, the Purchaser will complete, sign and deliver the form of joint election prescribed by section 85(1) of the Tax Act with the respective Vendor in respect of that part of the Purchase Price that was paid by the issuance of the Consideration Shares (the "**Section 85 Election**"), which Section 85 Election will specify as the "agreed amount" the Vendor's adjusted costs base of its Shares.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, the Vendor represents and warrants to each of the Purchasers that the statements contained in this Article 3 are true and correct as of the date hereof with the exception of Sections 3.4, 3.12, 3.20(b) and 3.24 which will be true and correct only at the Closing Date.

3.1 Authorization of the Vendor

This Agreement has been duly executed and delivered by the Vendor, and (assuming due authorization, execution and delivery by Purchaser), this Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms. When each other Transaction Document to which the Vendor is or will be a party has been duly executed and delivered by the Vendor (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal, valid and binding obligation of the Vendor enforceable against him in accordance with its terms.

3.2 Corporate Status and Extra-Provincial Registration of the Corporation

The Corporation is a corporation incorporated and validly existing under the Laws of Ontario and has not been discontinued or dissolved under such Laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution or, to the Vendor's Knowledge, the bankruptcy, insolvency, liquidation or winding up of the Corporation. The Corporation has submitted all notices or returns of corporate information and other filings required by Law to be submitted by it to any Governmental Authority. The Corporation has the corporate power and capacity to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it has been and is currently conducted. Section 3.2 of the Disclosure Schedules sets forth each jurisdiction in which the Corporation is licenced or registered to carry on business, and the Corporation is duly licenced or registered to carry on business and has submitted all notices or returns of corporate information and other filings required by Law to be submitted by it to any Governmental Authority in each jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or registration necessary. All corporate actions taken by the Corporation in connection with this Agreement and the other Transaction Documents will be duly authorized on or before the Closing. The Corporation is a "private issuer" with the meaning of section 2.4(1) of National Instrument 45-106 - *Prospectus Exemptions*.

3.3 Capitalization

(a) The authorized capital of the Corporation consists of an unlimited number of common shares and an unlimited number of special shares, of which only the Pre-Closing Shares are issued and outstanding. All of the Pre-Closing Shares have been duly authorized, are validly issued, fully paid and non-assessable. The Vendor represents and warrants that it is the registered and beneficial owner of the Pre-Closing Shares free and clear of all Encumbrances and that upon consummation of the transactions contemplated by this Agreement, the Purchaser shall own all of such Pre-Closing Shares, free and clear of all Encumbrances.

(b) All of the Pre-Closing Shares were issued in compliance with applicable Laws. None of the Pre-Closing Shares were issued in violation of any agreement, arrangement or commitment to which the Vendor or the Corporation is a party or is subject to or in violation of any preemptive or similar rights of any Person.

(c) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any shares in the capital of the Corporation or obligating the Vendor or the Corporation to issue or sell any shares of, or any other interest in, the Corporation, except as contemplated in relation to the Pre-Closing Reorganization. The Corporation does not have outstanding or authorized any share appreciation, phantom share, profit participation, Equity Compensation Plans or similar rights. Except as set out in Section 3.3(c) of the Disclosure Schedules, there are no voting trusts or agreements, pooling agreements, unanimous shareholder agreements or other shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Shares.

3.4 Capitalization at Closing

(a) Following the Pre-Closing Reorganization, the authorized capital of the Corporation consists of an unlimited number of common shares and an unlimited number of special shares, of which only the Shares are issued and outstanding and constitute the Shares to be purchased by the Purchaser subject to the terms and conditions of this Agreement. All of the Shares have been duly authorized, are validly issued, fully paid and non-assessable. The Vendor represents and warrants that it is the registered and beneficial owner of the Shares free and clear of all Encumbrances and that upon consummation of the transactions contemplated by this Agreement, the Purchaser shall own all of such Shares, free and clear of all Encumbrances.

(b) All of the Shares were issued in compliance with applicable Laws. None of the Shares were issued in violation of any agreement, arrangement or commitment to which the Vendor or the Corporation is a party or is subject to or in violation of any preemptive or similar rights of any Person.

(c) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any shares in the capital of the Corporation or obligating the Vendor or the Corporation to issue or sell any shares of, or any other interest in, the Corporation. The Corporation does not have outstanding or authorized any share appreciation, phantom share, profit participation, Equity Compensation Plans or similar rights. Except as set out in Section 3.4(c) of the Disclosure Schedules, there are no voting trusts or agreements, pooling agreements, unanimous shareholder agreements or other shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Shares.

3.5 No Subsidiaries

The Corporation does not own, or have any interest in any shares or have securities, or another ownership interest, in any other Person.

3.6 No Conflicts; Consents

The execution, delivery and performance by the Vendor of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation, breach of, or default under, any provisions of the Articles, Notice of Articles or other constating documents of the Corporation; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to the Vendor or the Corporation; (c) except as set forth in Section 3.6 of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which Corporation is a Party or by which the Corporation is bound or to which the Assets are subject (including any Material Contract) or any Permit affecting the Assets or Business of the Corporation; or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on any Assets of the Corporation. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Vendor or the Corporation in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

3.7 Financial Statements

(a) Complete copies of the Corporation's Financial Statements have been delivered to the Purchasers. The Financial Statements have been prepared in accordance with GAAP and applied on a consistent basis throughout the period involved. When delivered, the Month-End Financial Statements will be prepared and applied on a consistent basis throughout the period involved.

(b) The Financial Statements: (i) are based on the Books and Records of the Corporation; and (ii) fairly, completely and accurately present in all material respects the Assets, Liabilities and financial position of the Corporation as of the respective dates they were prepared and the results of the operations of the Corporation for the periods covered thereby.

(c) When delivered, the Month-End Financial Statements: (i) will be based on the Books and Records of the Corporation; and (ii) will fairly, completely and accurately present in all material respects the Assets, Liabilities and financial position of the Corporation as of the respective dates they were prepared and the results of the operations of the Corporation for the periods covered thereby.

(d) The Corporation maintains a standard system of accounting established and administered in accordance with GAAP.

3.8 Undisclosed Liabilities

The Corporation has no liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise that are required by GAAP to be included in the balance sheet of the Corporation (collectively, the "**Liabilities**"), except: (a) those that are adequately reflected or reserved against in the Balance Sheet as of the Balance Sheet Date; and (b) those that have been incurred in the Ordinary Course consistent with past practice since the Balance Sheet Date and that are not, individually or in the aggregate, material in amount.

3.9 Absence of Certain Changes, Events and Conditions

Since the Balance Sheet Date, and other than in the Ordinary Course consistent with past practice, there has not been, with respect to the Corporation, any:

(a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) amendment of the Articles, Notice of Articles or other constating documents of the Corporation;

(c) split, consolidation or reclassification of any shares in the Corporation;

(d) issuance, sale or other disposition of any shares in the Corporation, or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any shares in the Corporation;

(e) material change in any method of accounting or accounting practice of the Corporation;

(f) material change in the Corporation's cash management practices and its policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts, accrual of accounts receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(g) entry into any Contract that would constitute a Material Contract;

(h) incurrence, assumption or guarantee of any indebtedness for borrowed money except unsecured current obligations and Liabilities incurred in the Ordinary Course consistent with past practice;

(i) transfer, assignment, sale or other disposition of any of the Assets shown or reflected in the Balance Sheet or cancellation of any debts or entitlements;

(j) material damage, destruction or loss (whether or not covered by insurance) to any of the Assets;

(k) any capital investment in, or any loan to, any other Person;

(l) acceleration, termination, material modification to or cancellation of any Material Contract to which the Corporation is a party or by which it is bound;

(m) any material capital expenditures;

(n) imposition of any Encumbrance upon any of the Shares or Assets, tangible or intangible;

(o) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of its current or former employees, officers, directors, Independent Contractors or consultants, other than as provided for in any written agreements or required by applicable Law; (ii) change in the terms of employment for any employee or any termination of any employees; or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, Independent Contractor or consultant;

(p) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, Independent Contractor or consultant; (ii) Benefit Plan; or (iii) Collective Agreement, in each case, whether written or oral, unless it has received the prior written consent of the Purchaser;

(q) any loan to (or forgiveness of any loan to), or entry into any other transaction with, any of its Related Parties;

(r) entry into a new line of business or abandonment or discontinuance of existing lines of business;

(s) adoption of any amalgamation, arrangement, reorganization, liquidation or dissolution or the commencement of any proceedings by the Corporation or its creditors seeking to adjudicate the Corporation as bankrupt or insolvent, making a proposal with respect to the Corporation under any Law relating to bankruptcy, insolvency, reorganization, arrangement or compromise of debts or similar laws, appointment of a trustee, receiver, receiver-manager, agent, custodian or similar official for the Corporation or for any substantial part of its Assets;

(t) purchase, lease or other acquisition of the right to own, use or lease any Assets for an amount in excess of $5,000, individually (in the case of a lease, per annum) or $10,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of inventory or supplies in the Ordinary Course consistent with past practice;

(u) acquisition by amalgamation or arrangement with, or by purchase of a substantial portion of the assets or shares of, or by any other manner, any business or any Person or any division thereof;

(v) action by the Corporation to make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax liability or reducing any Tax asset or attribute of the Corporation; or

(w) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

3.10 Material Contracts

(a) Section 3.10(a) of the Disclosure Schedules lists each of the following Contracts of the Corporation (such Contracts, together with all Contracts (including, brokerage contracts) listed or otherwise disclosed in Section 3.10(b) or any of the other Disclosure Schedules and all Corporate IP Agreements set forth in Section 3.14(b) of the Disclosure Schedules, being "**Material Contracts**"):

(i) Except for employment agreements and Contracts with Independent Contractors or consultants (or similar arrangements) disclosed in Sections 3.22(a) and 3.22(f) of the Disclosures Schedules, each Contract of the Corporation involving aggregate consideration in excess of $1,000 per month and that, in each case, cannot be cancelled by the Corporation without penalty or without more than 90 days' notice;

(ii) all Contracts that provide for the indemnification by the Corporation of any Person or the assumption of any Tax, environmental or other Liability of any Person;

(iii) all Contracts that relate to the acquisition or disposition of any business, a material amount of shares or assets of any other Person (whether by amalgamation, sale or issue of shares, sale of assets or otherwise);

(iv) all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts to which the Corporation is a party;

(v) all employment agreements and Contracts with Independent Contractors or consultants (or similar arrangements) to which the Corporation is a party and that are not cancellable without material penalty or without more than 90 days' notice;

(vi) all confidentiality Contracts containing standard confidentiality terms with Employees (each, a "**Confidentiality Contract**");

(vii) all Contracts relating to indebtedness (including guarantees) of the Corporation;

(viii) all Contracts with any Governmental Authority to which the Corporation is a party;

(ix) all Contracts that limit or purport to limit the ability of the Corporation to compete in any line of business or with any Person or in any geographic area or during any period of time;

(x) any Contracts to which the Corporation is a party that provide for any joint venture, partnership or similar arrangement by the Corporation;

(xi) all shareholder agreements, pooling agreements, voting trusts or similar agreements with respect to the ownership or voting of any of the Shares or restriction of the power of the directors of the Corporation to manage, or supervise the management, of the business and affairs of the Corporation;

(xii) all Contracts between or among (A) the Corporation and (B) the Vendor or any Affiliate of the Vendor (other than the Corporation);

(xiii) all Collective Agreements to which the Corporation is a party; and

(xiv) any other Contract that is material to the Corporation and not previously disclosed under this Section 3.10.

(b) Each Material Contract is valid and binding on the Corporation in accordance with its terms and is in full force and effect. None of the Corporation or, to the Vendor's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under) in any material respect, or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Purchasers.

3.11 Title to Assets; Real Property; Leases

(a) The Corporation is the legal and beneficial owner of the personal property and other Assets reflected in the Financial Statements.

(b) The Corporation has good and marketable title, or a valid leasehold interest in, all personal property and other Assets reflected in the Financial Statements or acquired after the Balance Sheet Date, other than Assets sold or otherwise disposed of in the Ordinary Course consistent with past practice since the Balance Sheet Date. All personal property and Assets (including leasehold interests) are free from all Encumbrances except for Permitted Encumbrances.

(c) Section 3.11(c) of the Disclosure Schedules lists all personal property owned by the Corporation with a fair market value of at least $500 on an individual asset basis.

(d) The Corporation does not own or hold, and has never owned or held, registered or beneficial fee simple, freehold or leasehold title to any Real Property and is not subject or party to any agreement or option to own freehold title to any Real Property or any interest in Real Property, other than the arrangement which has previously been disclosed to the Purchasers in writing and which shall cease following Closing.

3.12 Title to Assets on Closing

Following the completion of the Pre-Closing Reorganization, and as of the Closing Date, the Corporation is the legal and beneficial owner of the EMR Assets and only the EMR Assets. The Corporation has good and marketable title, or a valid leasehold interest in, all EMR Assets. All EMR Assets (including leasehold interests) are free from all Encumbrances except for Permitted Encumbrances. The Corporation does not hold or own any title or interest in or to any Non-EMR Assets.

3.13 Condition and Sufficiency of Assets

To the Vendor's Knowledge, and except as set forth in Section 3.13 of the Disclosure Schedules or any of the other Disclosure Schedules, the machinery, equipment and other items of tangible personal property of the Corporation comprising the EMR Assets are in good operating condition and repair for assets of similar age, usage and quality, and are adequate for the uses to which they are being put, and none of such machinery, equipment and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The machinery, equipment and other items of tangible personal property currently owned or leased by the Corporation and comprising the EMR Assets of the Corporation, are the only assets required for the continued conduct of the Corporation's Business after the Closing in substantially the same manner as conducted before the Closing and constitute all of the rights, property and assets necessary to conduct the Business of the Corporation as currently conducted.

3.14 Intellectual Property

(a) Section 3.14(a) of the Disclosure Schedules lists all: (i) Corporate IP Registrations; and (ii) Corporate IP, including Software, that are not registered but that are material to the Corporation's Business or operations. All required filings and fees related to the Corporate IP Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Corporate IP Registrations are otherwise in good standing. The Vendor has provided Purchasers with true and complete copies of file histories, documents, certificates, examiner's reports, office actions, correspondence and other materials related to all Corporate IP Registrations.

(b) Section 3.14(b) of the Disclosure Schedules lists all material Corporate IP Agreements. The Vendor has provided Purchasers with true and complete copies of all such material Corporate IP Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. To the Vendor's Knowledge, each Corporate IP Agreement is valid and binding on the Corporation in accordance with its terms and is in full force and effect. Neither the Corporation nor any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of breach or default of or any intention to terminate, any Corporate IP Agreement.

(c) Except as set forth in Section 3.14(c) of the Disclosure Schedules, the Corporation is the sole and exclusive legal and beneficial, and with respect to the Corporate IP Registrations, registered, owner of all right, title and interest in and to the Corporate IP, and has the valid right to use all other Intellectual Property used in or necessary for the conduct of the Business or the Corporation's current operations, in each case, free and clear of Encumbrances other than Permitted Encumbrances. No current or former employee, consultant or Independent Contractor of the Corporation or any of its Affiliates has any right, licence, claim or interest whatsoever in or with respect to any of the Corporate IP.

(d) The consummation of the transactions contemplated hereunder will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Corporation's right to own, use or hold for use any Intellectual Property as owned, used or held for use in the conduct of the Business or the Corporation's operations as currently conducted.

(e) The Corporation's rights in the Corporate IP are valid, subsisting and enforceable. The Corporation has taken all reasonable steps to maintain the Corporate IP and to protect and preserve the confidentiality of all trade secrets included in the Corporate IP, including requiring all Persons having access thereto to execute written non-disclosure agreements or to otherwise be subject to non-disclosure obligations, as applicable.

(f) To the Vendor's Knowledge, the Business, as currently and formerly conducted, and the processes and services of the Corporation, have not infringed, misappropriated, diluted or otherwise violated, and do and will not infringe, dilute, misappropriate or otherwise violate the Intellectual Property or other rights of any Person. No Person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, any Corporate IP.

(g) There are no Actions (including any oppositions, expungement proceedings, interferences or re-examinations) settled, or to the Vendor's Knowledge pending or threatened (including in the form of offers to obtain a licence): (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any Person by the Corporation; (ii) challenging the validity, enforceability, registrability or ownership of any Corporate IP or the Corporation's rights with respect to any Corporate IP; or (iii) by the Corporation or any other Person alleging any infringement, misappropriation, dilution or violation by any Person of the Corporate IP. The Corporation is not subject to any outstanding or prospective Governmental Order (including any application or petition therefor) that does or would restrict or impair the use of any Corporate IP.

(h) To the Vendor's Knowledge, the Software directly developed by the Corporation is substantially free of any material defects, bugs and errors, and does not contain or make available any disabling codes or instructions, spyware, Trojan horses, worms, viruses or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, Software, data or other materials. The Corporation owns the Intellectual Property in the Software directly developed by the Corporation. For greater certainty, the Vendor is not, in this Section 3.14 or elsewhere in this Agreement, making any representations or warranties regarding the OSCAR Software licenced by the Corporation.

(i) The information technology and data processing systems, facilities and services used by the Corporation, including all Software developed by the Corporation, technology, hardware, networks, communications facilities, platforms and related systems and services (collectively, the "**Systems**"), are adequate for the operation of the Business and, the Corporation has taken commercially reasonable steps and implemented commercially reasonable safeguards to ensure that the Systems under the Corporation's control are substantially free from any material defects, bugs and errors, and do not contain or make available any disabling codes or instructions, spyware, Trojan horses, worms, viruses or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, Software, data or other materials.

(j) Except as disclosed in Section 3.14(j) of the Disclosure Schedules, there has been no Security Incident nor has there been: (i) a failure, breakdown or continued substandard performance of any Systems that has caused a material disruption or interruption in or to any use of the Systems or the conduct of the Business; or (ii) a defect or weakness in the Systems or databases under the control of the Corporation that has caused any unauthorized access, use, copying, modification, theft or destruction of the Corporation's data or Personal Information. The Corporation has implemented business continuity, back-up and disaster recovery policies, procedures and systems that are consistent with generally accepted industry standards and sufficient to maintain the operation of the Business in all material respects.

(k) That parties acknowledge that OSCAR is an open source software and that the Corporation is acting only as a support agent for its clients as an OSCAR service provider.

3.15 Accounts Receivable

The Accounts Receivable reflected on the Balance Sheet and the Accounts Receivable arising after the date thereof: (a) have arisen from bona fide transactions entered into by the Corporation involving the rendering of services in the Ordinary Course consistent with past practice; and (b) constitute only valid, undisputed claims of the Corporation not subject to claims of set-off or other defences or counter-claims; and (c) subject to a reserve for bad debts shown on the Balance Sheet or, with respect to Accounts Receivable arising after the Balance Sheet Date, on the accounting records of the Corporation, are collectible in full. The reserve for bad debts shown on the Balance Sheet or, with respect to Accounts Receivable arising after the Balance Sheet Date, on the accounting records of the Corporation have been consistently applied, subject to normal year-end adjustments.

3.16 Customers

Section 3.16 of the Disclosure Schedules sets forth: (i) each customer who currently pays regular support payments to the Corporation for goods or services rendered (collectively, the "**Material Customers**"); and (ii) the amount of consideration paid by each Material Customer. Except as set forth in Section 3.16 of the Disclosure Schedules, to the Vendor's Knowledge, the Corporation has not received any notice, and has no reason to believe, that any of its Material Customers has ceased, or intends to cease after the Closing, to use its goods or services or to otherwise terminate or materially reduce its relationship with the Corporation.

3.17 Suppliers

Section 3.17 of the Disclosure Schedules sets forth: (i) each supplier to whom the Corporation pays consideration for goods or services rendered in an amount greater than or equal to $2,000 per month (collectively, the "**Material Suppliers**"); (ii) the amount of purchases from each Material Supplier during such periods; and (iii) each hosting service providers connected to such Material Suppliers, if applicable. Except as set forth in Section 3.17 of the Disclosure Schedules, the Corporation has not received any notice, and has no reason to believe, that any of its Material Suppliers has ceased, or intends to cease, to supply goods or services to the

Corporation or to otherwise terminate or materially reduce its relationship with the Corporation.

3.18 Insurance

Section 3.18 of the Disclosure Schedules sets forth a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workplace safety and insurance, workers compensation, vehicle, director's and officers' liability, fiduciary liability and other casualty and property insurance maintained by the Vendor or an Affiliate of the Vendor (including the Corporation) and relating to the Assets, Business, operations, employees, officers and directors of the Corporation (collectively, the "**Insurance Policies**") and true and complete copies of each of the Insurance Policies have been made available to the Purchasers. The Insurance Policies are in full force and effect and shall remain in full force and effect following the consummation of the transactions contemplated by this Agreement. Neither the Vendor nor an Affiliate of the Vendor (including the Corporation) has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of the Insurance Policies. All premiums due on the Insurance Policies have either been paid or, if due and payable before Closing, will be paid before Closing in accordance with the payment terms of each Insurance Policy. The Insurance Policies do not provide for any retrospective premium adjustment or other experience-based liability on the part of the Corporation. All such Insurance Policies: (a) are valid and binding in accordance with their terms; and (b) have not been subject to any lapse in coverage. Except as set forth in Section 3.18 of the Disclosure Schedules, there are no claims related to the business of the Corporation pending under any Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither the Vendor nor any Affiliates of the Vendor (including the Corporation) is default under, nor has it otherwise failed to comply with, in any material respect, any provision contained in any Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Business of the Corporation, and are sufficient for compliance with all applicable Laws and Contracts to which the Corporation is a party.

3.19 Legal Proceedings; Governmental Orders

(a) Except for any Action that would not otherwise constitute a Material Adverse Effect, there are no Actions pending or, to the Vendor's Knowledge, threatened: (a) against or by the Corporation affecting any of its Assets (or by or against the Vendor or any Affiliate thereof and relating to the Corporation); or (b) against or by the Corporation, the Vendor or any Affiliate of the Vendor that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Corporation or any of its Assets.

3.20 Compliance With Laws; Permits

(a) To the Vendor's Knowledge, the Corporation has complied, and is now complying, in all material respects with all Laws, including Privacy Laws, applicable to it or its Business or

Assets. The Corporation has implemented all necessary policies to comply with CASL and has complied in all material respects with the in-force requirements of CASL.

(b) As of the Closing Date, the Corporation has complied, and the Corporation is now complying, with all requirements of Privacy Laws, Governmental Orders or industry standard setting organizations in Ontario. The Corporation has not received any Governmental Order or other inquiry or notification from any Governmental Authority regarding actual or suspected non-compliance or violation of any data protection principles or Law and, to the Vendor's Knowledge, no fact or circumstance exists which may result in any Governmental Order or other inquiry or notification from any Governmental Authority regarding actual or suspected non-compliance or violation of any data protection principles or Law. No Person has claimed any compensation from the Corporation for the loss of or unauthorized disclosure or transfer of Personal Information, and, to the Vendor's Knowledge, no facts or circumstances exist that might give rise to such a claim insofar as the same relate to the Business.

(c) All Permits required for the Corporation to conduct its Business have been obtained by it and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. Section 3.20(c) of the Disclosure Schedules lists all current Permits issued to the Corporation, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Section 3.20(c) of the Disclosure Schedules.

3.21 Benefit Plans

(a) Section 3.21(a) of the Disclosure Schedules contains a true and complete list of all Benefit Plans and all material documents that support each Benefit Plan. The Corporation is not a party to or bound by, nor does the Corporation have any Liability with respect to, any Benefit Plans other than those listed in Section 3.21(a) of the Disclosure Schedules.

(b) There are no participating employers that have any obligations or Liabilities with respect to any Benefit Plan other than the Corporation and the Corporation has no obligations or Liabilities under any Benefit Plan, including to provide benefits, to any Person who is not an employee, director or officer or former employee, director or officer of the Corporation.

(c) No Benefit Plan is a Pension Plan, and none of the Benefit Plans provide benefits beyond retirement or other termination of service to Employees or former employees of the Corporation or to the beneficiaries or dependents of such Employees or former employees.

(d) Except as set forth in Section 3.21(d) of the Disclosure Schedules, the Corporation does not have any obligation to pay any change-in-control, sale, completion, incentive, stay, retention and similar bonuses or payments to any current or former employee as a result of the transactions contemplated by this Agreement.

3.22 Employment Matters

(a) Section 3.22(a) of the Disclosure Schedules sets forth the list of Employees which indicates: (i) the titles of all Employees together with the location of their employment; (ii) the date each Employee was hired; (iii) which Employees are and which are not subject to a written employment agreement with the Corporation; (iv) which Employees are and which are not subject to a Confidentiality Contract; (v) the annual, monthly or hourly wage of each Employee at the date of such list, any bonuses paid to each Employee since the end of the Corporation's last completed financial year and before the date of such list and all other bonuses, incentive schemes, benefits, commissions and other material compensation to which each Employee is entitled; (vi) the vacation days to which each Employee is entitled on the date of such list; and (vii) the Employees that are not actively working on the date of this Agreement due to leave of absence, illness, injury, accident or other disabling condition.

(b) Section 3.22(b) of the Disclosure Schedules lists: (i) all Contracts with any Employee who is a manager or executive of the Corporation or is being provided with an annual compensation of more than $30,000; and (ii) all Contracts that provide for severance, termination or similar payments or entitlements of more than $5,000, including on a change of control of the Corporation.

(c) Correct and complete copies of all the Contracts set out in Section 3.22(b) of the Disclosure Schedules have been made available to the Purchasers and templates of the Contracts that describe all of the terms of the Contracts relating to the list of Employees set out in Section 3.22(a) of the Disclosure Schedules have been made available to the Purchasers.

(d) The Corporation has not entered into written employment contracts with Employees.

(e) The Corporation is not currently, and has not been, a party to any Collective Agreement. No trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any of the Employees including by way of certification, interim certification, voluntary recognition, related employer or successor employer rights, or, to the Vendor's Knowledge, has applied or threatened to apply to be certified as the bargaining agent of any of the Employees.

(f) Section 3.22(f) of the Disclosure Schedules lists: (i) all Persons who are currently performing services for the Corporation as Independent Contractors under a Contract or who have previously provided services to the Corporation under a Contract; (ii) the current rate of compensation, if applicable; (iii) the fees paid by the Corporation during the prior 12-month period to each Independent Contractor under a Contract or former Independent Contractor; (iv) whether each Independent Contractor and any former Independent Contractor is or is not subject to written agreements with the Corporation; and (v) whether such Independent Contractor or any former Independent Contractor has or could have access to confidential information of the Corporation (the "**Contractor Information**").

(g) To the Vendor's Knowledge, no Independent Contractor that was previously engaged by the Corporation or its Affiliates has any ownership rights in or to any Corporate IP.

(h) In the three years before the date of this Agreement, no notice in writing has been received by the Corporation of any complaint filed by any of its Employees or former employees against the Corporation or any current or former director or officer thereof or, to the Vendor's Knowledge, is any complaint threatened or pending, claiming or alleging that the Corporation has violated any Laws applicable to the employee or human rights or of any complaints or Actions of any kind involving the Corporation or any of the Employees before any Governmental Authority, including a labour relations board, tribunal or commission.

(i) Other than in the Ordinary Course consistent with past practice, there has been no increase in compensation from the base salary payable to the Employees between the Balance Sheet Date and the date of this Agreement.

(j) No Employee has stated that he or she will resign or retire or cease to provide work or services as a result of the closing of the transactions contemplated by this Agreement.

(k) There is no notice of assessment, provisional assessment, reassessment, supplementary assessment, penalty assessment or increased assessment which the Corporation has received before the date of this Agreement during the past three years from any workplace safety and insurance or workers compensation board or similar Governmental Authority in any jurisdiction where the Business is carried on that remain unpaid.

(l) All inspection reports received by the Corporation in the past three years under the Occupational Health and Safety Acts have been made available to the Purchasers. There are no outstanding Governmental Orders nor any pending charges made under any Occupational Health and Safety Acts relating to the Corporation or the Business and there have been no fatal or critical accidents within the last three years that might reasonably be expected to lead to charges involving the Corporation under the Occupational Health and Safety Acts. The Corporation has complied with all Governmental Orders issued under the Occupational Health and Safety Acts in all material respects.

(m) To the Vendor's Knowledge, each Independent Contractor, including the Independent Contractors who are listed in Section 3.22(f) of the Disclosure Schedules, has been properly classified as an independent contractor and the Corporation has not received any notice in writing or any material oral notice from any Governmental Authority disputing such classification.

3.23 Taxes

Except as set forth in Section 3.23 of the Disclosure Schedules:

(a) The Corporation has duly and timely filed with all appropriate Governmental Authorities all of its Tax Returns required to be filed. Each such Tax Return was true, correct and complete in all material respects. All Taxes shown as due on any Tax Returns and payable by the Corporation (whether or not assessed or reassessed by the appropriate Governmental Authority) have been paid.

(b) No Governmental Authority of a jurisdiction in which the Corporation has not filed a Tax Return has made any claim that the Corporation is or may be subject to Tax or required to file Tax Returns by that Governmental Authority in such jurisdiction. There is no basis for a claim that the Corporation is subject to Tax in a jurisdiction in which the Corporation does not file Tax Returns.

(c) There are no matters under audit or appeal with any Governmental Authority relating to Taxes of the Corporation.

(d) True copies of all Tax Returns prepared and filed by the Corporation during the past three years, together with any notices of assessment of the Corporation during the past three years, have been made available to Purchasers on or before the date of this Agreement.

(e) Adequate provision has been made in the Books and Records for all Taxes payable in respect of the Business or the Assets.

(f) The Corporation has not received any notice from any Governmental Authority that it is taking steps to assess any additional Taxes against the Corporation for any period for which Tax Returns have been filed and, to the Vendor's Knowledge, there are no actual or pending audit investigations or other Actions of or against the Corporation by any Governmental Authority relating to Taxes. No Governmental Authority has given notice of any intention to assert any deficiency or claim for additional Taxes against the Corporation.

(g) The Corporation has not waived any statute of limitation in respect of Taxes or agreed to any extension of time within which: (i) to file any Tax return covering any Taxes for which the Corporation is or may be liable; (ii) the Corporation is required to pay or remit amounts on account of Taxes; or (iii) any Governmental Authority may assess or collect Taxes for which the Corporation may be liable.

(h) Neither the Vendor nor the Corporation is a non-resident of Canada within the meaning of the Tax Act.

(i) For all transactions between the Corporation and any Person not resident in Canada for purposes of the Tax Act with whom the Corporation was not dealing at arm's length, the Corporation has made or obtained records or documents that meet the requirements of sections 247(4)(a) to (c) of the Tax Act. There are no transactions to which section 247(2) or (3) of the Tax Act may reasonably be expected to apply.

(j) The Corporation has duly and timely withheld or collected the proper amount of Taxes that are required by Law to be withheld or collected (including Taxes and other amounts required to be withheld by it in respect of any Person, including any employee, officer or director and any Person not resident in Canada for purposes of the Tax Act) and have duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required to be remitted by the Corporation.

(k) Except for the acquisition of control that will occur by virtue of the execution of this Agreement, for purposes of the Tax Act or any other applicable Tax Law, no Person or group of Persons other than the Vendor has ever acquired control of the Corporation.

(l) None of section 78, 80, 80.01, 80.02, 80.03 or 80.04 of the Tax Act, or any equivalent provision of the Tax Law of any province, territory or any other jurisdiction, has applied or will apply to the Corporation at any time up to and including the Closing Date in a manner that would give rise to material incremental Tax liabilities or material reduction in Tax attributes.

(m) The Corporation has not acquired property or services from, or disposed of property to, a non-arm's length Person (within the meaning of the Tax Act) for consideration, the value of which is less than the fair market value of the property or services, as the case may be.

(n) The only reserves under the Tax Act or any equivalent provincial or territorial Law anticipated by the Vendor to be claimed by the Corporation for the taxation year deemed under section 249(4) of the Tax Act to have ended as a result of the transactions consummated by this Agreement are set forth in Section 3.23(n) of the Disclosure Schedules.

(o) The Corporation is registered for GST purposes under Part IX of the *Excise Tax Act* (Canada) under registration number 131286304 RT0001.

(p) The Corporation is not a party to, or bound by, any Tax indemnity, Tax sharing or Tax allocation agreement.

(q) No Tax rulings have been requested or issued by any Tax authority with respect to the Corporation.

(r) The Corporation will not be required to include any item of income in, or exclude any item or deduction from, taxable income for any taxation year or portion thereof ending after the Closing Date as a result of use of an improper method of accounting, for a taxation year ending before the Closing Date.

(s) The Corporation is a "Canadian-controlled private corporation" as defined in the Tax Act and has been a Canadian-controlled private corporation continuously since July 26, 1991.

(t) The Corporation will not be subject to any adverse tax consequences as a result of the Pre-Closing Reorganization.

3.24 Related Party Transactions

Except as set forth in Section 3.24 or any other of the Disclosure Schedules, and except for the payment of dividends in the Ordinary Course:

(a) The Corporation has not made any payment or loan to, or have borrowed any monies from or will otherwise be indebted to, any officer, director, employee, trustee or shareholder or any Person with whom the Corporation is not dealing at arm's length (within the meaning of the Tax Act) or any Affiliate or spouse of any of the foregoing (each, a "**Related Person**").

(b) Neither the Vendor nor any Affiliate of the Vendor (each, a "**Related Party**") will be a party to any Contract with the Corporation, no Related Party will be indebted to the Corporation and the Corporation will not be indebted to any Related Party.

(c) No Related Person: (i) to the Vendor's Knowledge, will possess, directly or indirectly, any financial interest in, or will be a director, officer or employee of, any Person which is a competitor or material supplier, dealer, lessor or lessee of the Corporation; or (ii) will have any interest in any material assets used or held for use by the Corporation.

3.25 Brokers

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of the Vendor or the Corporation.

3.26 Banking Information

A complete list of the Corporation's banking institutions, bank accounts, bank account numbers and signing authorities are set out in Section 3.26 of the Disclosure Schedules. A copy of the Corporation's bank reconciliation for the most recent period has been provided to the Purchasers and such reconciliation is true and correct in all material respects.

3.27 Books and Records

The Books and Records of the Corporation, all of which have been made available to Purchaser, are complete and correct in all material respects and have been maintained in accordance with standard business practices. The minute books of the Corporation contain accurate and complete records of all meetings, and resolutions in writing of, the shareholders, the board of directors and any committees of the board of directors of the Corporation, and no meeting, or resolution in writing, of any such shareholders, board of directors or committee has been held for which minutes or resolutions in writing have not been prepared and are not contained in such minute books. At the Closing, all of the Books and Records will be in the possession of the Corporation.

3.28 Full Disclosure

No representation or warranty by the Vendor in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to the Purchasers under this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Purchaser represents and warrants to the Vendor that the statements contained in this Article 4 are true and correct as of the date hereof.

4.1 Corporate Status and Authorization of Purchaser

The Purchaser is a corporation incorporated and validly existing under the Laws of British Columbia and has not been discontinued or dissolved under such Laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution. The Purchaser has submitted all notices or returns of corporate information and other filings required by Law to be submitted by it to any Governmental Authority. The Purchaser has the corporate power and capacity to enter into this Agreement and the other Transaction Documents to which the Purchaser is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Purchaser of this Agreement and any other Transaction Document to which the Purchaser is a party, the performance by the Purchaser of its obligations hereunder and thereunder and the consummation by the Purchaser of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser, and (assuming due authorization, execution and delivery by WELL and the Vendor) this Agreement constitutes a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms. When each other Transaction Document to which the Purchaser is or will be a party has been duly executed and delivered by the Purchaser (assuming due authorization, execution and delivery by the Vendor), such Transaction Document will constitute a legal, valid and binding obligation of the Purchaser enforceable against it in accordance with its terms.

4.2 No Conflicts; Consents

The execution, delivery and performance by the Purchaser of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Articles, Notice of Articles, unanimous shareholder agreements or other constating documents of the Purchaser; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to the Purchaser; or (c) except as set forth in Section 4.2 of the Disclosure Schedules, require the consent, notice or other action by any Person under any Contract to which the Purchaser is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to the Purchaser in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

4.3 Brokers

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of the Purchaser.

4.4 Legal Proceedings

There are no Actions pending or, to Purchaser's Knowledge, threatened against or by the Purchaser or any Affiliate of the Purchaser that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF WELL

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, WELL represents and warrants to the Vendor that the statements contained in this Article 5 are true and correct as of the date hereof.

5.1 Corporate Status and Authorization of WELL

WELL is a corporation incorporated and validly existing under the Laws of British Columbia and has not been discontinued or dissolved under such Laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution. WELL has submitted all notices or returns of corporate information and other filings required by Law to be submitted by it to any Governmental Authority. WELL has the corporate power and capacity to enter into this Agreement and the other Transaction Documents to which WELL is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by WELL of this Agreement and any other Transaction Document to which WELL is a party, the performance by WELL of its obligations hereunder and thereunder and the consummation by WELL of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of WELL. This Agreement has been duly executed and delivered by WELL, and (assuming due authorization, execution and delivery by the Purchaser and the Vendor) this Agreement constitutes a legal, valid and binding obligation of WELL enforceable against WELL in accordance with its terms. When each other Transaction Document to which WELL is or will be a party has been duly executed and delivered by WELL (assuming due authorization, execution and delivery by the Vendor and the Purchaser), such Transaction Document will constitute a legal, valid and binding obligation of WELL enforceable against it in accordance with its terms.

5.2 Validity of Consideration Shares

The Consideration Shares will, upon issuance in accordance with the terms of this Agreement, be duly and validly issued, as fully paid and non-assessable.

5.3 Issued and Outstanding

The authorized capital of WELL consists of an unlimited number of Common Shares, of which, as at the date hereof, 118,804,047 Common Shares are issued and outstanding, all of which are validly issued as fully paid and non-assessable Common Shares.

5.4 Additional Securities

As at the date hereof, no person, firm, corporation or other entity holds any securities convertible or exchangeable into securities of WELL or has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, warrant, option or right (whether or not on condition(s)) for the purchase or any other acquisition of any unissued securities of WELL except: (i) 6,547,774 options to purchase Common Shares held by directors, officers, employees and consultants of WELL; (ii) 928,458 warrants, including special warrants and agents warrants to purchase Common Shares; (iii) 3,977,904 convertible debentures which, upon conversion, entitle the debenture holders to purchase up to 3,977,904 Common Shares; (iv) 2,215,995 restricted share units to purchase Common Shares; and (v) 320,267 performance share units to purchase Common Shares.

5.5 Regulatory Matters

No securities commission, the Exchange or any other similar regulatory authority has issued any order preventing or suspending trading of any securities of WELL, no such proceeding is, to WELL's Knowledge, pending, contemplated or threatened, and WELL is not in default of any material requirement of Applicable Securities Laws.

5.6 Exchange Listing

The issued and outstanding Common Shares are listed and posted for trading on the Exchange and the Consideration Shares to be issued in connection with the transactions contemplated herein will be listed and posted for trading on the Exchange upon WELL complying with the usual conditions imposed by the Exchange with respect thereto and WELL is in material compliance with the by-laws, rules and regulations of the Exchange.

5.7 Reporting Issuer

WELL is a "reporting issuer" in each of the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario and Quebec within the meaning of the Applicable Securities Laws in such provinces and is not in default of any material requirement of Applicable Securities Laws.

5.8 No Conflicts; Consents

The execution, delivery and performance by WELL of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Articles, Notice of Articles, unanimous shareholder agreements or other constating documents of WELL; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to WELL; or (c) except as set forth in Section 5.8 of the Disclosure Schedules, require the consent, notice or other action by any Person under any Contract to which WELL is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to WELL in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

5.9 Brokers

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of WELL.

5.10 Legal Proceedings

There are no Actions pending or, to WELL's Knowledge, threatened against or by WELL or any Affiliate of WELL that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

ARTICLE 6
COVENANTS

6.1 Conduct of Business Before the Closing

(a) From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by the Purchasers (which consent shall not be unreasonably withheld or delayed), the Vendor shall, and shall cause the Corporation to: (i) conduct the Business of the Corporation in the Ordinary Course consistent with past practice; and (ii) use commercially reasonable efforts to maintain and preserve intact the current organization and Business of the Corporation and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with the Corporation. Without limiting the foregoing, from the date hereof until the Closing Date, the Vendor shall cause the Corporation to:

(i) preserve and maintain all of its Permits;

(ii) pay its debts, Taxes and other obligations when due;

(iii) maintain the Assets owned, operated or used by the Corporation in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;

(iv) continue in full force and effect without modification all Insurance Policies, except as required by applicable Law;

(v) defend and protect its Assets from infringement or usurpation;

(vi) perform all of its obligations under all Contracts relating to or affecting its Assets or Business;

(vii) maintain the Books and Records in accordance with past practice;

(viii) not make any loans, advances or capital contributions to any Person;

(ix) not (A) make, change or revoke, or permit the Corporation to make, change or revoke, any Tax election, or file or cause to be filed an amended Tax Return unless required by Law or (B) make, or permit the Corporation to make, any change in any Tax or accounting methods or policies or systems of internal accounting controls, except to conform to changes in Laws related to Taxes or accounting requirements;

(x) except for the termination of services contemplated in Section 6.16, not (A) terminate (otherwise than for cause) the employment or services of any director, officer or manager or (B) grant any severance or termination pay to any director, officer or manager or any other employee except in the case of (A) as required under any existing Contract or Benefit Plan or as required by Law; and

(xi) comply in all material respects with all applicable Laws.

(b) Notwithstanding the foregoing, the Vendor shall be permitted to cause the Corporation to undertake the Pre-Closing Reorganization in accordance with Section 6.18.

6.2 Access to Information

From the date hereof until the Closing, the Vendor shall, and shall cause the Corporation to: (a) afford the Purchasers and their respective Representatives full and free access to and the right to inspect during normal business hours all of the Assets, premises, Books and Records, Contracts and other documents and data related to the Corporation; (b) furnish the Purchasers or any of their Representatives with such financial, operating and other data and information related to the Corporation as the Purchasers or any of their respective Representatives may reasonably request; and (c) instruct the Representatives of the Vendor and the Corporation to cooperate with Purchasers in the respective investigation of the Corporation. Any investigation under this Section 6.2 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business of the Vendor or the Corporation. No investigation by the Purchasers or other information received by the Purchasers shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Vendor in this Agreement.

6.3 No Solicitation of Other Bids

(a) Until the date that is the earlier of the Closing Date or the date that this Agreement is terminated in accordance with its terms, the Vendor shall not, and shall not authorize or permit any of its Affiliates (including the Corporation) or Representatives to, directly or indirectly: (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. The Vendor shall immediately cease and cause to be terminated, and shall cause its Affiliates (including the Corporation) and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Person conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "**Acquisition Proposal**" shall mean any inquiry, proposal or offer from any Person (other than Purchaser or any of its Affiliates) concerning: (i) a merger, amalgamation, arrangement, liquidation, recapitalization, share exchange or other business combination transaction involving the Corporation; (ii) the issuance or acquisition of shares in the capital, or other equity securities, of the Corporation; or (iii) the sale, lease, exchange or other disposition of substantially all or any significant portion of the Corporation's properties or assets.

(b) In addition to the other obligations under this Section 6.3 and unless this Agreement is terminated in accordance with its terms, the Vendor shall promptly (and in any event within three Business Days after receipt thereof by the Vendor or its Representatives) advise the Purchasers orally and in writing of any: (i) Acquisition Proposal, any request for information with respect to any Acquisition Proposal or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal; (ii) the material terms and conditions of such request, Acquisition Proposal or inquiry; and (iii) the identity of the Person making the same.

(c) The Vendor agrees that the rights and remedies for non-compliance with this Section 6.3 shall include having such provision specifically enforced by any court of competent equitable jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the Purchasers and that monetary damages would not provide an adequate remedy for the Purchasers.

6.4 Notice of Certain Events

(a) From the date hereof until the Closing, the Vendor shall promptly notify the Purchasers in writing of:

(i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by the Vendor hereunder not being true and correct, or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 7.2 to be satisfied;

(ii) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(iii) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(iv) any Actions commenced or, to the Vendor's Knowledge, threatened against, relating to or involving or otherwise affecting the Vendor or the Corporation that, if pending on the date of this Agreement, would have been required to have been disclosed under Section 3.19 or that relates to the consummation of the transactions contemplated by this Agreement.

(b) Except in the limited circumstances set out in Section 6.4(c), the Purchasers' receipt of information under Sections 6.4(a)(ii) to (iv) shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the Vendor in this Agreement (including Section 8.2 and Section 9.1(b)) and shall not be deemed to amend or supplement the Disclosure Schedules.

(c) If the Purchasers proceed to close the purchase and sale contemplated hereunder after receipt of due and reasonable notice of all material facts and particulars relating to Section 6.4(a), Purchasers' receipt of such notice shall operate as a waiver and otherwise affect such underlying representation, warranty or agreement given or made by the Vendor in this Agreement (including Section 8.2 and Section 9.1(b)) and shall be deemed to amend or supplement the Disclosure Schedules.

6.5 Resignations

On the Closing Date, the Vendor shall deliver to the Purchasers written resignations, effective as of the Closing Date, of the officers and directors of the Corporation set forth in Section 6.5 of the Disclosure Schedules.

6.6 Confidentiality

During the Interim Period and after the Closing Date the Vendor shall, and shall cause any Affiliates of the Vendor to, hold, and shall use their commercially reasonable efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Corporation, except to the extent that the Vendor can show that such information: (a) is generally available to and known by the public through no fault of the Vendor, or any Affiliates or Representatives of the Vendor; or (b) is lawfully acquired by the Vendor, or any Affiliates or Representatives of the Vendor from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If the Vendor, or any Affiliates or Representatives of the Vendor are compelled to disclose any information by judicial or administrative process or by other requirements of Law, the Vendor shall promptly notify the Purchasers in writing and shall disclose only that portion of such information that the Vendor are advised by their counsel in writing is legally required to be disclosed; *provided that,* at the request and sole cost of the relevant Purchaser, the Vendor shall use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

6.7 Personal Information Privacy

The Purchasers shall at all times comply with all Laws governing the protection of personal information with respect to Personal Information disclosed or otherwise provided to the Purchasers by the Vendor or the Corporation under this Agreement. The Purchasers shall only collect, use or disclose such Personal Information for the purposes of investigating the

Corporation and the Business as contemplated in this Agreement and completing the transactions contemplated in this Agreement. The Purchasers shall safeguard all Personal Information collected from the Vendor or the Corporation in a manner consistent with the degree of sensitivity of the Personal Information and maintain at all times the security and integrity of the Personal Information. The Purchasers shall not make copies of the Personal Information or any excerpts thereof or in any way recreate the substance or contents of the Personal Information. If the purchase of the Shares is not completed for any reason the Purchasers shall return all Personal Information to the Vendors or destroy such Personal Information at the Vendor's request.

6.8 Non-Competition; Non-Solicitation

(a) For a period of 5 years commencing on the Closing Date (the "**Restricted Period**"), Vendor shall not, and shall not permit any of its Affiliates, directly or indirectly, without the prior written consent of the Purchaser to,: (i) engage in or assist others in engaging in the Business within Canada (the "**Restricted Jurisdiction**"); (ii) have an interest in any Person whose business is competitive, directly or indirectly, with the Business, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; (iii) acquire any Person who engages in, or intends to engage in, the Business, or (iv) intentionally interfere in any material respect with the business relationships (whether formed before or after the date of this Agreement) between the Corporation and customers or suppliers of the Corporation. Notwithstanding the foregoing, the Vendor may own, directly or indirectly, solely as an investment, securities of any Person traded on any stock exchange if the Vendor is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own 1% or more of any class of securities of such Person.

(b) During the Restricted Period, and except as may be consented to by the Purchaser or the Corporation, the Vendor shall not, and shall not permit any of its Affiliates to, directly or indirectly, hire or solicit any Employee, Purchaser Employee, or Independent Contractor engaged by the Purchaser or its Affiliates, or encourage any Employee, Purchaser Employee, or Independent Contractor engaged by the Purchaser or its Affiliates to leave his or her employment or position, or hire or engage, as applicable, any Employee, Purchaser Employee, or Independent Contractor engaged by the Purchaser or its Affiliates who has left such employment or position, except pursuant to a general solicitation that is not directed specifically to any such individual; *provided that* nothing in this Section 6.8(b) shall prevent the Vendor or any of its Affiliates from soliciting, hiring or engaging, as applicable: (i) any Employee, Purchaser Employee, or Independent Contractor engaged by the Purchaser or its Affiliates whose employment or engagement has been terminated by the Corporation or Purchaser; or (ii) after 180 days from the date of termination of employment or engagement, any Employee, Purchaser Employee, or Independent Contractor engaged by the Purchaser or its Affiliates whose employment or engagement has been terminated by the Employee, Purchaser Employee, or Independent Contractor engaged by the Purchaser or its Affiliates, as applicable.

(c) During the Restricted Period and within the Restricted Jurisdiction, the Vendor shall not, and shall not permit any of their Affiliates to, directly or indirectly, solicit or entice, or attempt to solicit or entice, any clients, or customers of the Corporation, the Purchaser or its Affiliates or potential clients or customers of the Corporation, the Purchaser or its Affiliates for purposes of diverting their business or services from the Corporation, the Purchaser or its Affiliates.

(d) The Vendor acknowledges that a breach or threatened breach of this Section 6.8 would give rise to irreparable harm to Purchaser, for which monetary damages would not be an adequate remedy, and hereby agrees that, in the event of a breach or a threatened breach by the Vendor of any such obligations, Purchaser shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to seek equitable relief, including a temporary restraining order, an interim or permanent injunction, specific performance and any other relief that may be available from a court of competent equitable jurisdiction (without any requirement to post a bond or other security).

(e) The Vendor acknowledges that the restrictions contained in this Section 6.8 are reasonable and necessary to protect the legitimate interests of Purchaser and constitute a material inducement to the Purchaser entering into this Agreement and consummating the transactions contemplated by this Agreement. The covenants contained in this Section 6.8 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

(f) The parties hereto intend that the conditions set forth in section 56.4(7) of the Tax Act have been satisfied such that section 56.4(5) of the Tax Act applies to any “restrictive covenants” (as defined in section 56.4(1) of the Tax Act) granted by the Vendor under this Agreement with respect to the Business carried on by the Corporation (collectively, the “**Restrictive Covenants**”). Accordingly, the parties hereto acknowledge and agree that: (i) no proceeds shall be received or receivable by the Vendor for granting the Restrictive Covenants for purposes of section 56.4(7)(d) of the Tax Act; and (ii) the Restrictive Covenants are integral to this Agreement and have been granted to maintain or preserve the fair market value of the Shares. In furtherance of the foregoing, the Purchaser agrees to co-operate with the Vendor and to execute the requisite tax election should the Vendor elect to take advantage of and prepare and file such an election.

6.9 Non-Disparagement

The Vendor shall not, for a period of 5 years commencing on the Closing Date, directly or indirectly, in any manner whatsoever, including either individually, in partnership, jointly or in conjunction with any other Person, or as principal, agent, director, officer, employee, consultant or shareholder, defame or actively disparage the commercial, business or financial reputation of the Corporation, Purchaser or their Affiliates, any of their products or services, or any of their respective shareholders, employees, officers or directors.

6.10 Books and Records

(a) To facilitate the resolution of any claims made against or incurred by the Vendor before the Closing, or for any other reasonable purpose, for a period of five years after the Closing, the Purchasers shall:

(i) retain the Books and Records (including personnel files) of the Corporation relating to periods before the Closing in a manner reasonably consistent with the prior practices of the Corporation; and

(ii) upon reasonable notice, afford the Vendor and Representatives of the Vendor reasonable access (including the right to make, at Vendor's expense, photocopies), during normal business hours, to the Books and Records.

(b) To facilitate the resolution of any claims made by or against or incurred by the Corporation after the Closing, or for any other reasonable purpose, for a period of seven years after the Closing, the Vendor shall:

(i) retain the Books and Records (including personnel files) of the Vendor which relate to the Corporation and its operations for periods before the Closing; and

(ii) upon reasonable notice, afford the Purchasers and Representatives of each of the Purchasers or the Corporation reasonable access (including the right to make, at Purchasers' expense, photocopies), during normal business hours, to the Books and Records.

(c) Neither of the Purchasers nor the Vendor shall be obligated to provide the other party with access to any Books or Records (including personnel files) under this Section 6.10 where such access would violate any Law.

6.11 Pre-Closing Tax Period and Closing Date Tax Year

(a) On or before the statutory due date, Vendor shall prepare in accordance with applicable Law and past practice of the Corporation and after providing the Purchaser with a reasonable opportunity (which, in any event, shall not be fewer than 15 Business Days before the date on which such Tax Returns are required to be filed) to review and, in the case of any Tax Returns upon receipt of the Purchaser's approval, not to be unreasonably withheld, conditioned or delayed, file, on behalf of and in the name of the Corporation, all income Tax Returns of the Corporation required by Law to be filed for any Pre-Closing Tax Period and for the taxation year of the Corporation that immediately proceeds the Closing Date (the "**Closing Date Tax Year**").

(b) If the Purchaser, acting reasonably, disagrees with any item in the Tax Returns for the Pre-Closing Tax Period or the Closing Date Tax Year it shall provide a notice of disagreement (the **"Notice"**) setting out the details of such disagreement, and the parties will use reasonable efforts to resolve such disagreement within 20 days failing which the parties shall submit the matter for resolution to an independent CPA firm whose decision shall be binding on the parties. If the parties cannot agree on an independent CPA firm the Purchaser shall, within 25 days from the date of the Notice, provide three names of independent CPA firms with offices located in Vancouver, BC and the Vendor shall select one of them within 5 days and that CPA firm (the **"Selected CPA Firm"**) will be appointed to resolve the disagreement. The Selected CPA Firm will as promptly as practicable but in no event more than 30 days following its appointment, make a determination of the resolution of the disagreement based solely on written submissions made by the parties within 15 days of the appointment and which determination will be final and binding on the parties. The Corporation shall pay the fees and expenses of the Selected CPA Firm.

(c) The parties will inform each other of, and co-operate with each other in respect of, any audit inquiries with respect to any Tax Return involving the Corporation in respect of any Pre-Closing Tax Period or of any Tax Return required to be filed under the Tax Act for the Closing Date Tax Year.

(d) If Purchaser or the Corporation receives an assessment or reassessment (each, an "**Assessment**") from any Governmental Authority in respect of any Tax Return in respect of any Pre-Closing Tax Period or any Tax Return filed under the Tax Act for the Closing Date Tax Year, Purchaser shall deliver or cause to be delivered to the Vendor a copy of the Assessment within 30 days of receiving the Assessment, *provided that* failure to do so shall not affect the indemnification provided hereunder except only to the extent that the Vendor shall have been actually prejudiced as a result of such failure. The parties will co-operate in responding to or contesting any Assessment. If Purchaser or the Corporation becomes entitled to a refund (or chooses to apply the amount otherwise refundable towards a payment of Tax in respect of a Tax period ending after the Closing Date) of all or a portion of any amount relating to an Assessment of which the Vendor has, by payment to Purchaser or the relevant Governmental Authority, indemnified the Purchaser, then an amount equal to the refund, together with any interest received on it, shall be paid to the Vendor, net of any applicable Taxes, promptly after receipt of payment of the refund or notice from the relevant Governmental Authority of such application, as the case may be; *provided that* any such refund or application that is subsequently disallowed by the relevant Governmental Authority shall be paid by the Vendor to Purchaser within 30 days of the disallowance. All amounts paid under this Section 6.11(d) shall be treated as an adjustment to the Purchase Price.

(e) Tax refunds and credits in respect of any Pre-Closing Tax Period that are received or applied after the Closing Date by the Corporation to the extent not included in the Closing Working Capital, net of applicable Taxes of the Corporation on or before the Closing Date, shall be for the account of the Vendor and Purchaser shall pay, or cause the Corporation to pay, to the Vendor such amount, within 30 days after receipt or reduction; *provided that* any such refund or application that is subsequently disallowed by the relevant Governmental Authority shall be paid by the Vendor to Purchaser within 30 days of the disallowance. All amounts paid under this Section 6.11(e) shall be treated as an adjustment to the Purchase Price.

6.12 Closing Conditions

During the Interim Period, each party hereto shall, and the Vendor shall cause the Corporation to, use its commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article 7.

6.13 Public Announcements

Unless otherwise required by applicable Law or stock exchange requirements (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or any of the terms hereof or otherwise communicate with any news media without the prior written consent of each of the Purchasers (which consent shall not be unreasonably withheld or delayed), and such parties shall cooperate as to the timing and contents of any such announcement. The Vendor acknowledges that WELL shall prepare any public announcements, and the Vendor shall be accorded the opportunity to review and comment on all public announcements prior to their dissemination.

6.14 Exchange Approval

Following execution and delivery of this Agreement, WELL will undertake commercially reasonable efforts to obtain Exchange approval, if required, to complete the transactions contemplated herein in accordance with the policies of the Exchange ("**Exchange Approval**").

6.15 Month-End Financial Statements

During the Interim Period, the Corporation will prepare the Month-End Financial Statements and deliver the Month-End Financial Statements to the Purchaser within 20 calendar days from the respective prior month-end.

6.16 Employment and Consulting Matters

(a) On or prior to Closing:

(i) the Vendor shall cause the Corporation to formally terminate its employment relationship with Lisa Mayhew in writing, and the Purchaser will provide an offer of employment to Lisa Mayhew, which shall include standard confidentiality terms and other standard restrictive covenants such as non-solicitation, non-competition and non-disparagement covenants;

(ii) the Vendor shall cause the Corporation to formally terminate its contractor relationship with Bernadette Foden which termination shall include a full and final release of the Corporation;

(iii) the Vendor shall cause the Corporation to formally terminate its contractor relationship with Alex Dafopoulos which termination shall include a full and final release of the Corporation; and

(iv) the Vendor shall cause the Corporation to formally terminate its contractor relationship with the Vendor, which termination shall include a full and final release of the Corporation (together with the terminations of Bernadette Doden and Alex Dafopoulos as set out above, the "**Termination Documents**").

(b) On or prior to Closing, the Vendor shall cause the Corporation to enter into Intellectual Property assignment agreements (the "**IP Assignments**") with each of the Vendor, Alex Dafopoulos and Bernadette Foden. The Vendor shall cause the Corporation to pay appropriate consideration for the IP Assignments, if required.

(c) The IP Assignments and Termination Documents shall be substantially in the form to be provided by the Purchasers.

(d) In the event that any former Independent Contractor of the Corporation had, or may have had access to the Contractor Information, and was not subject to a written agreement with the Corporation, then the Purchaser may require that the Vendor cause the corporation to enter into standard confidentiality agreements or IP Assignments, at its request, acting reasonably.

6.17 Cyber Security and Privacy Review

The Vendor acknowledges that the Purchaser has not yet completed its cyber security, Systems, and privacy due diligence. During the Interim Period:

(a) the Vendor shall, or shall cause the Corporation to, implement the cyber security and Systems measures specified in Schedule C; and

(b) the Vendor shall permit the Purchaser or its designated Affiliates to access its servers and systems to complete its cyber security and privacy due diligence, and the parties will mutually determine any additional cyber security, Systems, and privacy measures to be completed by the Purchaser, acting reasonably.

6.18 Pre-Closing Reorganization

On or prior to the Closing, as applicable, the Vendor shall, and shall cause the Corporation to, as applicable, effect the Pre-Closing Reorganization at the sole cost of the Vendor and in accordance with the *Business Corporations Act* (Ontario), the articles and bylaws of the Corporation, the Tax Act and any other applicable legislation, as follows:

(a) the Vendor shall incorporate NewCo for the sole purpose of receiving the Non-EMR Assets and carrying on the Non-EMR Business;

(b) the Vendor shall, at least ten (10) Business Days prior to Closing, deliver to the Purchasers a comprehensive list of the corporate steps required to complete the Pre-Closing Reorganization (the "**Corporate Planning Memo**");

(c) the Purchasers shall have the opportunity to review and approve the Corporate Planning memo before any steps are taken to effect the Pre-Closing Reorganization, and in the event the Corporate Planning Memo is not acceptable to the Purchasers the parties will work together to determine a mutually acceptable process;

(d) upon approval of the Corporate Planning Memo by the Purchasers, the Vendor will cause the Corporation to complete the Pre-Closing Reorganization in accordance with the Corporate Planning Memo; and

(e) the Vendor shall complete all ancillary documents and take all actions required to give effect to the Pre-Closing Reorganization, and provide evidence of the same, including copies of all relevant corporate authorizations, to the Purchasers.

6.19 Consent to Use of NewCo Name

The Purchasers acknowledge that the Vendor intends to use the name "MedBASE Solutions Inc." or some other similar name containing the name "MedBASE" in connection with the incorporation of NewCo. The Purchaser, or Purchasers, if applicable, shall not object to the use of the name "MedBASE" and shall provide requisite written consent if required by and Governmental Authority, *provided that*, following the Closing Date, the Vendor shall not use, and shall not be permitted to use, the name "MedBASE" in connection with the provision of any products or services related to the Business.

6.20 Due Diligence Investigation

The Vendor acknowledges that the Purchasers may not have completed their standard due diligence investigation prior to the date of this Agreement. The Vendor shall permit the Purchasers to complete their due diligence investigation on or prior to the Closing Date and, in the event that any unforeseen issues or deficiencies with the Corporation arise as a result of such due diligence investigation, the Vendor shall, and shall cause the Corporation to, co-operate with the Purchasers to resolve or rectify any such issue or deficiency as requested by the Purchasers, acting reasonably.

6.21 PPSA Lien and Discharge

On or prior to Closing, the Vendor shall: (a) remove the Corporation as a debtor under the security agreement registered in the Ontario Personal Property Registry under Registration No. 20120531 1332 1532 9569 (the "**PPSA Charge**"); (b) discharge and remove the PPSA Charge at its cost; and (c) provide an updated Personal Property Registry search evidencing such discharge.

6.22 Non-Current Liabilities

On or prior to Closing, the Principal Vendor will cause the Corporation to extinguish or repay all Non-Current Liabilities and will provide the Purchaser with reasonable evidence of the same.

6.23 Further Assurances

Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

ARTICLE 7
CONDITIONS TO CLOSING

7.1 Conditions to Obligations of All Parties

The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order or Law which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following the completion thereof.

(b) The Vendor shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 3.6, and Purchaser shall have received all consents, authorizations, orders and approvals from the Governmental Authorities referred to in Section 5.8, in each case, in form and substance reasonably satisfactory to Purchaser and the Vendor and no such consent, authorization, order and approval shall have been revoked.

(c) No Action shall have been commenced against the Purchaser, the Vendor or the Corporation that would prevent the Closing.

7.2 Conditions to Obligations of Purchasers

The obligations of the Purchasers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Purchasers' waiver, at or before the Closing, of each of the following conditions:

(a) Other than the representations and warranties of Vendor set out in Section 3.1, Section 3.3, Section 3.7 and Section 3.25, the representations and warranties of the Vendor contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of the Vendor set out in Section 3.1, Section 3.3, Section 3.7 and Section 3.25 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) The Vendor shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it before or on the Closing Date; *provided that*, with respect to agreements, covenants and conditions that are qualified by materiality, the Vendor shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(c) No Action shall have been commenced against the Purchasers, the Vendor or the Corporation that would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority and be in effect, which restrains or prohibits any transaction contemplated hereby.

(d) All approvals, consents and waivers that are listed in Section 3.6 of the Disclosure Schedules shall have been received, and executed counterparts thereof shall have been delivered to the Purchasers, at or before the Closing.

(e) The Purchasers shall have completed their due diligence investigation of the Corporation and shall, in its sole discretion, acting reasonably be satisfied with the results of such due diligence investigation. In particular, the Purchasers shall have been given reasonable opportunity to complete its cyber security and privacy due diligence and work with the Vendor to implement any material cyber security, Systems, and privacy measures.

(f) WELL shall have received Exchange Approval.

(g) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

(h) The Transaction Documents (other than this Agreement) shall have been executed and delivered by the parties thereto and true and complete copies thereof shall have been delivered to the Purchasers.

(i) The Purchasers shall have received a certificate, dated the Closing Date and signed by the Vendor, that each of the conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied.

(j) The Purchasers shall have received resignations of the directors and officers of the Corporation under Section 6.5.

(k) The Vendor shall have delivered to the Purchasers a certificate of good standing for the Corporation from the Registrar appointed under the *Business Corporations Act* (Ontario) dated no more than one Business Day prior to the Closing Date.

(l) The Vendor shall have delivered, or caused to be delivered, to Purchaser share certificates representing the Shares, free and clear of Encumbrances, duly endorsed in blank or accompanied by forms of share transfers or other instruments of transfer duly executed in blank.

(m) The Vendor shall have delivered to the Purchaser the Estimated Working Capital Statement.

(n) The Vendor shall have delivered to the Purchasers such other documents or instruments as the Purchasers reasonably request and are reasonably necessary to consummate the transactions contemplated by the Agreement.

(o) The conditions set forth in this Section 7.2 are for the exclusive benefit of the Purchasers and may be waived by the Purchasers in writing in whole or in part on or before the Closing.

7.3 Conditions to Obligations of the Vendor

The obligations of the Vendor to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the waiver of the Vendor at or before the Closing, of each of the following conditions:

(a) Other than the representations and warranties of the Purchaser set out in Section 4.1 and Section 4.3, the representations and warranties of Purchaser contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of Purchaser set out in Section 4.1 and Section 4.3 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(b) Other than the representations and warranties of WELL set out in Section 5.1, Section 5.2 and Section 5.9, the representations and warranties of WELL contained in this Agreement, the other Transaction Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects (in the case of any representation or warranty qualified by materiality or Material Adverse Effect) or in all material respects (in the case of any representation or warranty not qualified by materiality or Material Adverse Effect) on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects). The representations and warranties of WELL set out in Section 5.1, Section 5.2 and Section 5.9 shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date.

(c) The Purchaser shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it before or on the Closing Date; *provided that*, with respect to agreements, covenants and conditions that are qualified by materiality, the Purchaser shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(d) WELL shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the other Transaction Documents to be performed or complied with by it before or on the Closing Date; *provided that*, with respect to agreements, covenants and conditions that are qualified by materiality, WELL shall have performed such agreements, covenants and conditions, as so qualified, in all respects.

(e) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(f) All approvals, consents and waivers that are listed in Section 5.8 of the Disclosure Schedules shall have been received, and executed counterparts thereof shall have been delivered to the Vendor, at or before the Closing.

(g) The Transaction Documents (other than this Agreement) shall have been executed and delivered by the parties thereto and true and complete copies thereof shall have been delivered to the Vendor.

(h) The Vendor shall have received a certificate from each of the Purchasers, dated the Closing Date and signed by a duly authorized officer of each of the Purchasers, that each of the conditions set forth in Section 7.3(a), Section 7.3(c), Section 7.3(c) and Section 7.3(d), as applicable, has been satisfied.

(i) The Vendor shall have received a certificate of a duly authorized officer of each of the Purchasers certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of each of the Purchasers authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(j) The Purchaser shall have delivered to the Vendor a certificate of good standing for the Purchaser from the Registrar appointed under the *Business Corporations Act* (British Columbia) dated no more than one day prior to the Closing Date.

(k) WELL shall have delivered to the Vendor a certificate of good standing for WELL from the Registrar appointed under the *Business Corporations Act* (British Columbia) dated no more than one day prior to the Closing Date.

(l) The Purchaser shall have delivered to the Vendor the Estimated Closing Cash Payment in accordance with section 2.2(a) by certified cheque, bank draft, wire transfer, or electronic funds transfer to an account or accounts designated by the Vendor in writing at least two Business Days before the Closing Date.

(m) WELL shall have delivered to the Vendor share certificates evidencing the Consideration Shares.

(n) The Purchasers shall have delivered to the Vendor such other documents or instruments as the Vendor, on behalf of the Vendor requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(o) The conditions set forth in this Section 7.3 are for the exclusive benefit of the Vendor and may be waived by the Vendor in writing in whole or in part on or before the Closing.

ARTICLE 8
INDEMNIFICATION

8.1 Survival

(a) Subject to the limitations and other provisions of this Agreement, the representations and warranties set out herein shall survive the Closing and shall remain in full force and effect until the date that is 18 months from the Closing Date; *provided that* the representations and warranties in:

(i) Section 3.1, Section 3.3, Section 3.4, Section 3.25, Section 4.1, Section 4.3, Section 5.1, Section 5.2 and Section 5.9 shall survive indefinitely; and

(ii) Section 3.23 shall survive for the period ending on the date that is 60 days after the last date upon which a Governmental Authority is no longer entitled to assess or reassess the Corporation or Purchaser, as the case may be, in respect of Taxes (giving effect to any waiver or extension thereof).

(b) All covenants and agreements of the parties set out herein shall survive the Closing indefinitely or for the period explicitly specified therein (including as specified in Section 8.1(a).

(c) Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party before the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved or the expiry of the limitation period under applicable Law, whichever is sooner.

8.2 Indemnification by the Vendor

Subject to the other terms and conditions of this Article 8, the Vendor shall indemnify and defend each of the Purchasers and their respective Affiliates (including the Corporation) and their respective Representatives (collectively, the "**Purchaser Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Purchaser Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Vendor contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Vendor under this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Vendor under this Agreement;

(c) any common law severance liability resulting from the termination of Lisa Mayhew as set forth in Section 6.16(a)(i) in the event that:

(i) Lisa Mayhew does not accept her offer of employment with the Purchaser, or

(ii) Lisa Mayhew does not continue her employment for more than one year, and

(d) any Security Incident that results or resulted from the operation of the Business on or prior to the Closing Date by the Vendor, except for any Security Incident giving rise to Losses that are solely caused by vulnerabilities in the Open Source Clinic Application and McMaster Software as license by the Corporation.

8.3 Indemnification by Purchaser

Subject to the other terms and conditions of this Article 8, each of the Purchasers, severally, shall indemnify and defend the Vendor and its Affiliates and Representatives (collectively, the "**Vendor's Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Vendor's Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of each of the Purchasers contained in this Agreement or in any certificate or instrument delivered by or on behalf of the Purchasers under this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Purchasers under this Agreement.

8.4 Limitation of Losses

The indemnification provided for in Section 8.2 and Section 8.3 shall be subject to the following limitations:

(a) The Vendor shall not be liable to the Purchaser Indemnitees for indemnification under Section 8.2 unless the amount of each single Loss exceeds $2,000, and until the aggregate amount of all qualifying Losses in respect of indemnification under Section 8.2 exceeds $5,000 in the aggregate (the "**Basket**"), in which event the Vendor shall be required to pay or be liable for Losses from the first dollar. The aggregate amount of all Losses for which a Vendor shall be liable under Section 8.2 shall not exceed the Purchase Price payable by the Purchasers to the Vendor, as such number may be reduced in accordance with Section 2.4.

(b) Purchasers shall not be liable to the Vendor's Indemnitees for indemnification under Section 8.3(a) until the aggregate amount of all Losses in respect of indemnification under Section 8.3(a) exceeds the Basket, in which event the Purchasers shall be required to pay or be liable for all such Losses from the first dollar. The aggregate amount of all Losses for which the Purchasers shall be liable under Section 8.3(a) shall not exceed the Purchase Price.

(c) Notwithstanding the foregoing, the limitations set forth in Section 8.4(a) and Section 8.4(a) shall not apply to Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any representation or warranty in Section 3.1, Section 3.3, Section 3.4, Section 3.25, Section 4.1, Section 4.3, Section 5.1, Section 5.2 and Section 5.9, or any Losses arising from negligence, fraud, or willful misconduct.

(d) Payments by an Indemnifying Party under Section 8.2 or Section 8.3 in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment actually received by the Indemnified Party in respect of any such claim, less any related costs and expenses, including the aggregate cost of pursuing any related insurance claims and any related increases in insurance premiums or other charge-backs (it being agreed that the applicable party shall use commercially reasonable efforts to recover any insurance proceeds in connection with making a claim under this Article 8 and that, promptly after the realization of any insurance proceeds, indemnity, contribution or other similar payment, the Indemnified Party shall reimburse the Indemnifying Party for such reduction in Losses for which the Indemnified Party was indemnified before the realization of reduction of such Losses).

(e) For purposes of this Article 8, any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

(f) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(g) An Indemnifying Party shall not be liable under this Article 8 for any Losses based upon or arising out of any inaccuracy in or breach by the Indemnified Party of any of the representations or warranties set out in this Agreement if the Indemnified Party had actual knowledge of such inaccuracy or breach before the Closing.

8.5 Indemnification Procedures

The party making a claim under this Article 8 is referred to as the "**Indemnified Party**", and the party against whom such claims are asserted under this Article 8 is referred to as the "**Indemnifying Party**".

(a) **Third-Party Claims**. If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "**Third-Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 calendar days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defences by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, include copies of all material written evidence thereof and indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defence of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defence; *provided that*, if the Indemnifying Party is a Vendor, such Indemnifying Party shall not have the right to defend or direct the defence of any such Third Party Claim that: (i) is asserted directly by or on behalf of a Person that is a supplier or customer of the Corporation; or (ii) seeks an injunction or other equitable relief against the Indemnified Party. If the Indemnifying Party assumes the defence of any Third Party Claim, subject to Section 8.5(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counter-claims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defence of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defence thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party; *provided that*, if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defences available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party, or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement or fails to diligently prosecute the defence of such Third Party Claim, the Indemnified Party may, subject to Section 8.5(b), pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The Vendor and the Purchasers shall cooperate with each other in all reasonable respects in connection with the defence of any Third Party Claim, including making available (subject to the provisions of Section 6.6) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defence of such Third Party Claim.

(b) **Settlement of Third-Party Claims**. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party, except as provided in this Section 8.5(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within 10 days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and, in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume the defence of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defence under Section 8.5(a), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) **Direct Claims**. Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a "**Direct Claim**") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defences by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim, and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Corporation's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30 day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

8.6 Payments

Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable under this Article 8, the Indemnifying Party shall satisfy its obligations within 15 Business Days of such final, non-appealable adjudication by certified cheque or bank draft. The parties agree that, if the Indemnifying Party does not make full payment of any such obligations within such 15 Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to but excluding the date such payment has been made at a rate per annum equal to 5%. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding.

8.7 Tax Treatment of Indemnification Payments

All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

8.8 Effect of Investigation

The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Section 7.2 or Section 7.3, as the case may be.

8.9 Exclusive Remedies

Subject to Section 6.7, Section 10.11 and the Escrow Agreement, the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud, criminal activity or willful misconduct on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be under the indemnification provisions set forth in this Article 8. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except under the indemnification provisions set forth in this Article 8 and the Escrow Agreement. Nothing in this Section 8.9 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any party's fraudulent, criminal or willful misconduct.

ARTICLE 9
TERMINATION

9.1 Termination

This Agreement may be terminated at any time before the Closing:

(a) By the mutual written consent of the Vendor and the Purchasers.

(b) By the Purchasers by written notice to the Vendor, if:

(i) The Purchasers are not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by a Vendor under this Agreement that would give rise to the failure of any of the conditions specified in Article 7, and such breach, inaccuracy or failure has not been cured by the Vendor within 10 days of the Vendor's receipt of written notice of such breach from the Purchasers; or

(ii) any of the conditions set forth in Section 7.1 or Section 7.2 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the Outside Date, unless such failure shall be due to the failure of the Purchasers to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing Date.

(c) By the Vendor by written notice to the Purchasers if:

(i) the Vendor is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Purchasers under this Agreement that would give rise to the failure of any of the conditions specified in Article 7, and such breach, inaccuracy or failure has not been cured by the Purchasers within 10 days of Purchasers' receipt of written notice of such breach from the Vendor; or

(ii) any of the conditions set forth in Section 7.1 or Section 7.3 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the Outside Date, unless such failure shall be due to the failure of the Vendor to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing Date.

(d) By the Purchasers or the Vendor if:

(i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or

(ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

9.2 Effect of Termination

In the event of the termination of this Agreement in accordance with this Article 9, this Agreement shall forthwith have no further force or effect and there shall be no liability on the part of any party hereto except:

(a) as set forth in Section 6.6, this Article 9 and Article 10; and

(b) that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

ARTICLE 10
MISCELLANEOUS

10.1 Expenses

Except as otherwise expressly provided herein, all costs and expenses, including fees, disbursements and charges of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

10.2 Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.2):

If to the Vendor: [Redacted]

Email: info@medbase.ca

Attention: Nikolas Dafopoulos

If to Purchaser: Suite 200 – 322 Water Street
Vancouver, B.C. V6B 1B6

Email: hamed.shahbazi@well.company

Attention: President

If to WELL: Suite 200 – 322 Water Street
Vancouver, B.C. V6B 1B6

Email: hamed.shahbazi@well.company

Attention: Chief Executive Officer

10.3 Interpretation

For purposes of this Agreement: (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

10.4 Headings

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10.5 Severability

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10.6 Entire Agreement

This Agreement and the other Transaction Documents constitute the sole and entire agreements of the parties to this Agreement with respect to the subject matter contained herein and therein and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Schedules and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

10.7 Successors and Assigns

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

10.8 No Third-Party Beneficiaries

Except as provided in Article 8, this Agreement is for the sole benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.9 Amendment and Modification; Waiver

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.10 Governing Law; Forum; Choice of Language

(a) This Agreement shall be governed by and construed in accordance with the Laws of British Columbia and the federal Laws of Canada applicable therein.

(b) Any Action arising out of or based upon this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby may be brought in the courts of British Columbia, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of that court in any such Action. The parties irrevocably and unconditionally waive any objection to the venue of any Action or proceeding in that court and irrevocably waive and agree not to plead or claim in that court that such Action has been brought in an inconvenient forum.

10.11 Specific Performance

The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

10.12 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, DocuSign or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

WITNESSED BY:	)	
	)	
______________________________	)	
Name	)	
______________________________	)	
Address	)	*"Nikolas Dafopoulos"*
______________________________	)	**NIKOLAS DAFOPOULOS**
	)	
______________________________	)	
Occupation	)	

WELL EMR GROUP INC.

By: *"Hamed Shahbazi"*
Name: Hamed Shahbazi
Title: President

WELL HEALTH TECHNOLOGIES CORP.

By: *"Hamed Shahbazi"*
Name: Hamed Shahbazi
Title: Chief Executive Officer

END OF DOCUMENT
(except Schedules which are attached hereto and form part of this Agreement)

SCHEDULE A

FORM OF ESCROW AGREEMENT

[Redacted]

SCHEDULE B

FORM OF CONSULTING AGREEMENT

[Redacted]

SCHEDULE C

CYBERSECURITY AND SYSTEM MEASURES

[Redacted]